

VANLUE TELEPHONE COMPANY
OHIO
P.U.C.O. NO. 7

Original Title Sheet

VANLUE TELEPHONE COMPANY
BASIC LOCAL EXCHANGE SERVICE TARIFF

NOTE: This tariff P.U.C.O. No. 7 cancels and supersedes Vanlue Telephone Company
Tariff P.U.C.O. No. 6.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

IN ACCORDANCE WITH CASE NO. 10-1010-TP-ORD and 11-3023-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

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ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

IN ACCORDANCE WITH CASE NO. 14-1923-TP-ATA
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ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

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ISSUED: May 14, 2015

EFFECTIVE: September 1, 2015

IN ACCORDANCE WITH CASE NO. 15-0914-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

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ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

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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 Vanlue 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 accommodations 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.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

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EXCHANGE RATES

A. **EXCHANGE RATES AND THEIR APPLICATIONS**

For the purposes of establishing local exchange service, rates the service territory of Vanlue Telephone Company is divided into two areas: the Base Rate Area and Zone 1.

The Base Rate Area consists of those areas formerly delineated as the Base Rate Area and Zones 1, 2, and 3. As of August 1, 1988, the Base Rate Area is an area encompassed by a circle having a radius of approximately three and one-half (3 ½) miles, the center of which is the building used to house the switch equipment owned by the Vanlue Telephone Company.

Any location not in the area described above shall be considered to be in Zone 1, and shall pay an additional charge.

The following identified service rates entitle subscribers of Vanlue Telephone Company Service to call, without additional charge, subscribers of the New Riegel and Findlay Exchanges of the Ohio Bell Telephone Company, Arcadia Exchange of the Arcadia Telephone Company, Mt. Blanchard and Wharton Exchanges of the General Telephone Company of Ohio, in addition to the other subscribers of the Value Exchange.

Rates Within The Base Rate Area

	Monthly Rate ¹		<u>Anniversary Date</u>	
	<u>Current</u>	<u>Maximum</u>		
Residence Service				(A)
Single-Party	\$19.65	\$20.90 (I)	August 8, 2013	(A)
Business Service				
Single-Party	\$37.40	\$38.65 (I)	August 8, 2013	(A)

¹ Includes Tel-Tone Touch Dial service.
Effective August 6, 2007, the rates for Residential and Business customers who do not have Tel-Touch 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 Tel-Touch Service.

ISSUED: July 9, 2013

EFFECTIVE: July 9, 2013

IN ACCORDANCE WITH CASE NO. 90-5042-TP-TRF and 13-1594-TP-BLS
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
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EXCHANGE RATES

A. **EXCHANGE RATES AND THEIR APPLICATIONS** (Continued)

Rates Within Zone 1

	Monthly Rate ¹	
	<u>Current</u>	<u>Maximum</u>
RESIDENCE		
Single-Party	\$21.90	\$21.90
BUSINESS		
Single-Party	41.90	41.90

¹ Includes Tel-Tone Touch Dial service.
Effective August 6, 2007, the rates for Residential and Business customers who do not have Tel-Touch 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 Tel-Touch Service.

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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.

ISSUED: May 19, 2011

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EXCHANGE RATES

B. **PAYSTATION SERVICE** (Continued)

3. Rates and Charges

	<u>Monthly Rate</u>
a. Paystation Access Line ^{1/}	\$37.40

^{1/} Installation, move and change charges will be those applicable to business service.

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EXCHANGE RATES

C. EXTENDED LOCAL CALLING SERVICE

1. General

Extended Local Calling Service provides two-way, local calling for all customers between the Vanlue exchange of the Vanlue Telephone Company and the Carey exchange of GTE. This is a non-optional, measured-rate plan.

2. Regulations

- a. Extended Local Calling Service is provided to all classes of business and residence service.
- b. Extended Local Calling Service applies only to direct dialed station-to-station calls. Operator assisted calls and calling card calls are not included in this plan.
- c. Paystation Service is included in this plan.
- d. For calls that are made to Call Forwarded lines, the customer pays the appropriate usage rate for the duration of the call from the originating number to the called number. The customer of the Call Forwarding service pays any applicable usage rate from the called number to the terminating location of the call.
- e. Calls placed from an off-premises extension of an access line will be billed as if the local calls had been placed from the primary service location.
- f. Extended Local Calling Service provides residence and business customers with measured-rate calling based on minutes-of-use. The rates specified in Paragraph 4.a. following, will be assessed on each minute or fraction thereof rounded to the next higher minute on all originating calls.
- g. The chargeable time will be rate sensitive to each specific rate period. When the call spans two rate periods, both rates will apply.
- h. Chargeable time is started when the called party answers or when the caller is connected to automatic answering services, (i.e., automatic answer/record equipment, voice mail, or an answering service).

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

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EXCHANGE RATES

C. EXTENDED LOCAL CALLING SERVICE (Continued)

2. Regulations (Continued)

- i. Chargeable time ends when the calling station “hangs up”, thereby releasing the network connection. If the called station “hangs up” but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- j. Chargeable time does not include time lost because of faults or defects in the service.
- k. All charges assessed under this plan are in addition to Local Exchange line rates.
- l. All per minute rates will be billed in arrears.
- m. Time of day discounts will apply as noted in Paragraph 4. following.
- n. Customers will automatically receive message detailed billing.
- o. Business customer designation includes Individual, Multiline, Key, PBX, and CENTREX customers.

3. Exchange Listing

Calls originating in the Vanlue exchange and terminating in the exchange of Carey will be included as part of this expanded calling plan.

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EXCHANGE RATES

D. **TEL TONE TOUCH DIAL** ⁽¹⁾

a. Description

This service, more commonly known as push button dialing or as Touch Tone will be offered to subscribers of the Vanlue Telephone Company. There will be no distinction between business and/or residence.

- b. The rates and charges apply in addition to the established rates and charges applicable to the associated service and facilities.

	Monthly Charge	
	<u>Current</u>	<u>Maximum</u>
Each Access Line	\$1.90	\$1.90

- ⁽¹⁾ Tel-Tone Touch Dial service is now part of the local access line rate 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 Tel-Tone Touch service.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

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EXCHANGE RATES

E. 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.

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EXCHANGE RATES

F. **SPECIAL SERVICE FACILITIES** (residence only)

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 (1) 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 required such termination.

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SERVICE CONNECTION CHARGES

A. SERVICE CONNECTIONS, CHANGES AND RESTORAL OF SERVICE

	<u>Nonrecurring Charge</u>
1. Service Order Charge, per request** Receiving, recording and processing information necessary to execute a customer's request for service.	
a. Initial Request:	\$14.40
b. Subsequent Requests:	11.00
2. Line Connection Charge, per line** Performing all or part of the work associated with the connection of a central office access line, including connection or changes in the central office, cable, or drop wire inclusive of the protector.	35.00
3. Central Office Work Charge** For work limited to opening and/or closing the Central Office access line at the Central Office Mail Distributing Frame.	15.00

B. 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.

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SERVICE CONNECTION CHARGES

(D)

(D)

ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

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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.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

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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.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

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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.

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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 <u>Charge</u>
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

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GENERAL RULES AND REGULATIONS

A. APPLICATION

The rules and regulations specified herein are in addition to those contained in the Local Exchange Service Tariffs. They apply to the intrastate service and facilities furnished by the Vanlue Telephone Company, in the Vanlue Exchange, herein referred to as the Telephone Company or Company.

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

B. OBLIGATIONS AND LIABILITIES 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. Liability of the Company

a. Transmitting Messages

The Telephone Company does not transmit messages but offers the use of its facilities for communication between patrons. If because of 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.

b. 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.

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GENERAL RULES AND REGULATIONS

B. OBLIGATIONS AND LIABILITIES OF TELEPHONE COMPANY (Continued)

2. Liability of the Company (Continued)

c. 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 instruments, apparatus and associated 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. Adjustment of Charges

The Telephone Company will make a refund of the full amount of any excess charges collected as a result of overbilling. Conversely, the Company will bill the full amount of any undercharge resulting from underbilling. If the precise amount of excess or undercharge cannot be determined, or if the exact period during which over or underbilling has occurred cannot be fixed, the amount of refund or charge shall be estimated based on the best information obtained from all available records and agreed to by the customer and Company.

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GENERAL RULES AND REGULATIONS

C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Equipment

Equipment and lines (other than inside wiring) 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 premises 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 the installation and maintenance of such service.

2. Authorized Attachments and Connections

Subscriber-provided equipment and facilities may be attached to or connected with facilities furnished by the Telephone Company.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

IN ACCORDANCE WITH CASE NO. 10-1010-TP-ORD and 11-3023-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

GENERAL RULES AND REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

3. 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.

4. 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 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 device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for service.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

IN ACCORDANCE WITH CASE NO. 10-1010-TP-ORD and 11-3023-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

GENERAL RULES AND REGULATIONS

C. USE OF SERVICE AND FACILITIES (Continued)

4. Misuse of Facilities (Continued)

- e. Causing or allowing Telephone Company equipment to be tampered with, damaged or destroyed through negligence.
- f. 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.

5. Government Objections to Service

The Telephone Company has the right and the duty to refuse to institute service for a potential customer or to discontinue the service of an existing customer if not doing so would be in violation of Section 4901:1-3-12 of the Commission's Code of Rules and Regulations or of an order issued to the Company by a court of competent jurisdiction.

6. Party Line Service

The Telephone Company provides two-party and multi-party line service as an option for subscribers. Parties subscribing to such service are expected to make a reasonable effort to allow all parties equal access to the line. Party line service may not, under any circumstances, be used by a subscriber as a substitute for private line service.

When a subscriber's service requirements become so great as to interfere with the equal usage of the line for the other subscribers, the Telephone Company shall offer that subscriber a grade of service which is suitable to his needs. If the subscriber refuses to accept a more suitable service, the Telephone Company reserves the right to disconnect the offending subscriber in accordance with paragraph 4(a) above, upon notice to the subscriber.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

IN ACCORDANCE WITH CASE NO. 10-1010-TP-ORD and 11-3023-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

GENERAL RULES AND REGULATIONS

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

7. Telephone Numbers

The subscriber has no property right in the telephone number or any right to continuance of service through any particular central office, and the Telephone Company may change the telephone number or the central office designation or both, of a subscriber whenever it deems it advisable in the conduct of its business to do so.

8. Alterations

The subscriber agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him will necessitate change in the Company's wiring or equipment; and the subscriber agrees to pay the Company's current charges for such change.

9. Unusual Installation Costs

Where special conditions or special requirement of the subscriber involve unusual construction or installation costs, the subscriber may be required to pay a reasonable proportion of such costs.

10. 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.

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ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

IN ACCORDANCE WITH CASE NO. 14-1923-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
BY: JOEL DOHMEIER, VICE PRESIDENT
VANLUE, OHIO

GENERAL RULES AND REGULATIONS

D. ESTABLISHMENT AND FURNISHING OF 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.

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.
 - 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.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

IN ACCORDANCE WITH CASE NO. 10-1010-TP-ORD and 11-3023-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

GENERAL RULES AND REGULATIONS

D. 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)
 - 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.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

IN ACCORDANCE WITH CASE NO. 10-1010-TP-ORD and 11-3023-TP-ATA
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VANLUE, OHIO

GENERAL RULES AND REGULATIONS

D. 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.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

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VANLUE, OHIO

GENERAL RULES AND REGULATIONS

D. 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 \$19.65.
- 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.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

IN ACCORDANCE WITH CASE NO. 10-1010-TP-ORD and 11-3023-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

GENERAL RULES AND REGULATIONS

D. 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.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

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VANLUE, OHIO

GENERAL RULES AND REGULATIONS

D. 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.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

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Joel Dohmeier, Vice-President
VANLUE, OHIO

GENERAL RULES AND REGULATIONS

E. APPLICATION OF BUSINESS AND RESIDENCE RATES

1. Business rates apply at the following location
 - a. In offices, stores, factories, mines and all other places of a strictly business nature.
 - b. Except as noted under 2. below, in boarding houses, offices of hotels, hall 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, newspaper, 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 2-c below.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

IN ACCORDANCE WITH CASE NO. 10-1010-TP-ORD and 11-3023-TP-ATA
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VANLUE, OHIO

GENERAL RULES AND REGULATIONS

E. 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 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 veterinary, provided the subscriber does not maintain an office in the residence.
- d. 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.

F. CONSTRUCTION CHARGES

1. General

- 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.

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ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

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Joel Dohmeier, Vice-President
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GENERAL RULES AND REGULATIONS

F. **CONSTRUCTION CHARGES** (Continued)

(T)

1. General (Continued)

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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)

ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

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GENERAL RULES AND REGULATIONS

F. **CONSTRUCTION CHARGES** (Continued)

2. Definitions: (Continued)

- 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.

ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

IN ACCORDANCE WITH CASE NO. 14-1923-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
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VANLUE, OHIO

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GENERAL RULES AND REGULATIONS

F. CONSTRUCTION CHARGES (Continued)

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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)

ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

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VANLUE, OHIO

GENERAL RULES AND REGULATIONS

F. CONSTRUCTION CHARGES (Continued)

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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)

ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

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GENERAL RULES AND REGULATIONS

F. **CONSTRUCTION CHARGES** (Continued)

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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.

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ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

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VANLUE, OHIO

GENERAL RULES AND REGULATIONS

F. **CONSTRUCTION CHARGES** (Continued)

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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.

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ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

IN ACCORDANCE WITH CASE NO. 14-1923-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

GENERAL RULES AND REGULATIONS

F. **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)

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GENERAL RULES AND REGULATIONS

F. CONSTRUCTION CHARGES (Continued)

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.

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(C)

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GENERAL RULES AND REGULATIONS

F. CONSTRUCTION CHARGES (Continued)

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 is 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)

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ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

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GENERAL RULES AND REGULATIONS

F. **CONSTRUCTION CHARGES** (Continued)

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)

(C)

GENERAL RULES AND REGULATIONS

F. **CONSTRUCTION CHARGES** (Continued)

5. **Agreements and Charges** (Continued)

n. Basis for Cost Computation

The costs referred to in F.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.

GENERAL RULES AND REGULATIONS

F. 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)

GENERAL RULES AND REGULATIONS

G. INITIAL CONTRACT PERIODS AND TERMINATION OF SERVICE

(T)

1. Initial Contract Periods

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

ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

IN ACCORDANCE WITH CASE NO. 14-1923-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

GENERAL RULES AND REGULATIONS

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

(T)

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

ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

IN ACCORDANCE WITH CASE NO. 14-1923-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

GENERAL RULES AND REGULATIONS

H. OBLIGATION OF THE CUSTOMER

(T)

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

I. APPLICATION OF CONSTRUCTION CHARGES

(T)

1. When special construction charges for individual customers are necessary, special construction charges may apply.

J. EMERGENCY SERVICES CALLING PLAN (ESCP)

(T)

Message Toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (2) following, are offered at no charge to customers;

- 1) Governmental firefighting, State Highway Patrol, Police and Emergency Squad Service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- 2) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life and/or property and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

ISSUED: November 5, 2014

EFFECTIVE: December 6, 2014

IN ACCORDANCE WITH CASE NO. 14-1923-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
BY: JOEL DOHMEIER, VICE PRESIDENT
VANLUE, OHIO

ENHANCED EMERGENCY TELEPHONE SERVICE (E911)

A. GENERAL

1. When requested by local government authorities, and subject to the availability of facilities, the Vanlue Exchange of Vanlue 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.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

IN ACCORDANCE WITH CASE NO. 10-1010-TP-ORD and 11-3023-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

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.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

IN ACCORDANCE WITH CASE NO. 10-1010-TP-ORD and 11-3023-TP-ATA
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VANLUE, OHIO

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 Oakwood 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.

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

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ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

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.

<u>County</u>	<u>Current 911 Subscriber Charge</u>	<u>Implementation Date for 911 Service</u>	<u>Initial Case No. for 911 Implementation</u>	<u>Most Current Case No. for 911 Review</u>
Hancock	\$0.35	12/15/94	94-I-200-TP-EMG	94-I-200-TP-EMG
Seneca	\$0.35	2/17/99	98-I-537-TP-EMG	98-I-537-TP-EMG
Wyandot	\$0.35	2/17/99	98-I-537-TP-EMG	98-I-537-TP-EMG

ISSUED: May 19, 2011

EFFECTIVE: May 19, 2011

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VANLUE, OHIO

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 Report and Order released on April 27, 2016, WC Docket No. 11-42, et. al.), and any 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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ISSUED: November 29, 2016

EFFECTIVE: December 2, 2016

IN ACCORDANCE WITH CASE NO. 90-5042-TP-TRF
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

(D)

(D)

ISSUED: June 15, 2012

EFFECTIVE: June 15, 2012

IN ACCORDANCE WITH CASE NO. 90-5042-TP-TRF
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

VANLUE TELEPHONE COMPANY
OHIO
P.U.C.O. NO. 7

Section 6
First Revised Sheet 3
Cancels Original Sheet 3

(D)

(D)

ISSUED: June 15, 2012

EFFECTIVE: June 15, 2012

IN ACCORDANCE WITH CASE NO. 90-5042-TP-TRF
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

(D)

(D)

ISSUED: June 15, 2012

EFFECTIVE: June 15, 2012

IN ACCORDANCE WITH CASE NO. 90-5042-TP-TRF
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VANLUE TELEPHONE COMPANY
OHIO
P.U.C.O. NO. 7

Section 6
First Revised Sheet 5
Cancels Original Sheet 5

(D)

(D)

ISSUED: June 15, 2012

EFFECTIVE: June 15, 2012

IN ACCORDANCE WITH CASE NO. 90-5042-TP-TRF
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
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VANLUE TELEPHONE COMPANY
OHIO
P.U.C.O. NO. 7

Section 6
First Revised Sheet 6
Cancels Original Sheet 6

(D)

(D)

ISSUED: June 15, 2012

EFFECTIVE: June 15, 2012

IN ACCORDANCE WITH CASE NO. 90-5042-TP-TRF
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
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(D)

(D)

ISSUED: June 15, 2012

EFFECTIVE: June 15, 2012

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Joel Dohmeier, Vice-President
VANLUE, OHIO

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 Vanlue 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)

ISSUED: May 14, 2015

EFFECTIVE: September 1, 2015

IN ACCORDANCE WITH CASE NO. 15-0914-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO

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)

ISSUED: May 14, 2015

EFFECTIVE: September 1, 2015

IN ACCORDANCE WITH CASE NO. 15-0914-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
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VANLUE, OHIO

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.
 - **\$0.86** for all pole attachments
 - **\$0.36** 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)

ISSUED: May 14, 2015

EFFECTIVE: September 1, 2015

IN ACCORDANCE WITH CASE NO. 15-0914-TP-ATA
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF OHIO
Joel Dohmeier, Vice-President
VANLUE, OHIO