ARCADIA TELEPHONE COMPANY
BASIC LOCAL EXCHANGE SERVICE TARIFF

NOTE: This tariff P.U.C.O. No. 9 cancels and supersedes Arcadia Telephone Company Tariff P.U.C.O. No. 8.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

IN ACCORDANCE WITH CASE NO. 10-1010-TP-ORD and 11-3019-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
ARCADIA, OHIO

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TARIFF DESCRIPTION

This Basic Local Exchange Service (BLES) Tariff applies to residential single-line customers and to the primary access line of business customers.

BLES is provided by Arcadia Telephone Company (The "Company" or "Telephone Company") in accordance with Rule 4901:1-6-12, Ohio Administrative Code.

Basic local exchange service, as defined in Section 4927.01, Revised Code, means residential end-user access to, and usage of, telephone company-provided services over a single line, or small-business-end-user access to and usage of telephone –company-provided services over the business's primary access Line of Service, which in the case of residential and small-business access and usage is not part of a bundle or package of services. BLES enables a customer to originate or receive voice communications within a local service area and consists of the following services:

(a) Local dial tone service;

(b) For residential end users, flat-rate telephone exchange service;

(c) Touch tone dialing service;

(d) Access to and usage of 9-1-1 services, where such services are available;

(e) Access to operator services and directory assistance;

(f) Provision of a directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accomodations made for private listings;

(g) Per call, caller identification blocking services;

(h) Access to telecommunications relay service; and

(i) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

EXCHANGE RATES

A. EXCHANGE RATES AND THEIR APPLICATIONS

1. Exchange Name: Arcadia

a. EAS TO: Bloomingdale, Findlay, Fostoria, Van Buren, and Vanlue

	Monthly Rate[1/]			
Business Service	Current	Maximum	Anniversary Date	(A)
Single Party	$45.20	$46.45 (I)	August 8, 2013	(A)
Residence Service				
Single Party	$24.65	$25.90 (I)	August 8, 2013	(A)

1/ Includes Touch-Call Service. Effective August 6, 2007, the rates for Residential and Business customers who do not have Touch-Call Service will be grandfathered and will see no change in their monthly rate. Any subsequent change to service made by such a grandfathered customer, however, will result in the loss of the grandfathering exception and will require that customer to upgrade to Touch Call Service.

EXCHANGE RATES

B. PAYSTATION SERVICE

1. General

Paystation Service provides telephone service to a customer-leased or owned paystation with or without coin collecting devices. A Paystation Access Line permits providers of such service to provide pay telephone service to the public.

2. Rules and Regulations

a. Paystation Service will be considered a business service for the purpose of applying the terms, rates and conditions found elsewhere in this tariff.

b. Only one paystation instrument may be connected to each Paystation Access Line.

c. The customer shall be responsible for the installation, operation and maintenance of any paystation instrument used in connection with this service.

d. Coin-free operator and emergency 911 access must be available from all paystations.

e. The demarcation point between Company facilities will generally be the minimum point of entry at the customer's premises. A Standard Network Interface will be installed at the location determined by the Company which is accessible to both the customer and the Company.

f. The Company reserves the right to disconnect service when the paystation provider does not comply with the F.C.C. and state rules and regulations related to paystation service.

EXCHANGE RATES

B. **PAYSTATION SERVICE** (Continued)

3. Rates and Charges

	Monthly Rate
Paystation Access Line[1]	$45.20

[1] Installation, move and change charges will be those applicable to business service.

EXCHANGE RATES

C. **TOUCH-CALL SERVICE**[2]

1. General

Touch-Call Service provides for the origination of telephone calls through the use of telephone instruments equipped with pushbuttons in place of the standard rotary dial.

2. Rates

a. The monthly rate for Touch-Call Service is in addition to the applicable local exchange rate for the class of service provided.

	Current Monthly Rate	Maximum Monthly Rate	NRC
b. Rates			
1) Each central office line			
a) Business	$1.75	$1.75	(1)
b) Residence	1.75	1.75	(1)

(1) Service Connection Charges apply. See Section 6.

[2] Touch Call Service is now part of the local access line rates shown elsewhere in this tariff. Effective August 6, 2007, this service will be grandfathered to current customers. Any subsequent change to service made by such a grandfathered customer, however, will result in the loss of the grandfathering exception and will require that customer to upgrade to Touch Call Service.

EXCHANGE RATES

D. **PER CALL BLOCKING**

Enables customers to prevent the disclosure of their telephone number or name and number on a per call basis to the called party. This disclosure of the calling party's number or name and number can be prevented on a per call basis by dialing *67 (1167 from a rotary phone) before making a call. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number or name and number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number or name and number. Per Call Blocking is provided to all customers at no charge.

Per Call Blocking will be provided on calls originating from paystations used by the general public and party lines.

EXCHANGE RATES

E. **SPECIAL SERVICE AND FACILITIES** (Residence Only)

1. General

Special service and facilities, not ordinarily used in furnishing of telephone service and not otherwise mentioned in, provided for or contemplated by the tariff schedules of the Telephone Company, may be furnished or leased pursuant to special contract for such special service or facility for such period as may be agreed upon, not to exceed one year, provided such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Telephone Company. In the event of any such special service or facility or the use made thereof interferes with the furnishing of the telephone service by the Telephone Company, the Telephone Company may terminate such contract and cease to furnish such special service or facility after thirty days written notice to the subscriber, and provided further that the Commission may terminate such contract wherever, in its opinion, public interest requires such termination.

SERVICE CONNECTION CHARGES

A. **DEFINITIONS**

1. Service Charges

A service charge consists of one or more of the following nonrecurring charges for work required due to subscriber request. The charges below are separately established in order to provide a reasonable basis for an equitable recovery of the costs incurred in the required operations.

a. Service Order Charge – Applicable for receiving information and taking action in connection with a subscriber's or applicant's request. Service order charges are classified as either initial, subsequent, or record.

b. Premises Visit Charge – Applicable for a required trip to subscriber's premises in connection with establishment of service, or rearrangement of service.

c. Central Office Work Charge – Applicable for testing and connecting functions required within the central office.

d. Line Connection Charge – Applicable for work required due to a customer's service request on the circuit between the serving central office up to and including the protector on the customer's premises or on an outside circuit between premises or between locations on the same premises.

e. Restoration Charge – Applicable for restoral of service following a temporary suspension of such service.

f. Miscellaneous Charges – Applicable under a variety of circumstances. The charges usually consist of a combination of one or more service charges.

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SERVICE CONNECTION CHARGES

A. **DEFINITIONS** (Continued)

2. Serving Exchange

The exchange in which the serving central office is located and from which dial tone is originated.

3. Local Exchange

The exchange in which the customer's premises is located. Outside plant facilities are extended from the local switching center to the customer's premises.

4. Line Segment

A line extending from the local exchange central office to the subscriber's premises.

B. **APPLICATION**

1. General

a. Service charges are applicable for all services furnished to the subscriber as herein provided. The charges are intended as a means of recovering a portion of the costs of the operations required due to subscriber's request.

b. Service charges are not applicable for:

1) Work functions which are not required due to the subscriber's request.

2) Normal maintenance and repair of the Company's service.

3) Company initiated orders, e.g., a number change required by a cutover or regrade.

4) Record orders issued for correction purposes.

5) Change or correction in name or billing address when there is no change in responsibility and no connection, disconnection, move or change in the service.

SERVICE CONNECTION CHARGES

B. **APPLICATION** (Continued)

1. General (Continued)

b. Service Charges are not applicable for: (Continued)

6) Change in telephone number made at the Company's initiative or at the subscriber's request when the change is required for continuation of satisfactory service.

c. No service charges other than termination charges apply for the disconnection, discontinuance or removal Out (O) and From (F) orders of service. Termination charges apply only as specified in Section 4.

d. Charges specified in this section apply to services provided in conjunction with connecting companies. The non-recurring charge applicable for the establishment of these services is the total of those non-recurring charges applicable from this section, plus those provided for in the connecting company tariff.

e. The combination of charges applicable for a move or change of service will not exceed the charges applicable for a new installation of that service.

f. Service charges do not apply for the reestablishment for the same subscriber of service at a location which has been destroyed or made untenable by fire, wind, or water. Service charges do not apply for establishment of service at a new location for a temporary period, for establishment of service at a new and permanent location, or fore reestablishment of service at the same location for other than the previous subscriber.

SERVICE CONNECTION CHARGES

B. **APPLICATION** (Continued)

1. General (Continued)

g. When all required service facilities are already in place, a service charge does not apply for a subscriber to connect an item of customer-provided terminal equipment to that subscriber's existing service under the provisions of Part 68 of the FCC Rules and Regulations. If additional facilities are required or requested, the appropriate service charge(s) will apply. When all required service facilities are already in place, a service ordering charge only will apply for service added or changed in connection with existing service. If additional services are required or requested, the appropriate service charge(s) will apply.

h. Incorporated in this section is the assumption that the subscriber will allow the Company to complete the requested operations in a manner determined by the Company to be reasonable and efficient. When the subscriber insists, after thorough explanation by the company of the additional charges which would be applicable, that the Company carry out additional or extraordinary work which would not otherwise be required to complete the desired operation, charges in addition to those applicable as specified in this section may be applied. Additional work operations such as premises visits made to deliver new telephone number designations or additional service orders processed to effect multiple completion dates requested by the subscriber will be charged for at the levels specified in paragraph C. Other activity necessitated by requests of the subscriber such as work during other than normal business hours will be charged for at levels not to exceed differential costs of labor and material. This provision in no way relieves the Company from the requirement of providing reasonable and efficient service at the charges specified in this Tariff.

i. If the customer is known to be a credit risk to the Company, payment of service charges may be required before the work is begun.

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

SERVICE CONNECTION CHARGES

B. **APPLICATION** (Continued)

2. Service Order Charges

a. A service order charge is applicable in addition to the appropriate premises visit, central office work, and/or installation charge(s).

b. Only one service order charge is applicable for all requests for the same subscriber made at one time for service at one premises. When the subscriber specifically requests multiple completion dates which would not normally be scheduled by the Company or when the request requires work on more than one premises of the subscriber, an appropriate service order charge is applicable for each completion date and/or each premises.

c. The initial service order charge is applicable for requests for:

1) Initial connection of service.

2) Transfer of service involving a request for a final bill or, if a final bill is not requested, a refusal of the future customer to accept full responsibility for the former customer's account.

d. The subsequent service order charge is applicable for requests for the following connections, additions, moves or changes to an established service.

1) Connection of on-premises line services.

2) Transfer of facilities from one building (mobile or otherwise) to another building of the same subscriber on the same premises to disconnection and connection of facilities involved in move or a building and reestablishment of service for the same subscriber on the same premises when there is no interruption of service other than that incident to the work involved.

3) Change from business to residence or residence to business service. The charge for the class of service (business or residence) to which the subscriber's service is being converted is applicable.

SERVICE CONNECTION CHARGES

B. **APPLICATION** (Continued)

2. Service Order Charges (Continued)

   e. The record service order charge is applicable for the following customer requests.

      1) When a service order is processed for the purpose of billing the customer for an item he has picked up a the business office.

3. Premises Visit Charge

   a. The premises visit charge is applicable if a premises visit is required to complete any requested work on the subscriber's premises except as provided in b. below.

SERVICE CONNECTION CHARGES

B. **APPLICATION** (Continued)

3. Premises Visit Charge (Continued)

   b. The premises visit charge does not apply for:

      1) Removal of service.

      2) Number change on a local central office line except as provided in B.1.i.

      3) Restoration of service.

      4) Return trips to the same premises required due to time, or service limitations of the Company.

      5) See paragraph B.1.b.

   c. A premises visit charge applies for visits to each premises required due to the subscriber's request except that additional premises visit charges do not apply for visits to more than one premises of the same subscriber made due to the request made at one time if additional vehicular travel beyond the first premises is not required.

   d. A premises visit charge applies for each return visit to the subscriber's premises which is required due to requests of or limitations imposed by the subscriber. (See paragraph B.1.i.)

4. Central Office Work Charge

   a. The central office work charge is applicable for work in the central office required in:

      1) Connection or reconnection of local exchange lines.

      2) Number change on a local exchange central office line.

SERVICE CONNECTION CHARGES

B. **APPLICATION** (Continued)

4. Central Office Work Charge (Continued)

b. One central office work charge applies for each central office line connected or for a change in telephone number of each central office line.

c. The central office work charge applies as specified below for work required in the central office.

1) One central office work charge applies for work in each serving central office in which a connection is required.

2) For the restoration of a line segment after suspension one central office work charge applies for each serving central office in which a connection is required.

d. Central Office Work Charges do not apply for:

1) Connection of circuits which do not require central office work.

2) Transfer of service when there is no lapse in service.

3) Work required in intermediate central offices through which interoffice trunks may be routed in order to connect service central offices.

SERVICE CONNECTION CHARGES

B. **APPLICATION** (Continued)

5. Line Connection Charge

a. The line connection charge is applicable for work required due to a customer's service request on the circuit between the serving central office up to and including the protector on the customer's premises or on an outside circuit between premises or between locations on the same premises.

b. The line connection charge is not applicable for:

1) Disconnection or suspension of service.

2) Rearrangement or move of the line, drop wire, or outside circuit required for the continuation of satisfactory service.

3) Work on circuits between premises within the same building.

c. The line connection charge is applicable for the rearrangement or disconnection and later reconnection of a drop wire, outside circuit and/or protector initiated by the action of the subscriber, e.g., building maintenance or construction, cutting of trees or limbs by the subscriber, etc.

SERVICE CONNECTION CHARGES

C. **SCHEDULE OF CHARGES**

		Residence Monthly Rate	Business Monthly Rate
1.	Service Order, per order**		
	a. Initial Request	$33.50	$36.00
	b. Subsequent Requests	16.00	17.00
	c. Record Order Change	6.75	6.75
2.	Premises Visit, each visit	15.85	11.50
3.	Central Office Wiring, per line**	6.75	6.75
4.	Line Connection Charge, per line**	20.85	20.85
5.	Restoration of Service	22.75	22.75

D. **SERVICE CONNECTION CHARGE WAIVER**

Residential customers returning to TDS Telecom service will receive a waiver of all installation charges. In order to receive the waiver, customers must not have any outstanding charges from the Company.

The installation charges that will be waived for returning customers are marked (**) above.

SERVICE CONNECTION CHARGES

E. **RESTORATION OF SERVICE**

1. In the event service is temporarily suspended for nonpayment of charges, such services will be restored upon payment of:

   a. All charges due, see Section 4.

   b. The restoration charge as specified in paragraph C, may be collected or billed on the customers next statement, at the option of the Company.

2. When a customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company Out (O) service order, service will be reestablished only on the basis of an application for new service or an In (I) order and the service connection charges in paragraph C.1. through C.4. will apply accordingly.

SERVICE CONNECTION CHARGES

F. **TERMINATION CHARGE**

1. A termination charge determined in accordance with the provisions below applies when the subscriber terminates a service which bears a basic termination liability prior to the expiration of the initial service period specified for that service.

2. The basic termination liability and the initial service period are indicated in the section of this Tariff covering the service items to which they apply.

3. The applicable termination charge is determined by multiplying the basic termination liability by the fraction which the unexpired portion of the initial service period bears to the full initial service period.

4. When a subscriber discontinues one or more units of a group of the same item, the equipment latest installed shall be considered as the equipment first discontinued.

5. When a subscriber cancels an order for service carrying a basic termination liability prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in the engineering, ordering and providing the service. The termination charge in this event will not exceed the basis termination liability.

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N11 SERVICES

A. GENERAL

In compliance with FCC Order 00-256 in CC Docket 92-105 and subsequent orders, N11 Service ("N11") establishes a three-digit local dialing arrangement in the Central Office that automatically transfers "N11" calls to another pre- programmed telephone number (point-to number) determined by the N11 Subscriber.

B. DEFINITIONS

The Federal Communications Commission (FCC) administers the N11 codes, and has nationally assigned 211, 311, 511, 711, and 811 to the following special services.

"211"
211 is assigned for community information and referral services.

"311"
311 is assigned for non-emergency police and other governmental information.

"511"
511 is assigned for traffic and transportation information.

"711"
711 is assigned for access to Telecommunications Relay Service (TRS).

"811"
811 is assigned for state One Call Services for providing advance notice of excavation activities to underground facility operators.

C. CONDITIONS AND LIMITATIONS

1. Requests for utilization of the N11 dialing code will be provisioned only to those entities who have been granted authorization to use the N11 dialing code by the state regulatory authority, consistent with applicable state law for the assignment of the N11 code.

2. Only one 7 digit or 10 digit or 800 toll-free number may be used as the lead number per basic local calling area.

3. Directory listings may be provided for N11.

N11 SERVICES

C. **CONDITIONS AND LIMITATIONS** (Continued)

4. Access to N11 is not available to the following classes of service:
   - 1+
   - 0+, 0-(credit card, third-party billing, collect calls)
   - 101XXXX

   In addition, operator assisted calls to the N11 Subscriber will not be completed.

5. Suspension of N11 Service is not allowed.

6. The N11 Subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required to adequately handle calls to N11 without impairing the Company's general telephone service or telephone plant.

7. The Company will provide both oral and written notification when a N11 Subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other Subscribers of N11. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measures when the N11 Subscriber make no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

8. Calls to N11 will be delivered over existing facilities. If the N11 Subscriber requires different facilities or services; the terms, conditions, and rates for those services found elsewhere in this tariff will apply.

9. N11 Service does not provide calling number information in real time to the N11 Subscriber. If the N11 Subscriber needs this type of information, the Subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.

10. The Company will provision the Subscriber's order within a reasonable time, given the complexity of the order. The N11 Subscriber will be billed the charges when the service is provisioned by the Company.

    If the N11 Subscriber cancels the order or decides to discontinue service, the N11 code will be recalled and the number will be considered available for reassignment. Any non-recurring charges associated with the establishment of service may not be refunded or waived.

N11 SERVICES

C. **CONDITIONS AND LIMITATIONS** (Continued)

11. If the point-to number provided by the N11 Subscriber is disconnected, the Company will route the N11 call to a pre-recorded announcement for 60 days. The announcement will advise the N11 caller that the service is not available.

12. The Company only provides N11 dialing to its own customers. The N11 Subscriber should work separately with other providers of telecommunication services for the arrangement of N11 to their customers.

13. The N11 Subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.

14. The N11 Subscriber is restricted from selling or transferring the N11 code to an unaffiliated entity, either directly or indirectly.

15. The N11 Subscriber shall abide by all terms and conditions, which may be identified by the FCC in CC Docket 92-105 or subsequent dockets regarding the use and return of the N11 dialing code. The N11 Subscriber will be required to migrate to any access arrangement offered in the Company's tariff within the required notice period. If a recall is ordered, the company will work with the N11 Subscriber affected by such recall to transfer their service arrangements within the required notice period. The N11 Subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.

16. The N11 Subscriber, will be liable for, and will indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.

17. The N11 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via N11. If requested by the Company, the N11 subscriber will assist the Company in responding to complaints made to the Company concerning the subscriber's N11 service.

N11 SERVICES

C. **CONDITIONS AND LIMITATIONS** (Continued)

18. The Company may take all legal and practical steps to disassociate itself from N11 Subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.

19. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties in Company facilities and equipment or on equipment owned or leased by the Subscriber.

20. The Company, its employees, or its agents are not liable to any person for civil damages resulting from or caused by any act or omission in the development, design, installation, operation, maintenance, performance or provision of N11 service, except for willful or wanton misconduct.

21. This service will also be subject to the general regulations of the Company as listed in Section 4 of this tariff.

22. The Company will make every effort to route 8-1-1 calls to the appropriate calling center; however it will not be held responsible for routing mistakes and errors, interruptions of service, or intervening acts of nature that interfere with telephone service. The Company's obligation under 8-1-1 applies solely to the transmission of the call and ends upon call completion to the designated point-to number.

D. **RATES AND CHARGES**

N11 Subscribers will pay the normal tariffed charges for the local exchange access arrangements used for transporting and terminating messages at the N11 Subscriber's designated premises.

		Nonrecurring Charge
1.	Initial Set-up/Activation, Per Central Office Switch Translated or Changed	$110.00
2.	Change point-to number per Subscriber request Per central office	$15.00

GENERAL RULES AND REGULATIONS

A. **APPLICATION**

1. General

a. The rules and regulations specified in this Tariff apply to the intrastate services and facilities furnished by the Arcadia Telephone Company in the Continental, Grover Hill and Miller City exchanges, hereinafter referred to as the Company, subject to the jurisdiction of the Public Utilities Commission of Ohio.

1) Failure on the part of the customers to observe these regulations of the Company, after due notice of such failure, automatically gives the Company the privilege to discontinue the furnishing of service.

b. The regulations or conditions contained in the Local Exchange Tariff shall govern in the event of a conflict between these general regulations and any conditions applicable to the General Exchange and Local Exchange Tariff.

c. These tariffs cancel and supercede all other tariffs of the Company issued and effective prior to the effective dates shown on individual sheets of this Tariff.

d. The regulations of the Company apply to the service(s) furnished by it when services and/or facilities are provided in part by this Company and in part by other companies.

e. The customer is required to pay all charges for exchange service in accordance with provisions contained elsewhere in this Tariff. Bills for local exchange service are payable monthly in advance. The customer is responsible for al charges for telephone service rendered at his telephone.

GENERAL RULES AND REGULATIONS

B. **OBLIGATION AND LIABILITY OF THE COMPANY**

1. Availability of Facilities

   a. The Company's obligation to furnish exchange and toll telephone service is dependent upon its ability to service and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of such facilities.

2. Liability of the Company

   a. Transmitting Messages

      1) The Company does not transmit message, but offers the use of its facilities, where available, for communications between parties, subject to the regulations and conditions specified in this Tariff.

   b. The customer indemnifies and save the Company harmless against the following:

      1) Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.

      2) Any defacement or damage to the customer's premises resulting from the existence of the Company's facilities on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of negligence fo the Company or its employees.

      3) Any accident, injury or death occasioned by its facilities when such is not due to the negligence of the Company.

      4) Claims for libel, slander, or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or used in connection with, facilities of the Company, apparatus and systems of the customer; and against all toher claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

      5) Liability for failure to provide service.

GENERAL RULES AND REGULATIONS

B. **OBLIGATION AND LIABILITY OF THE COMPANY** (Continued)

2. Liability of the Company

b. (Continued)

6) Any damage, injury, or death, resulting from the existence of Company-provided explosive atmosphere equipment on such premises when such damage, injury or death is not the result of negligence of the Company or its employees.

c. 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. recognizes that since it is 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.

GENERAL RULES AND REGULATIONS

C. **USE OF SERVICE AND FACILITIES**

1. Customer Service

   a. Customer telephone service, as distinguished from Public and Semi-Public Telephone Service is furnished only for use by the customer, his family, employees or representatives, persons residing in the customer's household, or guests of the customer, except as the use of service may be extended to:

      1) Joint Users.

      2) Guests and tenants of hotels, motels, hospitals, apartment houses and apartment hotels.

      3) Members of a club.

      4) Persons temporarily subleasing a customer's residential premises.

      5) Patrons of the customer and the public in connection with automatic dialing equipment arranged for the origination of telephone calls only to pre-recorded or preset telephone numbers.

      6) The public in connection with municipal emergency fire and police reporting stations.

2. Telephone Numbers

   a. The customer has no property right in the telephone number or any right to continuance of service from any specific central office; and the Company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business.

3. Tampering With Facilities

   a. The Company may deny telephone service to any person(s) whose facilities owned by the Company shows evidence of tampering or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges for the service rendered.

GENERAL RULES AND REGULATIONS

C. **USE OF SERVICE AND FACILITIES** (Continued)

4. Alterations

   a. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him necessitates changes in the Company's current charges for such changes.

5. Misuse of Company-Provided Services

   a. The Company may deny telephone service, after notification, to any person(s) who, over the facilities furnished by the Company, uses or permits to be used, foul, abusive, obscene or profane language, or in the manner which could reasonably be considered frightening to others.

6. Use for Unlawful Purposes

   a. The service is furnished subject to the condition that it shall not be used for unlawful purposes.

7. Maintenance and Repairs

   a. All costs associated with that maintenance and repair of facilities furnished by the Company will be borne by the Company, except as specified elsewhere in this tariff.

   b. The Company will be reimbursed for any loss or damage to its facilities on the customer's premises resulting from intentional destruction or any other cause, except from fire or unavoidable accidents.

8. Right of Ingress/Egress

   a. All facilities furnished by the Company, on the premises of a customer, are the property of the Company. The Company's agents and employees shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the facilities or for the purpose of making collections or upon termination of the service or for the purpose of removing such facilities.

9. Unusual Installation Costs

   a. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs as provided elsewhere in this Tariff. (See "Special or Experimental Assemblies of Equipment".)

GENERAL RULES AND REGULATIONS

D. **APPLICATION OF BUSINESS AND RESIDENCE RATES**

1. Business Rates Apply at the Following Locations:

   a. In offices, stores, factories, mines and all other places of a strictly business nature.

   b. In boarding houses (except as listed under D.2.), offices of hotels, halls, and apartment buildings, quarters occupied by clubs or lodges, public, private, or parochial schools or colleges, churches, hospitals, libraries and other similar institutions (does not include dormitory rooms at schools and colleges).

   c. At residence locations when the customer has no regular business telephone and the use of the service, either by himself, members of his household or his guests, or parties calling him, can be considered as more of a business than of a residence nature. This may be indicated by advertising either by business cards, newspapers, handbooks, billboards, circulars, motion picture screens, or other advertising media, such as on vehicles, etc. When such business use is not such as commonly arises and passes over to residence telephone during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.

   d. At residence locations where an extension station or extension bell is located in a shop, office, or other place of business.

   e. In a residence where business and residence are in the same premises and a telephone is not installed in the business.

   f. In any location where the listing of service at that location indicates a business, trade or profession, except as specified under D.2.

GENERAL RULES AND REGULATIONS

D. **APPLICATION OF BUSINESS AND RESIDENCE RATES** (Continued)

2. Residence Rates Apply at the Following Locations:

a. In a private residence where business listings are not provided.

b. In private apartments of hotels, rooming houses or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.

c. In the place of residence of a clergyman or nurse, and in the place of residence of a physician, surgeon or other medical practitioner, dentist or veterinarian, provided the customer does not maintain an office in the residence.

d. In college fraternity or sorority houses where individual-line service is provided.

e. Societies, clubs, churches and organizations will be furnished service at regular rates for comparable residence service when:

1) such groups are maintained primarily through the collection of dues from members;

2) such groups do not engage in or benefit financially from any commercial or merchandising activity. Any group engaging in this type of activity must demonstrate, upon request, that such activity is incidental to normal operations;

3) such service is maintained continuously throughout the year.

Party line services will not be furnished to such subscribers.

GENERAL RULES AND REGULATIONS

E. **ESTABLISHMENT AND FURNISHING OF SERVICE**

1. Application for Service

   a. Applications for service may be made orally or in writing. These applications become contracts up on the establishment of service. Applicants for service may be required to pay an advance payment. The terms and conditions specified for such contracts are subject to these General Regulations, the General Service Tariff and the Local Service Tariff for the exchange from which service is to be furnished.

   b. Any change in rates, regulations or conditions prescribed and approved by the Public Utilities Commission of Ohio shall act as a modification of the contract to that extent without further notice.

   c. Requests from customers for additional service may be made orally. A move from one geographic location to another within the same exchange is not considered to terminate the contract; orders for such changes may be made orally.

2. Service Requirements for Basic Local Exchange Service (BLES)

   a. The Company shall conduct its operations as to ensure that the service is available, adequate, and reliable consistent with applicable industry standards.

   b. The Company shall provide Basic Local Exchange Service (BLES) pursuant to the following standards:

      1) BLES shall be installed within five business days of the receipt by a telephone company of a completed application for new access line service, unless the customer requests or agrees to a later date.

GENERAL RULES AND REGULATIONS

E. **ESTABLISHMENT AND FURNISHING OF SERVICE** (Continued)

2. Service Requirements for Basic Local Exchange Service (BLES) (Continued)

b. The Company shall provide Basic Local Exchange Service (BLES) pursuant to the following standards: (Continued)

2) The requirement to install BLES in paragraph E.2.b. (1) above, is not applicable where any of the following exist:

a) A customer or applicant has not met pertinent tariff requirements.

b) The need for special equipment or service.

c) Military action, war, insurrection, riot, or strike.

d) The customer misses an installation appointment.

3) The Company will make reasonable efforts to repair a BLES outage within twenty-four hours, excluding Sundays and legal holidays, after the outage is reported to the Company.

4) A BLES outage or service-affecting problem will be repaired within seventy-two hours after it is reported to the Telephone Company.

5) If a BLES outage is reported to the Telephone Company and lasts more than seventy-two hours, the Company will credit every affected BLES customer, of which the Company is aware, in the amount of one month's charges for BLES.

6) The customer credit in paragraph E.2.b. (5) above is not applicable if the condition or failure to repair occurs as a result of any of the following:

a) A customer's negligent or willful act.

b) Malfunction of customer-owned telephone equipment or inside wire.

c) Military action, war, insurrection, riot, or strike.

d) Customer missing a repair appointment.

GENERAL RULES AND REGULATIONS

E. **ESTABLISHMENT AND FURNISHING OF SERVICE** (Continued)

3. Payment of Charge for Service

a. Deposits

1) The Company may, in order to safeguard its interest, require a deposit. The deposit will not exceed two hundred thirty percent (230%) of the customer's average monthly bill based upon the customer's service account billing history for the same recurring regulated charges for the class of service seeking to be established with the telecommunications provider.

b. Bills are due not less than fourteen days from the date of the postmark.

c. The customer is responsible for the payment of charges for all services furnished including, but not limited to, calls originated or accepted at a customer's service location.

d. Payment for service will be individually categorized as local service and toll service. Any payment arrangement agreed upon by the Company and the customer must also individually categorize local service and toll service.

e. Partial payments will be applied to regulated local service charges first, before being applied to toll charges.

f. Failure to pay Charges for Service

1) Regular Monthly Bills

a) A residence customer's monthly service bill which has remained unpaid for a period of more than fifteen (15) calendar days following the date of the bill, if mailed, or delivered by other means, shall be considered a delinquent bill.

b) A business customer's monthly service bill which has remained unpaid for a period of more than fifteen (15) calendar days following the date of the bill, if mailed, or delivered by other means, shall be considered a delinquent bill.

GENERAL RULES AND REGULATIONS

E. **ESTABLISHMENT AND FURNISHING OF SERVICE** (Continued)

3. Payment of Charge for Service (Continued)

f. Failure to pay Charges for Service

2) Late Payment Charges

a) A Late Payment charge of 1.5% per month applies to all past due balances; except that the charge is not applicable until a Residential or Business customer's amount past due exceeds $24.65.

b) Customers with past due balances that sign up for electronic payments will receive a one-time waiver of the late payment charge.

c) The Late Payment Charge will not be assessed until at least nineteen days after the postmark on the customer's bill. The Late Payment Charge will not apply to any portion of the bill that is in bona fide dispute, any previous late payment fees included in the amount due, or to service establishment charges for lifeline services.

d) Final collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of the customer. Notice of intention to pay late will not avoid this charge.

g. The Company may disconnect BLES for nonpayment of any amount past due on a billed account not earlier than fourteen days after the due date of the customer's bill, provided that the customer is given notice of the disconnection seven days before the disconnection.

h. When a residential subscriber's local service is disconnected for nonpayment, the Company shall maintain the subscriber's access to emergency services for a period of as least fourteen days following such disconnection.

GENERAL RULES AND REGULATIONS

E. **ESTABLISHMENT AND FURNISHING OF SERVICE** (Continued)

3. Payment of Charge for Service (Continued)

i. Such notice of disconnection may be included on the customer's next bill, provided the bill is postmarked at least seven days prior to the date of disconnection of service reflected on the bill, and provided that the disconnection language is clearly highlighted such that it stands apart from the customer's regular bill language. The notice will identify the total dollar amount that must be paid to maintain BLES, the earliest date disconnection may occur, and the following statement:

"If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called TDS Telecom, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov."

For residential disconnection notices, the text will also include:

"Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org."

j. The Company will, unless prevented from doing so by circumstances beyond the telephone company's control or unless the customer requests otherwise, reconnect a customer whose basic local exchange service was disconnected for nonpayment of past due charges not later than one business day after the day the earlier of the following occurs:

1) The receipt by the Company of the full amount of past due charges.

2) The receipt by the Company of the first payment under a mutually agreed upon payment arrangement.

GENERAL RULES AND REGULATIONS

E. **ESTABLISHMENT AND FURNISHING OF SERVICE** (Continued)

4. Telephone Directories

a. The Company will make available to its customers at no additional charge a telephone directory in any reasonable format, including but not limited to a printed directory, an electronic directory accessible on the internet or available on a computer disc, or free directory assistance. The telephone directory will include all published telephone numbers in current use with the Telephone Company's local calling area, including numbers for an emergency such as 9-1-1, the local police, the state highway patrol, the county sheriff and fire departments, the Ohio relay service, operator service, and directory assistance.

b. Upon customer request, the Company will make available to BLES customers the option to have a printed directory at no additional charge.

c. The Company will also provide to its BLES customers with a free listing in that directory, with reasonable accommodations made for private listings.

GENERAL RULES AND REGULATIONS

F. **TERMINATION OF SERVICE**

1. At Customer's Request

a. The Company will discontinue service and remove it's equipment upon request of the customer, and:

1) The customer shall remain responsible for all service used and the billing therefore until service is disconnected pursuant to such notice.

2) After requested by the customer the company will disconnect the service and the customer will not be liable for any service rendered to that address after the disconnect date.

3) The customer shall not charge service to authorize the charging of service to any account which has been disconnected at the customer's request or otherwise. A customer shall be responsible for any service he or she charges or authorize charged to such an account in violation of the prohibition in the foregoing sentence.

b. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished plus any termination charges which might be applicable.

c. Where a contract for service with a one (1) month minimum period is canceled before establishment of the service is completed, a charge not to exceed the service charge specified is applied if all or a portion of the facilities has been installed.

d. No minimum or termination charge will apply (unless otherwise stated specifically in this Tariff) where a new customer takes over the service of the former customer, provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new customer.

e. No minimum or termination charge will apply in the event the service is terminated because of condemnation, destruction or damage to property by fire or other cause beyond the control of the customer.

GENERAL RULES AND REGULATIONS

G. **MINIMUM CONTRACT PERIODS**

1. Except as specified elsewhere in this Tariff, the minimum contract period is one (1) month from the date service or additions to service are established and the minimum charge is the authorized rate for one (1) month. For purposes of rate administration, each month is considered to have thirty (30) days.

2. The Company may require a contract period longer than one (1) month at the same location in connection with special types or arrangements of equipment or for unusual construction necessary to meet specific demands for service. If a contract period is longer than one (1) month, the terms of the contract will be put in writing and signed by the customer and a representative of the company.

GENERAL RULES AND REGULATIONS

H. **CONSTRUCTION CHARGES** (T)

1. General (C)

a. Construction charges are non-recurring charges applicable under certain conditions or for extending company facilities in order to provide telecommunications services. These charges are in addition to applicable charges for the class of service furnished, service connection charges, charges for moves and changes, and other charges that may be applicable.

b. Reasonable rates and charges for the provision of telecommunications services involve consideration of the costs and degree of risk associated with the provision of the services. Some situations may involve substantial extra cost or risk to the Company, such as, but not limited to the following:

1) the facilities may be temporary;
2) facilities are ordered in advance of actual Applicant demand for service;
3) unusual costs are involved in furnishing the service;
4) the cost of providing service may involve considerable investment to extend facilities beyond existing facilities:

2. Definitions

a. Advance in Aid of Construction: Funds provided to the Company by the applicant under the terms of a construction agreement, which may be refundable.

b. Applicant: A person, business or agency applying for telecommunications services for a location that currently does not have facilities established. This would include developers.

c. Application: A request to the Company for telecommunications services. This does not include an inquiry as to the availability or charges for such services.

d. Contribution in Aid of Construction: Funds provided to the Company by the applicant under the terms of a construction agreement or construction tariff which are not refundable.

e. Construction Allowance: The portion of new construction and facilities provided at no charge.

f. Cost: Costs associated with the construction of new facilities include, but are not limited to, engineering, labor, materials, equipment, government fees and charges, right-of-ways, road crossings, road boring, trenching, etc.

g. Developer: An Applicant who is responsible for requesting placement and subsequent payment of telecommunications services in a new area for permanent residential and/or business telecommunications services prior to, or in conjunction with, a request for telecommunications services by a customer located in that new area. The new area to be developed is defined as a tract of land which is divided or proposed to be divided into 5 or more lots, parcels, or units. (C)

GENERAL RULES AND REGULATIONS

H. **CONSTRUCTION CHARGES** (Continued) (T)

2. Definitions: (Continued) (C)

h. Easement: A right given to another person or entity to trespass upon land that person or entity does not own. Easements are used for roads, private property, etc. given to utility companies for the right to bury cables or access utility lines.

i. Group Application/Group Project: A request for telecommunications services to 4 or less premises which are located one-half mile or less between each other by individuals who wish to establish telecommunications services at the same time.

j. Line Extension: Company outside plant that is required to extend Company facilities and service beyond the existing facilities of the Company

k. New Construction: The placement of those additional facilities required to extend telecommunications services from the nearest existing working facility within the wire center to the Applicant(s) premises.

l. Permanent Service: Service provided at a premise that has a permanent foundation and connections to basic utilities such as water, gas, and electricity.

m. Right of Way: Legal access to land not owned by the Company for the purpose of digging trenches, laying cable or planting poles.

n. Service Drop: Service conductor six pair or smaller delivering service to the customer premise from the service provider's last network access point.

o. Special Construction: When an Applicant(s) requests specific and/or unusual plant, equipment, or services to be installed.

p. Temporary Service: Service to premises or enterprises which are temporary in character, or where it is known in advance that the service will be a limited duration. Service which, in the opinion of the Company, is for operations of a speculative character is also considered temporary service.

3. Extension of Telephone Facilities

a. General

1. The provisions of this section apply only to requests for the extension of basic local exchange service to applicants, who in the Company's judgment, will be permanent customers of the Company. Provisions for Temporary Service and Seasonal Service are listed elsewhere in this tariff.

2. The Company will determine the location and type of facilities required to provide the quantity and class of service, and to meet quality of service standards unless other arrangements have been agreed upon. (C)

GENERAL RULES AND REGULATIONS

H. **CONSTRUCTION CHARGES** (Continued) (T)

3. Extension of Telephone Facilities (Continued) (C)

a. General (Continued)

3. New construction is based on actual route and average conditions that will enable the Company to extend service to Applicant(s) at a reasonable cost without adding an undue burden to the general body of existing customers.

4 Where new construction is required, the Company will consult with other utilities to minimize construction costs (e.g., sharing trenches, poles, etc.).

5. The Company will construct, own, and maintain outside plant facilities using standard specifications, engineering, design, and materials, unless other arrangements have been agreed upon.

6. Reinforcement of existing physical plant will be provided at the Company's expense except where facilities on private property are provided by the Applicant(s).

7. Upon request by an Applicant for service; the Company will provide, without charge, a preliminary sketch and rough estimate of the construction costs to be paid by the applicant(s).

8. Any construction performed by the Applicant must be authorized and approved by the Company.

9. The Company must receive a Service Order or signed agreement plus payment of any agreed upon Construction Charges before construction begins.

10. The start and completion time will depend on when the Company can coordinate for joint engineering and construction with other utilities; and obtain the material, labor and facilities necessary to complete the new construction.

11. An Applicant(s) ordering service at more than one premise is treated as separate applications at each premise. (C)

GENERAL RULES AND REGULATIONS

H. **CONSTRUCTION CHARGES** (Continued) (T)

3. Extension of Telephone Facilities (Continued) (C)

b. Specific to Single Applicants and Group Applicants/Projects

1. A single Applicant's request may be combined with another Applicant or added to a Group Applicant/Project when there is one-half mile or less of construction between Applicants and/or the grouping results in lower charges (or no increase in construction charges) for all Applicants involved.

2. When the Company receives a group application or project for telecommunications services, any applicable construction charges for shared facilities will be divided between the Applicants.

3. If an Applicant disconnects service, no refund or adjustment is made to the Construction Charge applicable to the Applicant's premises regardless of any future reconnection of basic telephone service by the Applicant or upon connection of telephone service to a new applicant. Upon disconnect, any outstanding construction charge amounts become due and payable immediately. Charges to remaining Group Applicants will not be affected by disconnects. (C)

GENERAL RULES AND REGULATIONS

H. **CONSTRUCTION CHARGES** (Continued) (T)

3. Extension of Telephone Facilities (Continued) (C)

c. Specific to Land Developments

1. The cost and provisioning of facilities covered by one LDA cannot be used for subsequent developments unless provided so in a subsequent LDA.

2. The Developer, at its own cost, provide the Company with a copy of the recorded development plot identifying property boundaries, and with easements satisfactory to the utility for occupancy and maintenance of distribution and service lines and related facilities.

3. Rights-of-way and easements suitable to the utility must be furnished by the developer at no cost to the Company and in reasonable time to meet service requirements.

4. No underground communication facilities shall be installed by a Company until the final grades have been established and furnished to the Company. In addition, the easement strips, alleys and streets must be graded to within six inches of final grade by the developer before the Company will commence construction. Such clearance and grading must be maintained by the developer during construction by the Company.

5. Regardless of who provides the facilities, the Developer holding title to the property will grant and convey to the Company all necessary non-exclusive easements. The easements will provide for the Company to construct, reconstruct, augment, operate, maintain and remove such telecommunications facilities, and appurtenances, from time to time, as the Company may require upon, over, under and across the property.

6. The width and length of the easement will be determined at the time of the request for facilities. In general, all easements will be a standard width of ten feet along the front and rear lot lines and five feet wide along both sides of the lot lines, unless otherwise agreed upon.

7. If, subsequent to construction, the clearance or grade is changed in such a way as to require relocation of any facilities, the cost of such relocation shall be borne by the developer or subsequent owners.

8. The developer shall provide the trenching backfill (including any imported backfill required), compaction, repaving, and any earthwork required to install underground facilities all in accordance with the reasonable specifications and schedules of other utilities in the same area when feasible. At its option, if the Company's cost is equal to or less than that which the developer would otherwise have to bear, the Company may elect at the developer's expense to perform the activities necessary to fulfill the developer's responsibility hereunder. (C)

GENERAL RULES AND REGULATIONS

H. **CONSTRUCTION CHARGES** (Continued) (C)

3. Extension of Telephone Facilities (Continued)

c. Specific to Land Developments (Continued)

9. When developer is required to provide a trench for other underground facilities, the Company shall use common trench as long as the Company's design layout, easement specification, routing and scheduling requirements can be met, unless otherwise agreed upon by Company and Developer in writing or as otherwise established by the Commission.

10. The Developer will allow the Company to inspect the trenching provided by the Developer, and allow for phased inspection of trenching.

d. Specific to Cluster and Mobile Homes Developments

1. Legally sufficient easement must be made available to the Company to accommodate the placing and maintaining of the common communications serving facilities. The surface of the easement area must be brought to final grade prior to the installation of buried or underground telecommunications facilities.

2. A trailer stake (a T shaped stake) must be installed by the Developer at the back side on the mobile homes between every two mobile home parking lots for the purpose of attaching the network interface device (NID) or protector, on the outside of the mobile home unless the Company approves some other arrangement. In no case will the Company provide service when the protector/NID is attached to the mobile home.

3. A Construction Allowance will only be provided to mobile homes located on a permanent pad or foundation. When the mobile home is not mounted on a permanent pad or foundation, such service is considered temporary.

e. Construction Allowance

The following Construction Allowances apply to residential line extensions:

1. Each Applicant with an active service order request will be provided with a one-time construction allowance per premises up to 1000 feet with a maximum of 300 feet on private property. (C)

GENERAL RULES AND REGULATIONS

H. **CONSTRUCTION CHARGES** (Continued) (C)

4. Applicant Provided Facilities and Construction

a. General

1. With the approval of the Company, an Applicant(s) may be allowed to engineer, design, furnish and install facilities some or all of the construction and/or materials in lieu of a paying some or all of the Construction Charges.

2. The Company and the Applicant will enter into a written agreement for the provision of the requested facilities. The agreement will delineate the Company's responsibilities, the Applicant(s) responsibilities, the associated construction costs, allowances and Construction Charges. For Developers, this information can be included in the Land Development Agreement.

3. The Applicant must use the same quality and quantity of materials and methods utilized by the Company for the construction unless the Company has provided written authorization to the Applicant, approving other materials and/or construction.

4. The Applicant must allow the Company to inspect the plans, material, placement of the facilities, and perform conformance testing. The Applicant will inform the Company at least seven working days prior to the construction of facilities by the Applicant so that the Company can schedule its representative to inspect the plans, material and placement of facilities.

5. A Company Representative must be on site when cable is being plowed or if cable is placed in a trench, the trench must be left open until the Company Representative has inspected and approved the installation.

6. All review and inspection work provided by the Company will be charged to the Applicant at the Company's rates for such work.

b. Specific to Single or Group Applicants

The applicant(s) must meet the following specific criteria for any work done in public rights-of-way prior to receiving Company approval:

- Signed liability agreement holding the Company harmless for any action taken as a result of said construction activities;
- Company specified insurance requirements;
- Bonded to cover workmanship and damage;
- Public and Personal Safety Standards; and,
- Approval of appropriate governing bodies. (C)

GENERAL RULES AND REGULATIONS

H. **CONSTRUCTION CHARGES** (Continued) (C)

4. Applicant Provided Facilities and Construction (Continued)

c. Specific to a Developer

1. The Developer must use standard Company specifications in engineering and designing the placement of facilities.

2. The Developer must secure all material.

3. The Developer must provide labor to place the facilities within the development and extend facilities from the closest existing telecommunications facilities of the Company to the development.

4. The Developer must submit job prints, material list, and reimbursable cost amount to the Company for approval prior to the construction of the facilities. The Developer's plans must include trench and backfill plans, specifications, schedules, and coordination of inspection schedules. All permits, rights-of-way and easements shall have been secured and recorded as necessary.

5. Once work is complete and the Company has inspected and conformance tested the facilities, the Developer will transfer ownership of all telephone facilities placed, along with their attendant easements, to the Company. Prior to the transfer, all costs for the facilities and work shall have been paid in full. The transfer will be free and clear of any and all liens and encumbrances, and shall be accompanied by an indemnification holding the Company harmless from all claims arising from the purchase and placement of the telephone facilities. (C)

GENERAL RULES AND REGULATIONS

H. **CONSTRUCTION CHARGES** (Continued) (C)

5. Agreements & Charges

a. Any applicant for service requesting the Company to prepare detailed plans, specifications, or cost estimates may be required to provide a deposit to the Company for an amount equal to the estimated cost of preparation. The estimate will be valid for 90 days after presentation to the applicant(s) unless the Company extends the date. If the applicant authorizes the Company to proceed with the construction of new facilities, the deposit will be credited to the cost; otherwise the deposit shall be nonrefundable.

b. A Land Development Agreement (LDA) signed by both the Company and the Developer s required. The Company will provide the Developer with a copy of the signed agreement.

c. A written agreement or contract signed by both the Company and the Applicant, other than a Developer, is required. The Company will provide the Applicant with a copy of the signed written agreement or contract.

d. The Company will provide the Applicant(s) the estimated construction charges to be paid by the Applicant(s) in writing. The estimated construction charges will be good for thirty days after the Company provides a bill to the Applicant(s).

e. Construction Charges will be associated with the premises for which they were established rather than the Applicant(s). Credit for Construction Charges may not be transferred from one premise to another.

f. With the approval of the Company and at the option of the Company, arrangements may be made for the payment of the Construction Charge for a single Applicant or a group of Applicants in monthly installments over a reasonable period, generally, not to exceed one year. Failure of an Applicant(s) to make monthly installments of Construction Charge may result in suspension or termination of telephone service. All unpaid installments become due upon termination of service. (C)

GENERAL RULES AND REGULATIONS

H. **CONSTRUCTION CHARGES** (Continued) (C)

5. Agreements and Charges (Continued)

g. Additional construction charges may apply based on actual costs for such items as, but not limited to:

1. Extraordinary construction, maintenance or replacement of current facilities;
2. Overtime work at the Applicant's request'
3. Special installation, equipment and assembly not normally provided;
4. Easements & Right of Way
5. Trenching and backfill

h. Receipt of the Applicant(s) payment(s) by the Company for the Applicant's required construction charges will be considered an application for service and the date to move forward with the construction of the new facilities.

i. If the Applicant's share of the actual cost to provide new service exceeds the Applicant's estimated costs to provide new service, the Applicant may be responsible for additional Construction Charge. If the Applicant's share of the actual Construction Charge is less than the estimated Construction Charge, the Company may provide a refund, or credit for excess amount to the Applicant.

j. The Company will determine whether any Aid-To-Construction is required. The amount and detail of the payment or refund for the Aid-to-Construction will be provided in the LDA.

k. Any refunds of Aid to Construction will be non-interest bearing. In no case will any refund exceed the original amount of Aid to Construction.

l. If the Applicant cancels service prior to construction beginning, a charge will not be assessed. If the Applicant cancels service after construction begins, a charge equal to the costs incurred will be assessed and due immediately.

m. Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

1. Nonrecurring charges;
2. Recurring charges;
3. Termination liabilities; or
4. Combinations of 1), 2) and 3) (C)

GENERAL RULES AND REGULATIONS

H. **CONSTRUCTION CHARGES** (Continued) (C)

5. Agreements and Charges (Continued)

n. Basis for Cost Computation

The costs referred to in H.2.f. preceding may include one or more of the following items to the extent they are applicable:

1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

   a) Equipment and materials provided or used;
   b) Engineering, labor and supervision;
   c) Transportation; and
   d) Rights of way and/or any required easements.

2. Cost of maintenance;

3. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;

4. Administrative expenses, taxes on the basis of reasonable average cost for these items;

5. License preparation, processing and related fees

6. Any other identifiable costs related to the facilities provided; or

7. An amount for return and contingencies.

6. Other Types of Construction or Special Conditions

a. Special Types of Construction or Unusual Conditions

Additional Construction Charges may apply to the following situations:

1. Where a special type of construction is desired by an Applicant or a specific route for extensions is requested to meet an Applicant's special requirements and where the construction or route so requested differs from the normal standards of the Company and is not legally required by ordinance, covenant, tract restriction or otherwise. (C)

GENERAL RULES AND REGULATIONS

H. **CONSTRUCTION CHARGES** (Continued) (C)

6. Other Types of Construction or Special Conditions (Continued)

a. Special Types of Construction or Unusual Conditions (Continued)

2. Where existing aerial facilities are requested to be relocated underground in an area where the Company would not, except for such request, relocate its facilities underground.

3. Where, at the request of the Applicant, the Company constructs a greater quantity of facilities than the Company would otherwise construct or normally utilize.

4. Where construction of facilities is required to meet unusual conditions such as (but not limited to) providing service in hazardous and/or inaccessible locations.

b. Temporary Construction or Seasonal Service

1. Where construction is required to provide service on a temporary basis, the Applicant will be required to pay a Construction Charge equal to the estimated cost of installing and removing the temporary facilities, less estimated salvage at the time of removal. In the event the facilities are reusable for providing permanent service without rearrangement or modification, at the time the temporary service is disconnected, a portion of the Construction Charge assessed may be refunded, depending upon the circumstances in each case. Removal of facilities will be at the option of the Company, if installation of the temporary facilities was made to permanent standards and permanent easements were granted.

2. Where construction is required to provide service on a seasonal basis, or meet other unusual demands, additional construction charges may be assessed on a case-by-case basis.

c. Relocation and Rearrangement of Existing Facilities

When the Company is requested to relocate or rearrange existing facilities for which no specific charge is quoted in this tariff, the customer requesting such relocation or rearrangement may be required to bear the costs incurred with the request. (C)

ENHANCED EMERGENCY TELEPHONE SERVICE (E911)

A. **GENERAL**

1. When requested by local government authorities, and subject to the availability of facilities, the Arcadia exchange of Arcadia Telephone Company, will provide a universal number "E911" for the use of Public Safety Answering Points (PSAP's) engaged in assisting local government in the protection and safety of the general public. Use of the "E911" number will provide each caller with telephone access to the appropriate local PSAP.

B. **REGULATIONS**

The regulations set forth below apply to "Enhanced 911" service, hereinafter referred to as 911 service.

1. Application for 911 service shall be executed in writing by each participating local government authority or their duly appointed agent. If application is made through an agent of the local government authority, the Company shall be provided with evidence, satisfactory to the Company, of the appointment and establishment of service. As a minimum, both police and fire departments in each local government authority must participate in any 911 service and participation shall be in the same 911 service.

2. The 911 service customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental unit to whom authority has been legally delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility to respond to telephone calls from the public for emergency police and fire and other services with the telephone central office areas arranged for 911 service calling.

ENHANCED EMERGENCY TELEPHONE SERVICE (E911)

B. **REGULATIONS** (Continued)

3. Each participating local governmental authority must furnish to the Company its written agreement, duly executed, by which it shall agree to:

   a. Provide sufficient personnel to staff the PSAP on a 24 hour continuous basis.

   b. Accept responsibility for dispatching or referring, forwarding, or transferring, 911 calls to other participating local government authorities for the dispatch of police, fire, ambulance, or other emergency services to the extent such services are reasonably available.

   c. Subscribe to additional local exchange service, at the PSAP location, for administrative purposes, for placing outgoing calls and for receiving other emergency calls, including calls which might be relayed by an operator.

   d. Make operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Telephone Company in the event the system is not functioning properly.

4. The service is limited to the use of central office telephone number 911 as the emergency number. Only one 911 service will be provided within any government agency's locality.

5. The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.

6. E911 Service is arranged only for one-way incoming service to an appropriate PSAP. Outgoing calls can only be made on a transfer basis.

7. Information contained in the Company's data base management system will be maintained for 911 service and will be used exclusively for this purpose.

ENHANCED EMERGENCY TELEPHONE SERVICE (E911)

B. **REGULATIONS** (Continued)

8. E911 Service information consisting of the name, address, and telephone number of customers who subscribe to non-published telephone service is confidential and the PSAP agency agrees to use such information only for the purpose of responding to emergency 911 service calls. No liability for damages arising from disclosure of a non-published telephone number shall be attached to the Company.

9. Any party residing within the 911 service serving area forfeits the privacy afforded by non-published telephone numbers to the extent that the customer's name, telephone number, and address associated with the originating station location are furnished to the PSAP.

10. Because the Company's authorized service area boundary and political subdivision boundary may not coincide, the customer must make arrangements to handle all calls received on 911 service lines that originate from all telephones served by the Arcadia Telephone Company, whether or not the calling telephone is situated on property within the geographical boundary of the customer's public safety jurisdiction.

11. The customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to a 911 Service PSAP by calling parties.

12. The number of trunks to the "lead" LEC shall be as required by the County 911 Emergency Telephone Number System Plan.

13. The calling party is not charged for calls placed to the E911 number, however, regular message toll charges will be applied to the PSAP line, where appropriate, for messages transferred by a PSAP over exchange facilities from the central office serving the PSAP initiating the transfer to the point of termination of the transfer, if located outside the local calling area of the exchange.

14. The Company does not undertake to answer and forward E911 service calls, but furnishes the use of its facilities to enable the customer's personnel to accept such calls on the customer's designated premises.

ENHANCED EMERGENCY TELEPHONE SERVICE (E911)

C. **E911 SERVICE FEATURES**

1. Automatic Number Identification (ANI):

   A feature by which the calling party's telephone number is forwarded to the E911 Control office and to the PSAP's display and transfer units.

D. **RATES AND CHARGES**

1. E911 service is provided to residents who subscribe to local exchange telephone service. The rate for this service will be indicated for the appropriate count on the County Rate List below.

County	Current 911 Subscriber Charge	Implementation Date for 911 Service	Initial Case No. for 911 Implementation	Most Current Case No. for 911 Review
Hancock	$0.35	12/15/94	94-1200-TP-EMG	94-1200-TP-EMG

LIFELINE REQUIREMENTS

The Company shall provide Lifeline service as defined in 47 C.R.R. 54.401 (a) on a non-discriminatory basis to all qualifying low-income customers. The Company's Lifeline service offering shall comply with all applicable federal and state laws, including, but not limited to, 47 C.F.R. Part 54, Subpart E; the FCC's Lifeline reform order (Report and Order released February 6, 2012, WC Docket No, 11-42, et. al), the FCC Lifeline Modernization Order (Third (T)
Report and Order released on April 27, 2016, WC Docket No. 11-42, et. al.), and any (T)
subsequent clarifying orders, Section 4927.13, Revised Code; Rule 4901:1-6-19, Ohio Administrative Code; and, the Commission's nontraditional Lifeline service order (Finding and Order adopted May 23, 2012, Case No. 10-2377-TP-COI) and any subsequent entries and/or orders.

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POLE ATTACHMENTS AND CONDUIT OCCUPANCY (N)

A. TERMS AND CONDITIONS

1. This tariff shall apply to all parties, including affiliates of the Attaching Entity, which attach to Arcadia Telephone Company (referred to as "Company") poles and occupy conduit, except those parties that attach to the Company's poles and occupy conduit pursuant to a separate agreement.

2. The services in this tariff will be provided in accordance with Chapter 4901:1-3 of the Ohio Administrative Code.

3. Should any phrase, sentence, paragraph or section of this tariff be held to contravene any part of Chapter 4901:1-3, only that portion of this tariff which so contravenes the Rule, and not the entire tariff, shall be suspended until modified so as to comply with the requirements of Chapter 4901:1-3.

B. RESTRICTIONS ON ACCESS

1. Access to poles and conduit owned by the Company is restricted to Attaching Entities (as that term is defined in Ohio Revised Code Chapter 4901:1-3) in accordance with the provisions and definitions of Public Utilities Commission Chapter 4901:1-3.

2. The Company may deny an Attaching Entity access to its poles and conduits, on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes.

C. LIMITATION ON LIABILITY

1. The Company reserves to itself the right to locate and maintain its poles and conduit to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. Except in the event of the Company's gross negligence or willful default, the Company shall not be liable to the Attaching Entity for any interruption of or interference with the operation of the Attaching Entity's services arising in any manner out of the use of the Company's poles and conduit. The Company shall make an immediate report to the Attaching Entity of the occurrence of any damage to the Attaching Entity's facilities. (N)

POLE ATTACHMENTS AND CONDUIT OCCUPANCY (N)

D. **INDEMNIFICATION**

1. Except as may be caused by the negligence of the party seeking indemnification, the Attaching Entity and the Company shall each defend, indemnify and save harmless the other against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorney fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the party seeking indemnification by reason of (a) any work done upon the poles and conduit or any part thereof by the indemnifying party or any of its agents, contractors, servants, or employees, or (b) any use or occupation of said poles and conduit or any part thereof by the indemnifying party, or (c) any act or omission on the part of the indemnifying party or any of its agents, contractors, servants, or employees, for which the other party may be found liable.

2. The Attaching Entity shall indemnify, save harmless and defend the Company from any and all claims and demands of whatever kind which arise directly or indirectly from the operations of the Attaching Entity's attachments, including, without limitation, taxes, special charges by others, claims and demands for damages or loss due to infringement of copyright, libel, slander, unauthorized use of television broadcast programs, or unauthorized use of other program material. The Attaching Entity shall also hold the Company harmless against all claims and demands for infringement of patents with respect to the manufacture, use and operation of the Attaching Entity's attachments to the Company's poles or occupied conduit.

E. **ASSURANCE OF PAYMENT AND INSURANCE**

1. The Attaching Entity shall provide to the Company a performance bond in the amount of Fifteen Thousand Dollars ($15,000). The purpose of the bond is to insure the Attaching Entity's performance of all of its obligations and any License issued hereunder and for the payment by the Attaching Entity of any claims, liens, taxes, liquidated damages, penalties and fees due to Company which arise by reason of the construction, operation, maintenance or removal of The Attaching Entity's Facilities on or about Company's Poles and Conduits.

2. The Attaching Entity shall obtain and maintain insurance, including endorsements insuring the contractual liability and indemnification provisions of this License Agreement, issued by an insurance carrier licensed to do business in the state in which The Attaching Entity's Facilities are to be located and having an A.M. Best Company rating of A minus or better, and reasonably satisfactory to the Company to protect the Company, other authorized Attaching Entities, municipal and governmental authorities and Joint Users from and against all claims, demands, causes of action, judgments, costs, including reasonable attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered by any License issued hereunder. (N)

POLE ATTACHMENTS AND CONDUIT OCCUPANCY (N)

E. **ASSURANCE OF PAYMENT AND INSURANCE** (Continued)

3. Company shall maintain the following amounts of insurance, Commercial General Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Umbrella or Excess Liability Insurance with limits of not less than $10,000,000 per occurrence and in the aggregate. Workers Compensation Insurance in statutory amounts and Employers Liability Insurance in the amount $1,000,000 per accident. Automobile Liability insurance covering any auto with combined single limits of $1,000,000.

4. All of the Attaching Entity's insurance must be effective before the Attaching Entity attaches to any pole or occupies any conduit and shall remain in force until such attachments have been removed from all such poles.

5. The Attaching Entity's property insurance policy shall contain a waiver-of subrogation clause running to the Company. This must be reflected on the certificate of insurance provided by the Attaching Entity. Such policy shall be the primary remedy for all losses covered by the policy.

F. **RATES**

1. The rate provided below entitles a customer to attach to the poles and occupy conduit in all of the Company's franchise area. The Attachment Fee applies per pole, per year for each one foot of space occupied by Attaching Party's Attachments. The conduit rate applies to each foot of conduit occupied.

   - **$1.61** for all pole attachments
   - **$0.24** per foot of conduit occupied

2. Field survey or inspection: Actual costs and expenses.

3. Make-ready work: Actual costs and expenses.

4. Labor: Actual costs and expenses.

5. Contractors: Actual costs and expenses.

G. **PAYMENT TERMS**

1. Attachment and occupancy fees are payable annually in advance. Fees are calculated on the number of attachments and feet of conduit occupied.

2. All fees and charges are due and payable 30 days after presentation of an invoice. Late payments will be assessed a late payment charge of 1.5% per month on all unpaid balances, commencing on the date due and payable. (N)