

525 JUNCTION RD. Madison, WI 53717

December 11, 2014

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Ms. Barcy McNeal Docketing Division Public Utilities Commission of Ohio 180 East Broad Street Columbus, Ohio 43215

RE: In the matter of the Application of Little Miami Communications Corporation to Modify its Construction Charges Tariff: PUCO Case No. 14-1921-TP-ATA

Dear Ms. McNeal:

Included in this submission are additional final tariff sheets for Little Miami Communications Corporation. These pages were inadvertently omitted in the final filing made on Tuesday, December 9.

The TRF Number for Little Miami is 90-5025-TP-TRF.

Thank you for your assistance. If you have any questions, please do not hesitate to call.

Regards,

/s/ Rachelle A. Ladwig TDS Telecom Sr. Administrator - Tariffs Phone: (608)664-4169 Fax: (608)830-5519 Email: <u>rachelle.ladwig@tdstelecom.com</u>

Enclosure

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G. INITIAL CONTRACT PERIODS AND TERMINATION OF SERVICE

- 1. Initial Contract Periods
 - a. Except as hereinafter provided, the initial (or minimum) contract period for all services and facilities is one month at the same location.
 - b. The length of contract period for directory listings, and where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the subscribers to the day the succeeding directory is first distributed to subscribers.
 - c. The Telephone Company may require a contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment or for unusual construction necessary to meet special demands, and involving extra costs.

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EFFECTIVE: December 6, 2014

G. INITIAL CONTRACT PERIODS AND TERMINATION OF SERVICE (Continued)

- 2. <u>Termination of Service by Subscribers</u>
 - a. Service may be terminated prior to the expiration of the initial contract period upon notice being given to the Telephone Company, and upon payment of the termination charges given below, in addition to all charges due for the balance of the initial month.
 - 1) In case of service for which the initial contract period is one month, the charges due for the balance of the initial month.
 - 2) In case of directory listing and where the listing has appeared in the directory, the charges due to the end of the directory period, except that in the following cases, charges will be continued only to the date of termination of the extra listing subject, however, to a minimum charge of one month.
 - a) The contract for the main service is terminated;
 - b) The listed party becomes a subscriber to same class of exchange service;
 - c) The listed party moves to a new location;
 - d) The listed party dies.
 - 3) Contracts for periods of longer than one month covering service whose installations required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber.
 - b. Service may be terminated after the expiration of the initial contract period upon payment of all charges due to the date of termination of service.

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Η. LIABILITY OF TELEPHONE COMPANY

- In view of the fact that the customer has exclusive control of his communication 1. over the facilities furnished him by the Telephone Company and of the other uses for which facilities may be furnished him by the Telephone Company, and because of unavoidableness of errors incident to the service and to the use of such facilities of the Telephone Company, the services and facilities furnished by the Company are subject to the terms, conditions, and limitations herein specified.
- 2. The liability of the Telephone Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. No other liability shall in any case attach to the Telephone Company. The approval by the P.U.C.O. of the foregoing language in this tariff does not constitute a determination by the P.U.C.O. that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the P.U.C.O. recognized that since it is a court's responsibility to adjudicate negligent and consequent damage claims it is also the court's responsibility to determine the validity of the limitation of liability therefore.
- When the lines of other telephone companies are used in establishing connections 3. to points not reached by the Telephone Company's lines, the Telephone Company is not liable for any act or omission of the other company or companies.

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I. OBLIGATION OF CUSTOMER

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1. The calling party (or customer) shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called station.

J. APPLICATION OF CONSTRUCTION CHARGES

When special construction charges for individual customers is necessary, special construction charges may apply as set forth in Section 4, Original Sheet No. 13, Construction, Installation and Maintenance Charges.

K. DEFERRED PAYMENTS ON INSTALLATION CHARGES

If an application for residential telephone service is accepted, the Company will offer the option of deferred payment arrangements on the telephone installation charges. If the deferred option is chosen, the installation charges shall be spread over a period of three (3) consecutive months.

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Case No(s). 90-5025-TP-TRF, 14-1921-TP-ATA

Summary: Tariff Additional Final Pages for Application to Revise Construction Charges tariff electronically filed by Ms. Rachelle A Ladwig on behalf of LITTLE MIAMI TELEPHONE CORPORATION ASSOC MGR