

AYERSVILLE TELEPHONE COMPANY
BASIC LOCAL EXCHANGE SERVICE TARIFF

NOTE: This Tariff P.U.C.O. No. 6 cancels and supersedes Ayersville Telephone Company Tariff P.U.C.O. No. 5.

Issued: May 19, 2011

Effective: May 19, 2011

In Accordance with Case No. 10-1010-TP-ORD and 11-3018-TP-ATA

Issued by the Public Utilities Commission of Ohio

Phillip D. Maag, General Manager

Defiance, Ohio

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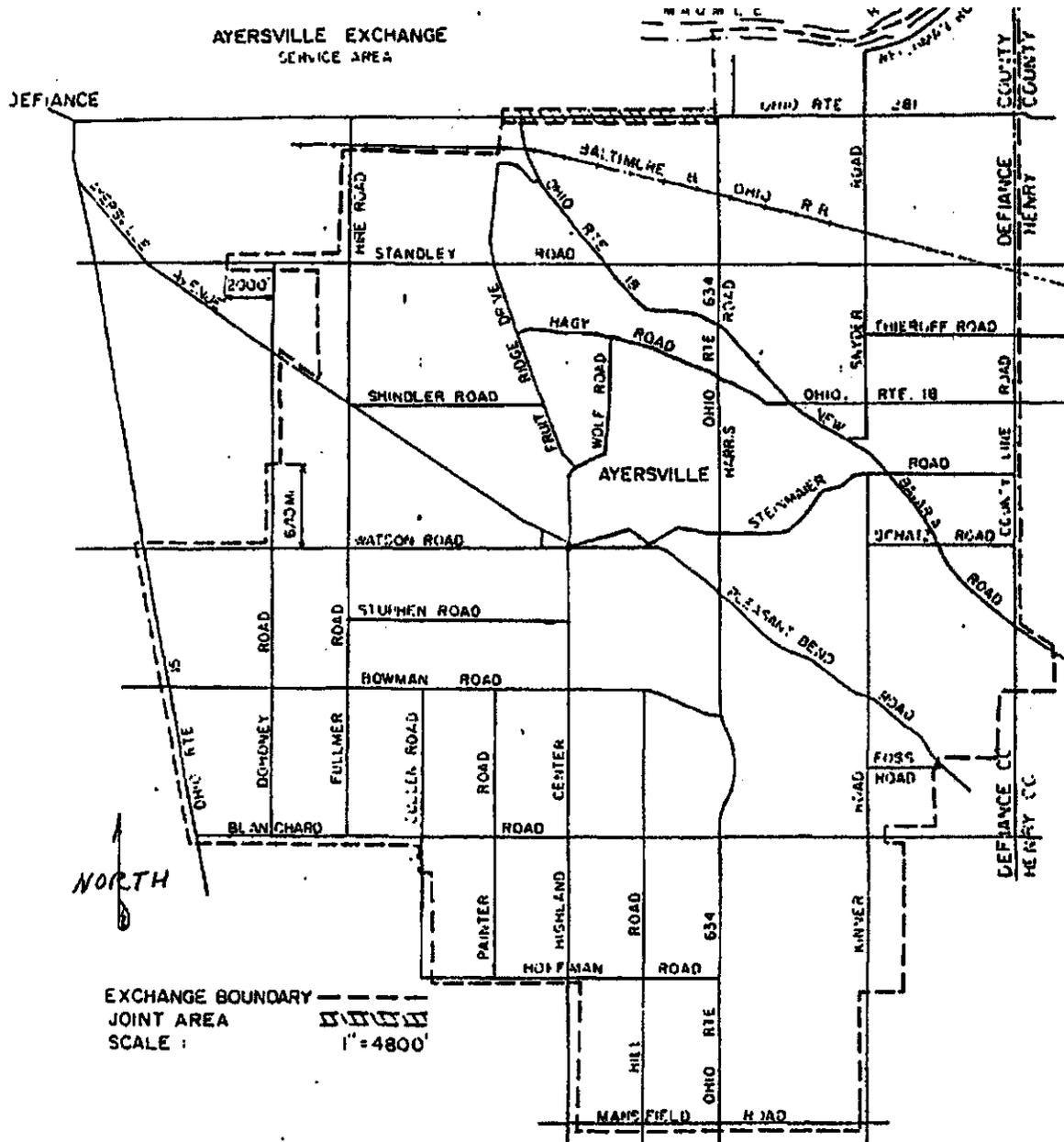
TARIFF DESCRIPTION

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 the Ayersville Telephone Company (The "Company" or "Telephone Company") in the Ayersville Exchange in accordance with Rule 4901:1-6-12, Ohio Administrative Code.

Basic local exchange service, as defined in Section 4927.01, Ohio 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 for 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:

- (i) Local dial tone service;
- (ii) For residential end users, flat-rate telephone exchange service;
- (iii) Touch tone dialing service;
- (iv) Access to and usage of 9-1-1 services, where such services are available;
- (v) Access to operator services and directory assistance;
- (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;
- (vii) Per call, caller identification blocking services;
- (viii) Access to telecommunications relay service; and
- (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.



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Delayed Payment Charge

A delayed payment charge will be applied to residential and business customer bills that remain unpaid after the due date. This charge will be the greater of either \$5.00 or an amount that equals 1.5% of the unpaid charges that are past due; except that the charge is not applicable until a residential customer's amount past due exceeds \$21.00 or a business customer's amount past due exceeds \$10.00.

The delayed payment charge will not be assessed until at least nineteen days after the postmark on the customer's bill. The delayed 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.

Per Call Number Privacy (Per Call Blocking)

Enables customers to prevent the disclosure of their telephone number on a per call basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing a preassigned access code 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. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per Call Blocking will be provided according to the availability of facilities, features, and central office equipment in locations determined by the Company. Per Call Blocking will be provided to all eligible customers at no charge.

Telecommunications Relay Services (TRS)

Customers may be assessed an annual charge per line to fund the Telecommunications Relay Services for the State of Ohio in accordance with Section 4905.84, Ohio Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment of the Public Utilities Commission of Ohio levied upon the Company.

NON-RECURRING SERVICE & EQUIPMENT OFFERINGS

CHARGES

Charges for Changes, Moves, Service Connections and Restoral of Services:

1. Service Connection – Non Complex

a. Service Order Charge

Receiving, recording and processing information necessary to execute a customer's initial request for service.

\$15.00

b. Central Office Connection Charge

(1) Performing all or part of the work associated with the connection of a central office line, including connection or changes in the central office, cable, or drop wire up to house protector.

\$30.00

(2) For work limited to opening and/or closing the central office line at the Central Office Main Distributing Frame

\$20.00

c. Premise Visit Charge

Traveling to the customer's premises to perform any work involving line connection.

\$ 8.00

2. Re-establishment of Suspended Service

Re-establishment of service previously suspended as a result of non-payment. When disconnected at the Main Frame (Applicable components of Service Connection: 1.b. and 1.c.(2))

\$30.00

3. Service Connection – Complex

For any Service Connection request, other than the non-complex (Single Line Telephone and/or extension). An estimate of the approximate service connection charge will be furnished to the customer before initiation of the installation. The estimate will include the following charges:

T&M

Service Order Charge

Initial

\$15.00

Subsequent

\$10.00

EXPANDED SERVICE AREA

The services, rates, terms, and conditions for the Defiance, Jewell, Florida and Holgate exchanges (the "Edge Out Exchanges") will be identical to those of the Ayersville Exchange. All customers in the Edge Out Exchanges, whether they retain their current telephone number or switch to an Ayersville telephone number, will receive the same local calling area as customers located in the Ayersville Exchange. Therefore, customers in the Edge Out Exchanges will be able to call the following exchanges toll-free: Ayersville, Arthur, Continental, New Bavaria, Defiance, Holgate, and Jewell.

Service will be available where facilities permit.

Service is not currently offered in the Edge Out Exchanges.

GENERAL RULES AND REGULATIONS

A. APPLICATION

The rules and regulations specified herein apply to the provisions of BLES as defined in Section 1, Sheet No. 1 herein.

In the event of a conflict between any rates, rules, regulation or provision contained in these General Rules and Regulations and any rate, rule regulation or provision contained in the other section of this BLES Tariff, the rate, rule, regulation or provision contained in the specific section of this Tariff shall prevail.

B. DEFINITIONS

BASE RATE

A scheduled rate for any form of exchange service or equipment which does not include zone or mileage charges.

BASE RATE AREA

A specific section of an exchange area within which primary classes of service are available without extra zone or exchange line mileage charges.

CENTRAL OFFICE

A "Central Office" is a local operating unit by means of which intercommunications is provided for subscribers within a specified area under contract for exchange service. An essential characteristic of a "Central Office" is switching equipment to which telephone stations are connected by means of circuits defined as "Central Office Lines."

CHANNEL

The term "Channel" designates the electrical path provided by the Telephone Company between two or more locations.

CIRCUIT

The term applies to a channel used for the transmission of electrical energy in the furnishing of telephone service.

COMMISSION

The Public Utilities Commission of Ohio or P.U.C.O.

B. DEFINITIONS (Continued)

COMPANY

Whenever used in this Tariff, "Company" refers to the Ayersville Telephone Company unless the content clearly indicates otherwise.

CONNECTING COMPANY

A corporation, association, partnership or individual owning or operating one or more exchanges and with whom traffic is interchanged.

CONTRACT

The term "Contract" refers to the Service agreement between a subscriber and the Telephone Company under which service and facilities are furnished in accordance with the provisions of applicable Tariffs or Guidebooks.

EXCHANGE

The term "Exchange" means a unit established for the administration of telephone service in a specified area which usually embraces a city, town or village and its environs. It consists of a central office, together with the associated plant used in furnishing communication service within that area.

EXCHANGE AREA

The territory served by an Exchange.

EXTENDED AREA SERVICE

A type of telephone service furnished under Tariff provisions whereby subscribers of a given exchange may complete calls to and/or may receive calls from one or more exchanges without the application of long distance message telecommunications charges.

GUIDEBOOK(S)

The prices, terms and conditions for the Company's detariffed services available on its website or by calling the Company.

B. DEFINITIONS (Continued)

INDIVIDUAL LINE

An exchange line designed for the connection of only one main station. (Not a private branch exchange trunk line.)

INTERCEPT SERVICE

A service arrangement whereby a person calling a disconnected or discontinued number is informed that the called telephone number has been disconnected or discontinued.

KEY TELEPHONE SYSTEMS

An arrangement of equipment in combination with telephone sets and associated keys, to connect the associated telephone to any one of a limited number of exchange, P.B.X., intercommunicating or private lines. Line indicating, signaling, holding features, etc. are or may be incorporated.

LOCAL CHANNELS

The term "Local Channel" applies to that portion of channel which connects a station to the interexchange channel; it also applies to a channel connecting two or more stations within an exchange area.

LOCAL EXCHANGE SERVICE

Local exchange service provides for telephone communications within an Exchange Area in accordance with the provisions of the Telephone Company's tariff, including the use of exchange facilities as required to establish connections between an exchange station and the toll board or between an exchange station and toll trunks when such trunks are employed to effect connection with the toll board.

LOCAL MESSAGES

A local message is a communication between subscribers' stations within the same Exchange Area.

LOCAL SERVICE

The term used to designate the privilege allowed a subscriber of sending messages from his telephone station to other telephone stations within a specified area without the payment of a toll charge.

B. DEFINITIONS (Continued)

LOCAL SERVICE AREA

That area throughout which a subscriber to local exchange service, at a given rate, obtains telephone service without the payment of a toll charge.

OFF PREMISE

Buildings being used for business and/or residency and not connected under the same roof. Either located on the same continuous property, or intersected by a public thoroughfare, or by land occupied by others.

ON PREMISE

The buildings or portion or partition of the buildings, all connected under the same roof, used and occupied at one time by the subscriber in the conduct of his business or as a residence.

PLANT

The facilities between a Telephone Company central office and a protector on a subscriber's premises which provides each subscriber access to the telecommunications network.

PREMISES

All of the buildings or the adjoining portions of a building occupied and used by the subscriber, or all of the buildings occupied and used by the subscriber as a place of business or residence, which are located on the continuous plot of ground not intersected by a public highway.

PUBLIC TELEPHONE

An exchange station, either attended or equipped with a coin collecting device which is installed for the convenience of the public at a location chosen or accepted by the Telephone Company.

RURAL AREA

The sparsely populated area outside of the base rate area and suburban area.

RURAL LINE

A Rural Line is a Company-owned station line serving subscribers outside the base rate area.

B. DEFINITIONS (Continued)

RURAL LINE SERVICE

Rural Line Service is a service provided to customers outside the base rate area by means of rural lines.

SEMI-PUBLIC TELEPHONE SERVICE

A classification of coin box exchange service for use at locations more or less public in character, but not, in the opinion of the Company, generally accessible nor suitable for the installation of public telephone service.

SERVICE CONNECTION CHARGE

A nonrecurring charge applying to the establishment of service for a subscriber and certain subsequent additions to that service.

SUBSCRIBER

As used in this Tariff, a separate subscriber is involved at each location, or continuous property, where service is furnished. One individual or firm therefore may be considered as two or more separate subscribers even in the same Exchange. The privileges, restrictions and rates established for a subscriber to any class of service are limited to the service at separate locations, furnished to one individual or firm, is contemplated or to be implied, except when definitely provided for in the schedules.

SUSPENSION OF SERVICE

An arrangement made at the request of the subscriber, or initiated by the Company for violation of tariff regulations by the subscriber, for temporarily interrupting service. During the period of suspension, the Company's equipment remains at the customer's location; the service is rendered inoperable. Facilities are reserved in anticipation that normal service will be resumed at some future date.

C. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

1. Availability of Facilities

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

2. The Telephone Company does not transmit messages but offers the use of its facilities for communication between patrons. If because of the transmission difficulties, the operator, in order to accommodate the subscriber, repeats messages, she is deemed to be acting as the agent of the persons involved and no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstanding that may arise between the subscribers because of errors.

3. Use of Connecting Company Lines

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by this Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible for any action of the Connecting Company.

4. Defacement of Premises

The Telephone Company shall exercise due care in connection with all work done on the subscriber's premises. No liability shall attach to the Telephone Company by reason of any defacement or damage to the subscriber's premises resulting from the existence of the Telephone Company's wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole negligence of the Telephone Company.

D. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Equipment

Equipment and lines furnished by the Telephone Company on the premises of a subscriber are the property of the Telephone Company. The Company, its agents, or its employees shall have the right to enter upon a subscriber's premises during normal working hours only as may be required to make repairs to its equipment or to otherwise remove the source of emergency conditions that are, or that the Company has reason to expect soon will be, endangering the safety, health, or welfare of Company employees or of other persons, or the safety of component parts of the Company's system or equipment.

If visitation to the customer's premise is sought for any other purpose, such visitation shall preferably be prearranged by telephone. However, if such permission is not feasible, the Company's agent or employee seeking entrance to the subscriber's premises shall approach a responsible adult member of the household, shall identify himself to such person's satisfaction, and shall state the reason for his proposed visitation. Entrance shall not be gained by force or subterfuge or by approach to a child or other irresponsible person. The Company shall be responsible for any damage to the subscriber's property arising from such visitation, whether such visitation is negligently, willfully, or inadvertently caused.

If the installation and maintenance of service are requested at locations which are or may be hazardous or dangerous to the Telephone Company's employees or to the public or to property, the Telephone Company may refuse to install and maintain such service and if such service is furnished, may require the subscriber to install and maintain such service and may also require the subscriber to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of installation and maintenance of such service.

2. Use of Subscriber Service

Subscriber telephone service, as distinguished from public and semi-public telephone service, is furnished only for use by the subscriber, his family, employees or business associates, or persons residing in the subscriber's household, except as the use of the service may be extended to persons temporarily subleasing a subscriber's residential premises. The Telephone Company has the right to refuse to install subscriber service or to permit such service to remain on premises of a public or semi-public character when the instrument is so located that the public in general or patrons of the subscriber may make use of the service. At such locations, however, service may be installed, provided the instrument is so located that it is not accessible for public use.

D. USE OF SERVICE AND FACILITIES (Continued)

3. Misuse of Facilities

The Telephone Company may discontinue telephone service, after notification, to any individual, partnership, association or corporation, who by the use of the facilities furnished by the Telephone Company uses or permits to be used for the following fraudulent purposes:

- a. the use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;
- b. the use of the service for any purpose other than as a means of communication;
- c. the use of the service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge;
- d. The obtaining or attempting to obtain, or assisting another to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or devices whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for service;
- e. causing or allowing Telephone Company equipment to be tampered with, damaged or destroyed through negligence.

When service is restored after denial, the Telephone Company will make a pro-rata allowance at the scheduled rate for the service denied for the entire period of denial.

4. Identity. 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.

E. ESTABLISHMENT AND FURNISHING SERVICE

1. Application for Service

Application for service shall constitute a contract when accepted verbally or in writing by the Company or upon the establishing of service. The initial minimum contract period for exchange service is one (1) month from the date service is established unless otherwise specified herein or elsewhere in the Telephone Company tariff.

E. ESTABLISHMENT AND FURNISH SERVICE (Continued)

2. Advance Payments

Applicants for service involving special construction may be required to make an advance payment. The amount of the advance payment is credited to the customer's account as applying to any indebtedness under the contract.

3. Deposits

If the Company assesses a deposit, it will charge an amount not to exceed 230% of its tariffed average monthly bill.

F. 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 noted under B-2, offices of hotels, halls and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges, churches, hospitals, libraries and other similar institutions.
- c. At residence locations when the subscriber 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, which fact might be indicated by advertising either by business cards, newspapers, handbills, billboards, circulars, motion pictures, screens, or other advertising matter, such as on vehicles, etc., or 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, when an extension station or extension bell is located in a shop, office, or other place of business.
- e. In any location where the listing of service at that location indicates a business, trade or profession, except as specified under B-3 below.

2. Residence Rates apply at the following locations:

- a. In private residences where business listings are not provided.

F. APPLICATION OF BUSINESS AND RESIDENCE RATES (Continued)

- b. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the subscriber'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 subscriber does not maintain an office in the residence.

G. CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES

1. General

- a. Lines will be extended in accordance with provisions specified in paragraphs 4.a. - c., Lines Extensions, of this Section.
- b. Special charges in the form of installation charges, monthly charges, or both, are applied in addition to the usual service connection charges and monthly rates when, because of the sporadic or occasional nature of the service or an unusual investment or expense, as for example:
 - i. The facilities are provided in remote or undeveloped sections within the Exchange Area.
 - ii. Conditions require the provisions of special equipment of unusual methods of plant construction, installation or maintenance.
 - iii. The customer's location requires the use of costly private right of way.
- c. Title to all construction, as specified below, provided wholly or partly at the customer's expense is vested in the Telephone Company.
- d. By "cost" is meant the cost of labor and materials including the usual supervisory expenses.
- e. When attachments are made to poles of other companies, in lieu of providing construction for which the customer would be charged under the provisions hereof, the cost to the Telephone Company for such attachments is borne by customer.

G. CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES (Continued)

- f. The customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Telephone Company.
- g. Construction charges will not apply to the customer's aerial drop which extends from the last pole to the building in which the telephone is located.

2. Special Type of Construction

When underground service connections are desired by customers as initial installations in place where aerial drop wires would ordinarily be used to reach the customer's premises, or when aerial facilities are used to provide service or channels to a customer and subsequently the customer desires that such facilities be placed underground, the following regulations apply:

- a. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer and in addition the customer shall pay the cost of the underground cable, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company.
- b. The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.
- c. Where armored cable is laid in a trench, the trench shall be constructed and backfilled by or at the expense of the customer. In addition, the customer shall pay the cost of the cable, including the cost of installing it, less the estimated cost to the Telephone Company of installing such aerial drop as would be (or is) required to furnish the same service.
- d. Cable installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable in conduit or trench made necessary by damages caused by the customer or his representative will be made only at the customer's expense.
- e. Where facilities are changed from aerial to underground, in addition to the above, the customer is charged the cost of dismantling and removing the aerial facilities.

G. CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES (Continued)

3. **Plant Constructed on Private Property**
 - a. Construction of plant facilities on private property to be used in servicing an individual subscriber will be furnished by the Telephone Company at a charge to the subscriber at the actual cost of the time, material and overheads for such pole, except that the Telephone Company will furnish as many as two poles or 400 feet of underground plant without charge to the subscriber provided the plant thus furnished is used to carry main line circuits. Ownership and maintenance of such poles is vested in the Telephone Company.
 - b. Plant construction on private property to be used as part of the standard distributing plan serving subscribers in general, are furnished, maintained and owned by the Telephone Company.
 - c. Circuits on private property are furnished, owned and maintained by the Telephone Company.
4. **Special Construction.** When special construction charges for individual customers are necessary, special construction charges may apply as set forth herein.

H. INITIAL CONTRACT PERIODS AND TEMRINATION 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 moth 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.

2. TERMINATION OF SERVICE BY SUBSCRIBERS

- 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 service which has been furnished.
 - i. In case of service for which the initial contract period is one month, the charges due for the balance of the initial month.
 - ii. 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 bases charges will be continued only to the date of termination of the extra listing subject, however, to a minimum charge of one month.
 - 1) The contract for the main service is terminated;
 - 2) The listed party becomes a subscriber to some class of exchange service;
 - 3) The listed party moves to a new location;
 - 4) The listed party dies.
 - iii. 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.

H. INITIAL CONTRACT PERIODS AND TEMRINATION OF SERVICE (Continued)

- 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.

I. PAYMENT FOR SERVICES AND FACILITIES

1. PAYMENT FOR SERVICES AND FACILITIES

- a. The Telephone Company will endeavor to mail its bills for telephone service on or before the same date each month. A subscriber's bill shall not be due earlier than fourteen (14) days from the date of the postmark on the bill. If the bill is not paid by the due date, it then becomes past due. Bills are payable at the office of the Telephone Company or any agency authorized by the Telephone Company to receive such payment.
- b. The failure of the customer to promptly pay the delinquent bill (regular billing or special toll billing) may subject the customer's service to either temporary suspension or discontinuance of service.
- c. Each month is considered to have thirty (30) days for the purpose of computing charges, and shall be the basis for computing fractional portions of monthly billing, pro-rated charges and adjustments to customer accounts.
- d. Failure to receive a bill will not exempt a subscriber from payment of any sum or sums due the Company.
- e. If a temporarily suspended service is reconnected prior to the completion of an order to discontinue the service, the Telephone Company will give a pro-rata credit for the entire period of time the service was temporarily suspended; except in the case where service is reconnected within the day after the day it was temporarily suspended, no credit will be given. Subsequent to the completion of an order to discontinue a customer's telephone service, the Telephone Company will re-establish the service only on the basis of a new application or service; in such case, the restoral of service charge is not applicable.

J. SPECIAL SERVICE AND FACILITIES

1. GENERAL

Special service and facilities, not ordinarily used in the furnishing of telephone service and not 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 any such special service or facility or the use 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 (30) days written notice to the subscriber, and provided that the Commission may terminate such contract whenever, in its opinion, public interest requires such termination.

K. LIABILITY OF TELEPHONE COMPANY

1. GENERAL

- a. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service or facilities and not caused by subscriber-provided equipment or facilities or by the negligence of the subscriber, shall not exceed an amount equivalent to the proportionate charge for the affected service or facility for the period of such impairment.
- b. The use of customer owned and provided terminal equipment (C.O.P.E.) and other subscriber-provided facilities in connection with the facilities of the Telephone Company are permitted only on the condition that the liability of the Telephone Company shall in no instance be greater than that provided in the preceding paragraph and that the Telephone Company will not be liable for any loss, damage, impairment, or failure of service, arising from or in connection with, the use of subscriber-provided facilities or equipment not caused solely by negligence of the Telephone Company.
- c. When the lines of other telephone companies are used in establishing connections 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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Defiance, Ohio

N11 SERVICE

811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS

A. GENERAL

1. The Federal Communications Commission (FCC) assigned the 811 dialing code for nationwide access to One Call Notification Systems. The 811 dialing code ("811 Service") is a nationwide toll-free number to be used by state "One Call" notification systems for providing advanced notice of excavation activities to underground facility operators.
2. The three digit 811 abbreviated dialing One Call Notification code is assigned to the approved "811 Provider" for use in providing One Call notification services to the public by way of voice grade facilities.
3. 811 Service is available from the Company within its services area only. To provide access to 811 to end users in another company's service area or to Competitive Local Exchange Carrier (CLEC) end users within the local calling area, the 811 Provider must make appropriate arrangements with the other company or CLEC serving that territory. The 811 Provider should work separately with competing local providers to ascertain that its end user customers will be able to reach one-call services provided by dialing 811.
4. All 811 abbreviated dialing code calls must be local in nature and will not result in any expanded local calling area (ELCA), intraLATA toll, interLATA long distance, or pay-per-call charges to Company subscribers. However, 811 Service calls may result in local measured service charges where Company subscribers' service plans include such charges.
5. The 811 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. 811 Service is otherwise available wherever local service is accessible.

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

1. The 811 Provider must submit a written application for 811 Service to the Company. The 811 Provider may establish 811 Service in all or part of the Company's exchanges. There may be only one 811 Provider per exchange.
2. The 811 Provider's written application to establish 811 Service in a Company local exchange must include the following:
 - a. The local, foreign exchange, or toll free telephone number into which the Company should translate the dialed 811 abbreviated code. If the 811 Provider desires to change the telephone number into which the 811 abbreviated dialing code is translated, the 811 Provider must pay a number change charge as set forth in Section F, below.
 - b. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 811 Service.
 - c. An acknowledgement of the possibility that the Commission's assignment of the 811 abbreviated dialing code may be recalled at any time.

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In Accordance with Case No. 10-1010-TP-ORD and 11-3018-TP-ATA

Issued by the Public Utilities Commission of Ohio

Phillip D. Maag, General Manager

Defiance, Ohio

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

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

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**B. OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER
(Continued)**

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

C. OBLIGATIONS OF THE COMPANY

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

D. LIABILITY

1. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 811 Provider for the 811 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect of failure in facilities occurs.
2. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.
3. The Company's entire liability to any person for interruption or failure of the 811 Service is limited to the terms set forth in this and other sections of this Tariff.
4. The P.U.C.O.'s local assignment and the 811 Provider's use of the 811 abbreviated dialing code are subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 811 Provider for any damages the 811 Provider may incur that result from a national assignment of the 811 abbreviated dialing code.
5. The Company will make every effort to route 811 calls to the appropriate 811 Provider call center. However, the Company will not be held responsible for routing mistakes or errors.

E. OTHER TERMS AND CONDITIONS

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

E OTHER TERMS AND CONDITIONS (Continued)

4. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

F. RATES & CHARGES

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

	Nonrecurring Charge
Central Office Connection Charge *	\$30.00
Number Change Charge (per Telephone Number)	\$40.00
Service Order Charge	\$15.00

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

ENHANCED EMERGENCY TELEPHONE SERVICE (E911 SERVICE)

A. GENERAL

When requested by local government authorities, and subject to the availability of facilities, the Ayersville 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 units 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.
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.

B. REGULATIONS (Continued)

- 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 that 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 with 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. Out going 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.
 8. E911 Service information consisting of the name, address and telephone numbers 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 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 Ayersville Telephone Company, whether or not the calling telephone is situated on property within the geographical boundary of customer's public safety jurisdiction.

B. REGULATIONS (Continued)

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 lines to the "lead" local exchange companies (Defiance Exchange, United Telephone Company of Ohio d/b/a Centurylink) shall be as required by the Defiance E911 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 call, but furnishes the use of its facilities to enable the customer's personnel to accept such calls on the customer's designated premises.

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 as indicated for the appropriate county on the following County Rate List.

COUNTY RATE LIST

<u>County</u>	<u>Current 911 Subscriber Charge</u>	<u>Implementation Date for 911 Service</u>	<u>Effective Date for Current 911 Subscriber Charge</u>	<u>Initial Case No. for 911 Implementation</u>	<u>Most Current Case No. for 911 Review</u>
Defiance	\$0.21	9-25-97	9-25-97	97-851-TP-EMG	N/A
Henry	\$0.21	9-25-97	9-25-97	97-851-TP-EMG	N/A

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Defiance, Ohio

P.U.C.O. NO. 6

LIFELINE/LINK-UP

The Telephone Company shall provide Lifeline services as defined in 47 C.F.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 Modernization Order (Third Report and Order released on April 27, 2016, WC Docket No. 11-42, *et.al.*), and any subsequent clarifying orders; Section 4927.13, Ohio 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. (C)

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Phillip D. Maag, General Manager
Defiance, Ohio

INTRALATA PRESUBSCRIPTION

1. General

IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

2. IntraLATA Presubscription Options

Option A. Subscriber may select the Telephone Company's intraLATA carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Telephone Company's intraLATA carrier or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA calls to the carrier of choice of each call.

3. Rules and Regulations

Subscribers of record on the effective date of this tariff will retain their current dialing arrangements until they request that their dialing arrangements be changed. Until an affirmative choice is made, all subscribers will be assigned to the Telephone Company's partner intraLATA carrier, Bright Long Distance.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed IntraLATA toll carrier at any time subject to charges specified in Paragraph 5 below.

4. IntraLATA Presubscription Customer Notices

The Telephone Company will notify subscribers that intraLATA Presubscription is available no longer than sixty (60) days following the effective date of this tariff. The notice will contain a description of intraLATA toll presubscription, how to make an intraLATA toll presubscription carrier selection, and a description of when and what charges apply related to the selection of an intraLATA toll carrier.

5. IntraLATA presubscription Charges

a. Application of Charges

There will be no charges for a subscriber's initial intraLATA toll presubscription selection for a period beginning on the effective date of this tariff and ending no sooner than ninety (90) days following the mailing date of subscriber notification of intraLATA presubscription availability.

New local service subscribers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place an order with the Telephone Company for local exchange service. If the new subscriber is unable to make a selection, at that time, the new subscriber will be read a random listing of all available intraLATA toll carriers to aid their selection. If the new subscriber is still unable to make a selection, at that time, the Telephone Company will inform the new subscriber that he/she will be given ninety (90) days in which to inform the Telephone Company of an intraLATA toll presubscription carrier choice at no charge. The new subscriber will also be informed that the Telephone Company will assess a charge for any selections made after the ninety (90) day window and that until a selection is made the subscriber will be required to dial a carrier access code to route all intraLATA toll calls.

New subscribers who do not make an intraLATA toll carrier presubscription choice at the time the new subscriber places an order establishing local exchange service with the Telephone Company will not be presubscribed to any intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

After a subscriber's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply as follows:

a. Application of Charges (Continued)

- (1) The charge shall be no greater than those set forth in Paragraph 5.b., unless modified by a company-specific Commission-approved tariff.
- (2) If a Subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

b. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

--	Manual Process	\$5.50
--	Electronic Process	\$1.25