BAILEY CAVALIERI LLC

ATTORNEYS AT LAW

One Columbus 10 West Broad Street, Suite 2100 Columbus, Ohio 43215-3422 telephone 614.221.3155 facsimile 614.221.0479 www.baileycavalieri.com

> direct dial: 614.229.3278 email: William.Adams@BaileyCavalieri.com

> > June 15, 2011

RECEIVED-DOCKETING DIV

Ms. Betty McCauley **Docketing Division** Public Utilities Commission of Ohio 180 East Broad Street, 13th Floor Columbus, OH 43215-3793

Re:

In the Matter of the Application of Doylestown Communications, Inc. d/b/a Heritage Telephone Company to Detariff Services and Make Other Changes

Related to the Implementation of Case No. 10-1010-TP-ORD

TRF Docket No. 90-9292-TP-TRF PUCO Case No. 11-2573-TP-ATA

Dear Ms. McCauley:

Enclosed herewith for filing in the above matter on behalf of Heritage Telephone Company are the original and ten (10) copies of the replacement Exhibit B tariff pages. Please time-stamp and return the extra copies with the courier.

Thank you for your assistance.

Very truly yours,

WAA/sg

Enclosure

cc(w/enclosure):

Melissa Scarberry, PUCO, 3rd Floor

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business Technician Date Processed JUN

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EXHIBIT B

The Public Utilities Commission of Ohio TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM

For Non-BLES Carriers

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD (Effective: 01/20/2011)

Company Name <u>Doylestown Communications, Inc. d/b/a Heritage Telephone Company</u>
Company Address 81 North Portage Street, Doylestown, OH 44230-1349
Company Web Address <u>www.heritagetelephone.com</u>
Regulatory Contact Person William A. Adams Phone 614.229,3278 Fax 614.221.0479
Regulatory Contact Person's Email Address William.Adams@baileycavalieri.com
Contact Person for Annual Report Tom Brockman Phone 330.658.4488 Fax 330.658.3344
Consumer Contact Information Tom Brockman Phone 330.658.4488 Fax 330.658,3344
TRF Docket No. 90-9292-TP-TRF
I. Company Type (Check all applicable):
Non-BLES CLEC IXC Other (explain)
II. Services offered (Check all applicable):
Toll services (intrastate)
Local Exchange Service (i.e., residential or business bundles)
Other (explain) High capacity circuits
III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):
□ Toll Presubscription
□ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*
N-1-1 Service
Pole Attachment and Conduit Occupancy
Pay Telephone Access Lines
Inmate Operator Service
□ Telephone Relay Service
*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

Part IV. - Attestation

Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.

I am an officer/agent of the carrier/telephone company, Tom Brockman, and am authorized to make statements on it behalf.

(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

(Signature and Title)

(Date)

This PUCO Tariff No. 4 ("Tariff") issued by Heritage Telephone Company cancels and replaces in its entirety PUCO Tariff No. 1 issued by Heritage Telephone Company.

HERITAGE TELEPHONE COMPANY TARIFF FOR LOCAL TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF OHIO

This Tariff describes generally the regulations and rates applicable to the provision of Local Telecommunications Services between points within the State of Ohio. Service is provided by Doylestown Communications, Inc. DBA Heritage Telephone Company with principal offices at 81 North Portage Street, Doylestown, Ohio 44230. This Tariff is on file with the Public Utilities Commission of Ohio as Case No. 90-9292-TP-TRF. Copies may be inspected during normal business hours at the Company's principle place of business.

Issued Date: April 19, 2011

Effective Date: April 19, 2011

SECTION 1. DESCRIPTION AND AREA OF OPERATIONS

Heritage Telephone Company (the "Company") is a public utility providing telecommunications service. The rates, service descriptions, and the terms and conditions for most residential and business telecommunications services are no longer included in this Tariff, which is on file with the Public Utilities Commission of Ohio. You may view or receive a paper copy of such information for those services in the Company's Guidebook by visiting our office at 81 N. Portage Street, Doylestown, Ohio 44230-1349, by calling toll free 800-823-1899, or by internet at the following site: http://www.heritagetelephone.com. Initial capitalized terms in this tariff are defined in the Guidebook.

SECTION 2. GENERAL RULES AND REGULATIONS

2.1 GENERAL APPLICATION

- 2.1.1 The rules and regulations set forth in this Tariff apply only to the tariffed telecommunications services offered.
- Tariffs will be kept at all times in the Company's local business office where they will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.
- 2.1.3 Failure on the part of any customer to observe these rules and regulations of this Tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.

2.2 <u>ESTABLISHING SERVICE</u>

2.2.1 Availability of Facilities

- A. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available.
- B. The Company shall not be liable for failure to furnish service where facilities are not available.
- C. When service and facilities are provided in part by the Company and in part by other connecting companies, the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

SECTION 3. N-1-1 SERVICE

3.1 <u>E911 SERVICE</u>

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its customers for simplified emergency access police, fire and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls. The Company may refuse service if E911 name and address information is not provided by the customer.

The 911 Calling Party, by calling 911 service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to law enforcement agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with unlisted or non-published numbers as well as those customers who have been requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 service by the Company shall not be interpreted, construed, or regarded as being for the benefit or creating any Company obligation, either express or implied, toward any third person or legal entity other than the Customer. The Company's entire liability to any person for interruption or failure of 911 service shall be limited to the terms specified in this Tariff.

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other Company or companies furnishing a portion of such service.

The Company shall not have any liability for or be responsible for any losses, costs, expenses, claims, liabilities or damages resulting from the customer's failure to timely comply with the requirements regarding emergency 911 service; the Company shall be indemnified by customer from any losses, costs, expenses, claims, liabilities or damages, including, but not limited to, third party claims, resulting from customer's failure to comply with the requirements of this section.

Issued Date: April 19, 2011

The Company shall have no responsibility or liability for responding to emergency 911 or other emergency referral calls. Company will make reasonable effort to determine the nearest public safety or law enforcement authorities and then route such calls to those authorities.

This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the data management system only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the PSAP.

After the establishment of service, it is the PSAP's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper PSAP.

The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused or claimed to be caused directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the public safety agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the public safety agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this Tariff, the public safety agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the public safety agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

RATE

Monthly Recurring Rate:

\$0.24

3.2. <u>811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS</u>

A. GENERAL

- 1. The Federal Communications Commission (FCC) assigned the *11 dialing code for nationwide access to One Call Notification Systems. The 811 dialing code ("811 Service") is a nationwide toll-free number to be used by state "One Call" notification systems for providing advanced notice of excavation activities to underground facility operators. Pursuant to PUCO Case No. 05-1306-TP-COI, 811 Service shall be made available within Ohio by May 14, 2007.
- 2. The three digit 811 abbreviated dialing One Call Notification code is assigned to the approved "811 Provider" for use in providing One Call notification services to the public by way of voice grade facilities.
- 3. 811 Service is available from the Company within its services area only. To provide access to 811 to end users in another company's service area or to Competitive Local Exchange Carrier (CLEC) and users within the local calling area, the 811 Provider must make appropriate should work separately with competing local providers to ascertain that its end user customers will be able to reach one call services provided by dialing 811.
- 4. All 811 abbreviated dialing code calls must be local in nature and will not result in any expanded local calling area (ELCA), intraLATA toll, interLATA long distance, or pay-per-call charges to Company subscribers. However, 811 Service calls may result in local measured service charges where Company subscribers' service plans include such charges.
- 5. The 811 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. 811 Service is otherwise available wherever local service is accessible

B. OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER

- 1. The 811 Provider must submit a written application for 811 Service to the Company. The 811 Provider may establish 811 Service in all or part of the Company's exchanges. There may be only one 811 Provider per exchange.
- 2. The 811 Provider's written application to establish 811 Service in a Company local exchange must include the following:
 - a. The local, foreign exchange, or toll free telephone number into which the Company should translate the dialed 811 abbreviated code. If the 811 Provider desires to change the telephone number into which the 811

- abbreviated dialing code is translated, the 811 Provider must pay a number change charge as set forth in Section F. below.
- b. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 811 Service.
- c. An acknowledgement of the possibility that the Commission's assignment of the 811 abbreviated dialing code may be recalled at any time.
- 3. Local Calling for Company Subscribers
 - a. The 811 Provider, in cooperation with the Company, will assure that all 811 Service calls are local and do not generate ELCA, intraLATA toll, interLATA long distance, or pay-per-call charges for Company subscribers.
 - b. When the 811 Provider applies for 811 Service from the Company, the 811 Provider must supply the Company with a toll free number. The Company will translate the 811 digits into the telephone number provided by the 811 Provider.
- 4. The 811 Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the 811 Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the 811 Provider or others, arising out of or resulting directly from the 811 Service.
- 5. The 811 Provider must develop an appropriate method of responding to 811 calls directed to it out of confusion or in error by Company subscribers.
- 6. The 811 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 811 Provider to receive calls to the 811 Service during normal business hours.
- 7. The 811 Service is provided on the condition that the 811 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 811 Service without interfering with or impairing any services offered by the Company.
- 8. The 811 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.
- 9. The 811 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 Service. The 811 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers, and releases and all other rights from all holders of copyrights, trademarks and patents used in connection with the 811 Service.

- 10. The 811 Provider must respond promptly to all complaints lodged with any regulatory authority against the 811 Service. If requested by the Company, the 811 Provider must assist the Company in responding to complaints made to the Company concerning the 811 Service.
- 11. The 811 Provider shall not promote the 811 Service with the use of any auto dialer or broadcasting of tones that dial the 811 abbreviated dialing code.
- 12. The 811 Provider must work separately with CLECs operating and serving customers in the Company's exchange(s) to ascertain whether 811 abbreviated dialing will be available to their end users.

C. OBLIGATIONS OF THE COMPANY

- 1. The Company will establish the 811 Services within ninety days after receipt of the 811 Provider's completed application(s) for service or the effective date of this Tariff, whichever is later.
- 2. When an 811 Service call is placed by the calling party via interconnection with an interchange carrier, the Company cannot guarantee the completion of said 811 Service call, the quality of the call or any features that may otherwise be provided with the 811 Service.
- 3. The Company will route 811 calls originating from end users on the Company's local exchange network whether they purchase service directly from the Company or from another provider reselling company service. Otherwise, the Company is not responsible for establishing 811 Service for calls originating from other telecommunications providers.
- 4. The Company does not undertake to answer and forward 811 Service calls but furnishes the use of its facilities to enable the 811 Provider to respond to such calls at the 811 Provider-established call centers.
- 5. The rates charged for 811 Service, if applicable, do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The 811 Provider must conduct such operational tests as, in the judgment of the 811 Provider, are required to determine whether the Company's facilities are functioning properly for its use. The 811 Provider must promptly notify the Company in the event the Company's facilities are not functioning properly.

D. LIABILITIY

1. The liability of the company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision,

shall in no event exceed an amount equivalent to the proportionate service during which such mistake, omission, interruption, delay, error or defect in transmission or defect of failure in facilities occurs.

- 2. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.
- 3. The Company's entire liability to any person for interruption or failure of the 811 Service is limited to the terms set forth in this and other sections of this Tariff.
- 4. The Commission's local assignment and the 811 Provider's use of the 811 abbreviated dialing code are subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 811 Provider for any damages the 811 Provider may incur that result from a national assignment of the 811 abbreviated dialing code.
- 5. The Company will make every effort to route 811 calls to the appropriate 811 Provider call center. However, the Company will not be held responsible for routing mistakes or errors.

E. OTHER TERMS AND CONDITIONS

- 1. The 811 Service will not provide calling number information in real time to the 811 Provider.
- 2. The 811 Service is provided for the benefit of the 811 Provider. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 811 Provider.
- 3. A written notice will be sent to the 811 Provider following oral notification when its 811 Service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If, after such notification, the 811 Provider makes no modification in method of operation or in the service arrangements that are deemed service protective by the Company, of if the 811 Provider is unwilling to accept the modifications, or if the 811 Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
- 4. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

F. RATES & CHARGES

1. A central Office Charge applies for each Company host central office out of which the 811 Provider orders 811 Service, as follows:

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- a. When a Company exchange is served by more than one host central office, a Central Office Charge is applicable for each host central office in that exchange.
- b. If the 811 Provider establishes 811 Service in multiple Company exchanges serviced by the same host central office, only one Central Office Charge applies.
- 2. A Number Change Charge applies when the 811 Provider establishes service or applies to change the telephone number into which the 811 abbreviated dialing code is translated. The Number Change Charge is applied on a per telephone number, per host central office basis.
- 3. When translating the seven or ten digit number to the 811 abbreviated dialing code, applicable Service Connection Charges will apply.
- 4. Rates:

	Nonrecurring <u>Charge</u>
Central Office Charge *	\$115.00
Number Change Charge (per Telephone Number)	\$25.00
Service Connection Charge	\$25.00

^{*} The Central Office Charge is applied at the host central office only, and covers all offices that are part of that host complex with a single translated number. This charge applies for each translated number if multiple numbers are required.