

WN U-3

FIRST REVISED SHEET NO. 2  
CANCELING ORIGINAL SHEET NO. 2

THE TOLEDO TELEPHONE CO., INC.

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Issued by: THE TOLEDO TELEPHONE CO., INC.

By: Russ Ramsey

Title: President

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FIRST REVISED SHEET NO. 3  
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THE TOLEDO TELEPHONE CO., INC.

**I. DESCRIPTION**

9-1-1 is the three-digit telephone number designated throughout the U.S. as the emergency telephone number to be sued by the public to obtain law enforcement, medical, fire, rescue, and other emergency services.

The 9-1-1 Service available under this tariff is available in the territory served by the Company as shown on its maps, filed as Sheet 20 of WN U-1.

Next Generation 911 (NG 9-1-1) service is an IP-based system comprised of managed IP-based networks (ESI nets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provide additional capabilities. NG 9-1-1 is designed to provide access to emergency services from all connected communications sources and provide multimedia data capabilities for PSAPs and other emergency service organizations.

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**II. DEFINITIONS**

The definitions contained herein are in addition to the definitions set forth in WN U-1, which are hereby incorporated by reference. If there is any conflict in the definitions, the definitions set forth below shall control. These definitions apply whether or not the term has an initial capital when used.

A. **9-1-1 SERVICE**  
Service furnished pursuant to this Tariff.

B. **9-1-1 SERVICE AREA**  
The geographic area in which the customer will respond to all 9-1-1 calls and dispatch appropriate emergency assistance.

(D)

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- C. **AUTOMATIC NUMBER IDENTIFICATION (ANI)** (T)  
The feature by which the calling party's telephone number is forwarded to the customer's customer premises equipment for display.
- D. **AUTOMATIC LOCATION IDENTIFICATION (ALI)** (T)  
The automatic display at the PSAP of the caller's telephone number, the service address for the telephone line and supplementary information.
- E. **CALLER** (T)  
An individual who places a 9-1-1 call in an effort to request assistance of a public safety nature.
- F. **CENTRAL OFFICE (CO)** (T)  
A company facility that houses the switching and trunking equipment serving telephones in a defined area.
- G. **CODE RECOGNITION** (T)  
Enables a Central Office to accept 9-1-1 calls and direct them to a 9-1-1 Transport or 9-1-1 Service Line.
- H. **COMPANY** (T)  
The Toledo Telephone Co., Inc.
- I. **CUSTOMER PREMISES EQUIPMENT (CPE)** (T)  
Terminal equipment at the PSAP.

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J. CUSTOMER (T)

Governmental unit or other entity authorized to receive and process 9-1-1 calls.

K. DATA BASE (T)

A collection of information organized in a computer to facilitate rapid search and retrieval. Data Bases include ALI, Master Street Address Guide (MSAG), Emergency Service Number (ESN), and subscriber line data.

L. DIVERSE ROUTING (D) (T)

The practice of routing calls through different circuit paths in an effort to prevent total loss of the 9-1-1 Service in an event an individual circuit is disabled.

(D)

M. EMERGENCY SERVICE NUMBER (ESN) (T)

A number used in the DMS to designate the public safety agencies responsible for service to the location of each telephone number in a 9-1-1 Service area, for the purpose of determining call routing.

N. ESINET (N)

An Emergency Service IP Network (ESInet) used for emergency services communications. An ESI net provides the IP transport infrastructure and functional processes necessary for providing Next Generation 9-1-1 network services.

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O. EXCHANGE (T)

A defined area, served by one or more telephone central offices, within which the Company furnishes services.

P. GEOGRAPHIC INFORMATION SYSTEM (GIS) (K)(N)

A GIS integrates hardware, software and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information or location information.

Q. INDIVIDUAL CASE BASIS (ICB) RATES AND CHARGES (K\*)

A service arrangement made where rates and charges will reflect the costs incurred by the Company and may include, but are not limited to, monthly rates, nonrecurring charges, or combinations thereof.

R. INTERCONNECTED VOICE OVER INTERNET PROTOCOL SERVICE LINE (D)  
(K\*)

An interconnect voice over internet protocol service that offers an active telephone number or successor dialing protocol assigned by a voice over internet protocol provider to a voice over internet protocol service customer that has inbound and outbound calling capability, which can directly access a public safety answering point when such a voice over internet protocol service customer has a place of primary use in the state.

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K – moved to Sheet No. 7.1

K\* - moved to Sheet No. 7.2

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ORIGINAL SHEET NO. 7.1

THE TOLEDO TELEPHONE CO., INC.

S. IP 911 ROUTING

An interface between two networks that selects the best route to complete the call over multiple networks between the originating network and the final destination. Such routing provides network management capabilities that forwards data packets from one network to another and selects the most expedient route based on traffic load, line speeds, costs and network failures to complete the call. The company may provide routing through Session Initiation Protocol (SIP/PIDF-lo) trunking.

(N)

T. IP BASED 911 SERVICE PROVIDER

The provider of a standards-based digital (Internet Protocol) secure redundant managed 9-1-1 transport network used for the routing and delivery of 9-1-1 connectivity with location information from a party requesting emergency services to a PSAP [public safety answering point]. An IP-based 9-1-1 network can interface with other networks and transport other emergency services applications. An IP-based 9-1-1 network may be constructed from a mix of dedicated and shared facilities or networks, and may be interconnected at local, regional, state, federal, national, and international levels to form an IP-based inter-network or intra-network of 9-1-1 connectivity.

U. IP 911 TRANSPORT

A digital trunk or IP Network that carries emergency calls from the Company's Vendor Network to the state emergency management's IP 911 ESINet point of Interconnects.

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V. LEC

Local Exchange Telecommunications Company.

(M)

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CC. PUBLIC SAFETY ANSWERING POINT (PSAP) (T)

A facility equipped and staffed to receive 9-1-1 calls. A primary PSAP receives the calls directly. A secondary PSAP receives the 9-1-1 calls that are relayed or transferred from the primary PSAP.

DD. REVERSE SEARCH (T)

A query of the ALI database initiated at the PSAP to electronically obtain all ALI data associated with a known telephone number for purposes of handling an emergency call when that telephone number is not directly connected to the PSAP. It can also be used for an ANI failure on a telephone line that is connected to the PSAP.

EE. SERVING CENTRAL OFFICE (T)(D)

The central office (CO) from which a PSAP is served.

FF. SESSION INITIATION PROTOCOL (SIP) (T) (N)

A communications protocol used to create, manage, and terminate sessions (call) in an IP based network.

GG. SUBSCRIBER (T)

A person or business that orders access line service from a telephone company.

HH. SUBSCRIBER LINE DATA (T)

The telephone number, service address for telephone line, and supplementary information for a subscriber for development and maintenance of ALI and MSAG.

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ORIGINAL SHEET NO. 8.1

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II. VOICE OVER INTERNET PROTOCOL (VOIP)

A service that: (1) enable real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires Internet-protocol-compatible customer premises equipment (CPE); and (4) permits users generally to receive call that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

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III. CONDITIONS

- A. The Company shall not be required to provide 9-1-1 Service to less than an entire Central Office serving area. (D)
- B. The Company does not answer or forward 9-1-1 calls. The Company furnishes the use of its facilities to enable the Customer's personnel to receive such calls. (D)
- C. There will be no charge to the calling party by the Company for originating a 9-1-1 call. (T)
- D. The calling party forfeits any privacy rights afforded by a non-published or non-listed service when placing a 9-1-1 call. (T)
- E. If a 9-1-1 call is originated via a telecommunications company other than the Company or by any other Non-Company source such as an alternative operator provider, or shared service provider, or by a cellular provider or any other radio based source (whether provided by the Company or not) the completeness and accuracy of the ANI and ALI information forwarded cannot be and will not be assured. (T)
- F. 9-1-1 Service is restricted to one-way incoming service from the Company's CO to the facilities of another LEC. If the Customer desires dedicated facilities from its PSAP to a response agency (Police, Fire, Emergency Medical, etc.) located in the Company's service territory, the Customer must purchase those facilities out of the Company's special access tariff. (D)

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- (D)
- (D)
- G. The Company will provide information to the entity which has the responsibility of building and maintaining the MASG file in concert with customer utilizing standard service address (i.e. house numbers, street names, and postal communities). (T)
- H. Routine MSAG changes will be made within two business days of receipt. Special or large volume changes and annexations may require more than two business days. Charges for Customer initiated changes and rearrangements affecting the subscriber's service address and ALI database records (e.g., street name and number changes, emergency services zone and name change, jurisdictional boundary changes and rearrangement, etc.) other than those processed in normal daily updates, will be based upon the actual cost for such changes and rearrangements. In such cases a valid comparative listing of changes must be supplied by the customer providing direct and individual references to existing designations. (T)
- I. The Company will provide a range of Emergency Service Numbers (ESN) that are available for assignment by the Customer. Customer requested changes to the ESN will be charged at actual cost. (T)
- J. The maintenance of the ALI database, as well as the 9-1-1 call routing, for those telephone accounts in locations outside of their normal central office serving territory will require special procedures. Telephone lines terminated in locations outside of their central office territory may not be able to be served by normal 9-1-1 routing or ALI records. The Company will determine how this will be handled and advise the Customer. (T)

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K. The Customer will process all 9-1-1 calls 24 hours per day, 7 days per week, 52 weeks per year, that come in from the Company's facilities whether or not a specific 9-1-1 call is outside the Customer's jurisdiction. (T)

L. The 9-1-1 Service is not a replacement for a telephone number of the PSAP. The PSAP will have at least one 7-digit unlisted and one 7-digit listed number, each available 24 hours a day, for a total of two 7-digit numbers. (T)

M. Customer will make application for 9-1-1 Service in writing. The Customer or agent for the Customer must provide satisfactory proof of appointment. 9-1-1 jurisdictional disputes between municipalities and/or counties and resolutions thereof are between the municipalities and/or counties and shall not be the responsibility of the Company. (T)

N. A PSAP may only reverse search the automatic location identification (ALI) database to secure information about lines from which 9-1-1 calls have been placed but the connection is lost, and to the extent authorized by WAC 480-120-452 as now enacted or hereafter amended. (T)

Reverse search shall not be used for criminal or legal investigations or other non-emergency purposes.

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(D)

O. Prior to dispatch, the PSAP attendant dispatcher will attempt to obtain the location of the incident from the caller. The address information maintained by the Company may not be the actual location of the caller's need. (T)

P. CPE must be compatible with the service furnished by the Company and the interface standards of the Company. The Company's interface standards will be forwarded to a Customer upon request. (T)

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(D)
- Q. The Customer shall be billed monthly for payment of the recurring charges in advance. The Customer shall be billed for non-recurring charges after they have been incurred. Payments shall be made at the office of the Company or to an authorized collector of the Company. All bills are payable upon presentation and delinquent if not paid within 15 days from presentation. Late payments shall bear interest at one percent per month, prorated to date of payment. Service may be disconnected if payment is not received within sixty days of presentation of the bill. (T)
- R. 9-1-1 Service shall be temporarily interrupted for CO upgrades or updates. The Company shall try to keep such interruptions to a minimum. (T)
- S. Rules 2 – Application for Service; 4 – Use of Service; and 5 – Responsibility for, and Maintenance of, Service; as set forth in the Company's tariff, WN U-1 shall apply. (T)
- T. For calls placed to a PSAP from off-premise stations and stations behind business systems, where ANI is provided, it may provide the identity of the primary telephone service billing or lead number. (T)
- U. Any disputes between a caller and the Customer as to standard service address are the Customer's responsibility to resolve. (T)

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THE TOLEDO TELEPHONE CO., INC.

IV. LIMITATION OF LIABILITY

- A. The Company, and its directors, officers, employees and agents, shall not be liable for civil damages caused by an act or omission of the Company, its employees or agents in the:
- i. Good-faith release of information not in the public record, including unpublished or unlisted subscriber information to emergency service providers responding to calls placed to a 9-1-1 Service, or (T)
  - ii. Design, development, installation, implementation, maintenance or provision of 9-1-1 Service other than an act or omission constituting gross negligence or wanton or willful misconduct. (T)
- B. The Company's liability for civil damages to the Customer or any person for interruption of failure of 9-1-1 Service shall be limited by the terms set forth in this section and in any sections of other tariffs which apply to the provision of 9-1-1 Service (or components thereof) by the Company. (T)
- C. The Company, and its directors, officers, employees and agents, shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation or other entity for any loss or damage caused by any act or omission of the Company, its directors, officers, employees and agents in the design, development, installation, testing, maintenance, supervision or provision of 9-1-1 Service other than an act or omission constituting gross negligence or wanton or willful misconduct. Except for gross negligence and/or wanton or willful misconduct, the Company's liability to any person, corporation or other entity for any loss or damage shall not exceed an amount equal to the prorated portion of the Company's applicable rates for the 9-1-1 Service or facilities provided by the Company to the customer for the time such interruption to service or facilities continues, after notice by the customer to the (T)

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Company. No allowance shall be made if the interruption is due to the negligence, gross negligence and/or wanton or willful misconduct of the customer.

- D. The Company, and its directors, officers, employees and agents, shall not be liable or responsible for any damage arising from any cause whatsoever or any indirect, incidental or consequential damages associated with the provision of the 9-1-1 Service when any 9-1-1 call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons. These technical reasons can include, but are not limited to, technical inability to provide subscriber line data or ANI associated with multi-party lines, off-premise extensions or private telecommunications services, such as PBX's or shared tenant services, or calls originating from an interexchange carrier or another telecommunications company, or over Centrex lines or customer extended lines, or calls originating from cellular or the other radio-based communications systems. (T)
- E. The Company accepts no responsibility for obtaining subscriber record information from private telecommunications system, such as PBX's or shared tenant services, except to the extent that such information is provided to the Company by the person or entity owning or managing such private telecommunications system and being the Company's subscriber or record with respect thereto. Where applicable to the type of 9-1-1 Service being provided, the Company will integrate any records furnished to it by such subscriber in a Company-standard format for inclusion in a 9-1-1 database. However, by doing so, the Company makes no representation or warranty regarding the accuracy of the data provided to it by such subscriber and shall not be liable or responsible to any person, corporation or other entity for any damages, of whatever nature or description, arising from or related to any inaccuracy or incompleteness of such data or for any indirect, incidental or consequential damages associated with the provision of this data or the inclusion of such data in any 9-1-1 database. (T)

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- F. The Company, and its directors, officers, employees and agents, shall not be liable or responsible for any indirect, incidental or consequential damages associated with the provision of 9-1-1 Service when there is a failure of or interruption in the 9-1-1 Service due to the attachment of any equipment by a customer or subscriber to Company facilities or a failure of or interruption in any facilities provided by any person or entity other than the Company. (T)
- G. Except for Company acts or omissions constituting gross negligence or wanton or willful misconduct, the Company, and its directors, officers, employees and agents, shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects or data errors in transmission or service caused or contributed to by the negligence or willful act of any person other than the Company, or arising from the use of customer-provided facilities or equipment or the facilities of another telecommunications company. (T)
- H. Except for Company acts or omission constituting gross negligence or wanton or willful misconduct the Company, and its directors, officers, employees and agents, shall not be liable or responsible for any indirect, incidental or consequential damages associated with the provision of 9-1-1 Service or any component thereof. The rates at which 9-1-1 Service, and the components thereof, are provided have been established expressly in reliance upon this limitation of liability. (T)
- I. 9-1-1 Service (and the components thereof) is provided solely for the benefit of the PSAP. The provision of 9-1-1 Service by the Company shall not be interpreted, construed or regarded, either expressly or impliedly, as being for the benefit of or creating any Company obligations toward any person or legal entity other than the customer. The Company's tort liability, if any, to any third party shall be limited to instances in which the Company's conduct constitutes gross negligence or wanton or willful misconduct. (T)

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- J. In the event that any portion of this Section IV is determined by any court or other lawful authority to be unlawful, then such portion shall be deemed reformed to the minimum extent necessary to cure its unlawfulness, and the remainder of Section IV, together with the portion so reformed, shall remain in full force and effect.

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V. RATES, TERMS & CONDITIONS

The following cost categories are related to the provisioning of NG 9-1-1 and will be billed to the Customer on an ICB.

1. Charges for conversion, network installation/setup, and direct cut-over support incurred by the IP-based 9-1-1 service provider and/or its vendors. (transport and routing)
2. Cost related to testing the network prior to cut-over and the portion of the network not cut-over during the months of conversion. (transport and routing)
3. Expenses paid by the IP-based 9-1-1 service provider to vendors for Emergency Services Routing Proxy, Commodity Internet, Loop, Port, Transport, Routers, and Collocation service. (transport and routing)
4. Charges for Port, Transport, and Router service that the IP-based 9-1-1 service Provider supplies from its own network. (transport and routing)
5. Selective Routing and ALI costs. (routing)
6. Circuits and Facilities costs. (transport)
7. Geographic Information Systems. (database)
8. Any additional costs that an IP-based 9-1-1 service provider believes should be included because of changes in technologies. (transport and delivery)

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