

Rochester Telephone Company

**54.314(b) Self-Certification Letter
2013 Submission**

117 W. Eighth Street
Post Office Box 507
Rochester, IN 46975



October 28, 2013

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Received & Inspected

NOV 04 2013

FCC Mail Room

Tele: 574-223-2191
Fax: 574-223-4898

Re: CC Docket No. 96-45/WC Docket No. 10-90, Annual Self -Certification of Support for Eligible Telecommunications Carriers Pursuant to 47 C.F.R. § 54.314

Pursuant to the requirements of 47 C.F.R. § 54.314, the Rochester Telephone Company Inc hereby certifies to the Federal Communications Commission and the Universal Service Administrative Company that it is eligible to receive federal high-cost support for the program years cited.

I, Tami Paulik , attest for the Study Area Codes listed below all federal high-cost support provided to Rochester Telephone Company was used in the preceding calendar year (2012) and will be used in the coming calendar year (2014) only for the provision, maintenance, and upgrading of facilities and services for which the support is intended."¹

Company Name	Study Area Code
Rochester Telephone Company	320815

Tami R. Paulik

Signature of Corporate Officer

10-28-13

Date

Secretary-Treasurer

Title

574-223-0218

Contact phone #

(For Official Use Only)

¹ 47 C.F.R. §54.314(b) ("Carriers not subject to State jurisdiction. An eligible telecommunications carrier not subject to the jurisdiction of a State that desires to receive support pursuant to the high-cost program must file an annual certification with the Administrator and the Commission stating that all federal high-cost support provided to such carrier was used in the preceding calendar year and will be used in the coming calendar year only for the provision, maintenance, and upgrading of facilities and services for which the support is intended. Support provided pursuant to the high-cost program shall only be provided to the extent that the carrier has filed the requisite certification pursuant to this section.").

Enclosures: Form 481 Certified to USAC/ IURC/ FCC & Attachments

FCC Form 481 - Carrier Annual Reporting Data Collection Form

FCC Form 481
OMB Control No. 3060-0086/OMB Control No. 3060-0019
July 2013

<010> Study Area Code	320815	Received & Inspected
<015> Study Area Name	ROCHESTER TEL CO	
<020> Program Year	2014	NOV 04 2013
<030> Contact Name: Person USAC should contact with questions about this data	Tami Paulik	FCC Mail Room
<035> Contact Telephone Number: Number of the person identified in data line <030>	574-223-0218	
<039> Contact Email Address: Email of the person identified in data line <030>	Tami.Paulik@rtc1.com	

ANNUAL REPORTING FOR ALL CARRIERS

54.313 Completion Required	54.422 Completion Required
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		(check box when complete)		
<100> Service Quality Improvement Reporting	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<200> Outage Reporting (voice)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<210> <input checked="" type="checkbox"/> <-- check box if no outages to report				
<300> Unfulfilled Service Requests (voice)	<table border="1" style="width: 100px; text-align: center;"><tr><td>0</td></tr></table>	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>
0				
<310> Detail on Attempts (voice)	(attach descriptive document)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<320> Unfulfilled Service Requests (broadband)	<table border="1" style="width: 100px; text-align: center;"><tr><td> </td></tr></table>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
<330> Detail on Attempts (broadband)	(attach descriptive document)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<400> Number of Complaints per 1,000 customers (voice)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<410> Fixed	<table border="1" style="width: 100px; text-align: center;"><tr><td>0.0</td></tr></table>	0.0		
0.0				
<420> Mobile	<table border="1" style="width: 100px; text-align: center;"><tr><td>0.0</td></tr></table>	0.0		
0.0				
<430> Number of Complaints per 1,000 customers (broadband)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<440> Fixed	<table border="1" style="width: 100px; text-align: center;"><tr><td> </td></tr></table>			
<450> Mobile	<table border="1" style="width: 100px; text-align: center;"><tr><td> </td></tr></table>			
<500> Service Quality Standards & Consumer Protection Rules Compliance	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<510> <table border="1" style="width: 100px;"><tr><td>320815IN510</td></tr></table>	320815IN510	(attached descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
320815IN510				
<600> Functionality in Emergency Situations	(check to indicate certification)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
<610> <table border="1" style="width: 100px;"><tr><td>320815IN610</td></tr></table>	320815IN610	(attached descriptive document)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
320815IN610				
<700> Company Price Offerings (voice)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<710> Company Price Offerings (broadband)	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<800> Operating Companies and Affiliates	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<900> Tribal Land Offerings (Y/N)? <input type="radio"/> <input checked="" type="radio"/>	(if yes, complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<1000> Voice Services Rate Comparability	(check to indicate certification)	<input type="checkbox"/>	<input type="checkbox"/>	
<1010> <table border="1" style="width: 100px;"><tr><td> </td></tr></table>		(attach descriptive document)	<input type="checkbox"/>	<input type="checkbox"/>
<1100> Terrestrial Backhaul (Y/N)? <input type="radio"/> <input checked="" type="radio"/>	(if not, check to indicate certification)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<1110>	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<1200> Terms and Condition for Lifeline Customers	(complete attached worksheet)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet
Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers

<2000>	(check to indicate certification)	<input type="checkbox"/>	<input type="checkbox"/>
<2005>	(complete attached worksheet)	<input type="checkbox"/>	<input type="checkbox"/>

Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet

<3000>	(check to indicate certification)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<3005>	(complete attached worksheet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

(100) Service Quality Improvement Reporting Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010> Study Area Code	320815
<015> Study Area Name	ROCHESTER TEL CO
<020> Program Year	2014
<030> Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035> Contact Telephone Number - Number of person identified in data line <030>	574-223-0218
<039> Contact Email Address - Email Address of person identified in data line <030>	Tami.Paulik@rtcl.com

<110> Has your company received its ETC certification from the FCC? If your answer to Line <110> is yes, do you have an existing §54.202(a) "5 year plan" filed with the FCC?	(yes / no) <input type="radio"/> <input checked="" type="radio"/>
<111> year plan" filed with the FCC?	(yes / no) <input type="radio"/> <input type="radio"/>

If your answer to Line <111> is yes, then you are required to file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

<112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

Name of Attached Document (.pdf)

Please check these boxes below to confirm that the attached PDF, on line 112, contains a progress report on its five-year service quality improvement plan pursuant to § 54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

- <113> Maps detailing progress towards meeting plan targets
- <114> Report how much universal service (USF) support was received
- <115> How (USF) was used to improve service quality
- <116> How (USF) was used to improve service coverage
- <117> How (USF) was used to improve service capacity
- <118> Provide an explanation of network improvement targets not met in the prior calendar year.

<input type="checkbox"/>

(900) Tribal Lands Reporting Data Collection Form	FCC Form 481 OMB Control No. 3060-0986 / OMB Control No. 3060-0819 July 2013
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<010> Study Area Code	320815
<015> Study Area Name	ROCHESTER TEL CO
<020> Program Year	2014
<030> Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035> Contact Telephone Number - Number of person identified in data line <030>	574-223-0218
<039> Contact Email Address - Email Address of person identified in data line <030>	Tami.Paulik@rtcl.com

<910> Tribal Land(s) on which ETC Serves

<920> Tribal Government Engagement Obligation

Name of Attached Document (.pdf)

If your company serves Tribal lands, please select (Yes, No, NA) for each these boxes to confirm the status described on the attached PDF, on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

- <921> Needs assessment and deployment planning with a focus on Tribal community anchor institutions;
- <922> Feasibility and sustainability planning;
- <923> Marketing services in a culturally sensitive manner;
- <924> Compliance with Rights of way processes
- <925> Compliance with Land Use permitting requirements
- <926> Compliance with Facilities Siting rules
- <927> Compliance with Environmental Review processes
- <928> Compliance with Cultural Preservation review processes
- <929> Compliance with Tribal Business and Licensing requirements.

Select (Yes, No, NA)

(1100) No Terrestrial Backhaul Reporting Data Collection Form FCC Form 481
OMB Control No. 3060-0986/OMB Control No. 3060-0819
July 2013

<010> Study Area Code	320815
<015> Study Area Name	ROCHESTER TEL CO
<020> Program Year	2014
<030> Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035> Contact Telephone Number - Number of person identified in data line <030>	574-223-0218
<039> Contact Email Address - Email Address of person identified in data line <030>	Tami.Paulik@rtcl.com

<1120> Please check this box to confirm no terrestrial backhaul options exist within the supported area pursuant to § 54.313(G)

<1130> Please check this box to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(G)

(1200) Terms and Condition for Lifeline Customers Lifeline Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010>	Study Area Code	320815
<015>	Study Area Name	ROCHESTER TEL CO
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035>	Contact Telephone Number - Number of person identified in data line <030>	574-223-0218
<039>	Contact Email Address - Email Address of person identified in data line <030>	Tami.Paulik@rtcl.com

<1210> Terms & Conditions of Voice Telephony Lifeline Plans	320815IN1210 <hr/> Name of attached document (.pdf)
<1220> Link to Public Website	HTTP www.rtcl.com/telephone-rochester.htm

“Please check these boxes below to confirm that the attached PDF, on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

- <1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers,
- <1222> Details on the number of minutes provided as part of the plan,
- <1223> Additional charges for toll calls, and rates for each such plan.

(2000) Price Cap Carrier Additional Documentation Data Collection Form <i>Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers</i>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010> Study Area Code	320815
<015> Study Area Name	ROCHESTER TEL CO
<020> Program Year	2014
<030> Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035> Contact Telephone Number - Number of person identified in data line <030>	574-223-0218
<039> Contact Email Address - Email Address of person identified in data line <030>	Tami.Paulik@rtc1.com

CHECK the boxes below to note compliance as a recipient of Incremental Connect America Phase I support, frozen High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e) the information reported on this form and in the documents attached below is accurate.

Incremental Connect America Phase I reporting		
<2010>	2nd Year Certification {47 CFR § 54.313(b)(1)}	<input type="checkbox"/>
<2011>	3rd Year Certification {47 CFR § 54.313(b)(2)}	<input type="checkbox"/>
Price Cap Carrier Receiving Frozen Support Certification {47 CFR § 54.312(a)}		
<2012>	2013 Frozen Support Certification	<input type="checkbox"/>
<2013>	2014 Frozen Support Certification	<input type="checkbox"/>
<2014>	2015 Frozen Support Certification	<input type="checkbox"/>
<2015>	2016 and future Frozen Support Certification	<input type="checkbox"/>
Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}		
<2016>	Certification Support Used to Build Broadband	<input type="checkbox"/>
Connect America Phase II Reporting {47 CFR § 54.313(e)}		
<2017>	3rd year Broadband Service Certification	<input type="checkbox"/>
<2018>	5th year Broadband Service Certification	<input type="checkbox"/>
<2019>	Interim Progress Certification	<input type="checkbox"/>
<2020>	Please check the box to confirm that the attached PDF , on line 2021, contains the required information pursuant to § 54.313 (e)(3)(ii), as a recipient of CAF Phase II support shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.	<input type="checkbox"/>
<2021>	Interim Progress Community Anchor Institutions	Name of Attached Document Listing Required Information _____

(3000) Rate Of Return Carrier Additional Documentation	FCC Form 481
Data Collection Form	OMB Control No. 3060-0986/CMB Control No. 3060-0819
	July 2013

<010> Study Area Code	320815
<015> Study Area Name	ROCHESTER TEL CO
<020> Program Year	2014
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<035> Contact Telephone Number - Number of person identified in data line <030>	574-223-0218
<039> Contact Email Address - Email Address of person identified in data line <030>	Tami.Paulik@rtc1.com

CHECK the boxes below to note compliance on its five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

Progress Report on 5 Year Plan

<p>(3010) Milestone Certification (47 CFR § 54.313(f)(1)(i)) Please check this box to confirm that the attached PDF, on line 3012, contains the required information pursuant to § 54.313 (f)(1)(ii), as a recipient of CAF Phase II support shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.</p>	<p>Name of Attached Document Listing Required Information</p> <p>_____</p>	<p><input type="checkbox"/></p>
<p>(3012) Community Anchor Institutions (47 CFR § 54.313(f)(1)(iii)) (3013) Is your company a Privately Held ROR Carrier (47 CFR § 54.313(f)(2)) (3014) If yes, does your company file the RUS annual report Please check these boxes to confirm that the attached PDF, on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires: Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers)</p>	<p>Name of Attached Document Listing Required Information</p> <p>_____</p>	<p><input checked="" type="checkbox"/> (Yes/No) <input type="checkbox"/> (Yes/No)</p> <p><input type="checkbox"/> <input type="checkbox"/></p>
<p>(3015) PDF of Balance Sheet, Income Statement and Statement of Cash Flows (3016) If the response is yes on line 3014, attach your company's RUS annual report and all required documentation (3017) If the response is no on line 3014, Is your company audited? If the response is yes on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains:</p>	<p>Name of Attached Document Listing Required Information</p> <p>_____</p>	<p><input checked="" type="checkbox"/> (Yes/No)</p>
<p>(3019) Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications (3020) PDF of Balance Sheet, Income Statement and Statement of Cash Flows (3021) Management letter issued by the independent certified public accountant that performed the company's financial audit. If the response is no on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains: Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers,</p>	<p>Name of Attached Document Listing Required Information</p> <p>_____</p>	<p><input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>
<p>(3022) Underlying information subjected to a review by an independent certified public accountant (3023) Underlying information subjected to an officer certification. (3024) PDF of Balance Sheet, Income Statement and Statement of Cash Flows (3025) Attach the worksheet listing required information</p>	<p>Name of Attached Document Listing Required Information</p> <p>_____</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>320815IN3026</p>
<p>(3026)</p>	<p>Name of Attached Document Listing Required Information</p> <p>_____</p>	<p>320815IN3026</p>

Certification - Reporting Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0086/OMB Control No. 3060-0819 July 2013
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<010> Study Area Code	320815
<015> Study Area Name	ROCHESTER TEL CO
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<039> Contact Email Address - Email Address of person identified in data line <030>	Tami.Paulik@rtcl.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:

Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients	
I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.	
Name of Reporting Carrier:	ROCHESTER TEL CO
Signature of Authorized Officer:	CERTIFIED ONLINE Date
Printed name of Authorized Officer:	Tami Paulik
Title or position of Authorized Officer:	Secretary-Treasurer
Telephone number of Authorized Officer:	574-223-0218
Study Area Code of Reporting Carrier:	320815 Filing Due Date for this form: 10/15/2013
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

Certification - Agent / Carrier Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010>	Study Area Code	320815
<015>	Study Area Name	ROCHESTER TEL CO
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Tami Paulik
<035>	Contact Telephone Number - Number of person identified in data line <030>	574-223-0218
<039>	Contact Email Address - Email Address of person identified in data line <030>	Tami.Paulik@rtcl.com

TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I certify that (Name of Agent) _____ is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.	
Name of Authorized Agent: _____	
Name of Reporting Carrier: _____	
Signature of Authorized Officer: _____	Date: _____
Printed name of Authorized Officer: _____	
Title or position of Authorized Officer: _____	
Telephone number of Authorized Officer: _____	
Study Area Code of Reporting Carrier: _____	Filing Due Date for this form: _____
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

TO BE COMPLETED BY THE AUTHORIZED AGENT:

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.	
Name of Reporting Carrier: _____	
Name of Authorized Agent or Employee of Agent: _____	
Signature of Authorized Agent or Employee of Agent: _____	Date: _____
Printed name of Authorized Agent or Employee of Agent: _____	
Title or position of Authorized Agent or Employee of Agent: _____	
Telephone number of Authorized Agent or Employee of Agent: _____	
Study Area Code of Reporting Carrier: _____	Filing Due Date for this form: _____
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

Attachments

Rochester Telephone Company

Rochester Telephone Company
Service Quality and
Emergency Functionality
Volume 2, Issue 1

THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING OUR POLICIES AND PRACTICES, INCLUDING COMPLAINT PROCEDURES, ARBITRATION AND DISPUTE RESOLUTION

This notice is being provided to you, as a new or existing customer of Rochester Telephone Company, to inform you of the terms and conditions governing your Telecommunication services. In addition, this notice is being provided to you in order to comply with the Company's obligations under the rules of the Federal Communications Commission (FCC), which require us to inform our customers at the time of installation and at least annually thereafter of the current terms and conditions governing our service, including with respect to the Company's billing and complaint procedures, procedures for the resolution of complaints about service quality, installation and service maintenance policies. Other information relating to the products and services which we offer, the prices and options of services we offer and instructions on how to use our services are provided you at installation and/or from time to time during the year under separate cover. Please read this document carefully.

For those of our customers receiving service through commercial accounts, bulk rate arrangements with multiple dwelling owners, or similar arrangements, some of the policies, procedures and services herein may not apply. Please refer to the terms and conditions of documents reflecting such separate arrangements. Where such documents are inconsistent with the policies, procedures and information relating to service set forth herein, the terms and conditions of such separate arrangements shall apply.

Rochester Telephone Policies And Practices

The following Policies and Practices, set forth below, are terms and conditions that apply to you when you accept our Services. We may change them in the future and will notify you if that occurs. We will continue to review our Policies and Practices as part of our commitment to continually review and improve the quality of Services we provide. We will send you a written, electronic, or other appropriate notice informing you of any changes and the Effective Date. If you find the change unacceptable, you have the right to cancel your Service. However, if you continue to receive Service after the Effective Date of the change, we will consider this your acceptance of the change.

1. DEFINITIONS

As used in these Policies and Practices:

"We", "Company", "us" or "our" means Rochester Telephone Company and all affiliated entities using the brand name Rochester Telephone Company, including your local cable company, its employees, authorized agents, and its parents, subsidiaries and affiliated companies.

"You", "your" or "Customer" means the customer identified on the work order that was signed to begin your service(s) and any other person using the Services provided to you or authorized by you to access or modify your account.

"Home" means the place you live, including a single-family home, apartment, other residence, or any other type of dwelling unit, where your Service is installed.

"Service(s)" means the service(voice, data or video) and any other miscellaneous service we provide to you.

"Hourly service charge" means the hourly charge you pay us for certain services. The hourly service charge is calculated using the rules and regulations of the Federal Communications Commission ("FCC"). It is designed to recover the costs of servicing, installing and maintaining customer equipment.

"Installed" means either installed or activated.

"Inside Wire" or "Inside Wiring" means the cable/wire that runs inside your home to a point 12 inches outside of your home, and includes any extra outlets, splitters, connections, fittings or wall plates attached to it.

"Equipment" means any equipment which is not inside wiring, installed in or around your home, whether or not provided by us, necessary or convenient for you to receive Services from us. Inside wiring is not Equipment.

2. PAYMENT FOR SERVICE

If you are a new customer, we may conduct a customer risk assessment and require a deposit before we install service. Rochester Telephone Company shall not discriminate in the application of its local risk assessment and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation or marital status. Any risk assessments conducted by either Rochester Telephone Company or its third party credit bureau will be done in conformance with the requirements of all applicable state or federal laws.

We provide Service to you on a month-to-month basis, unless you have otherwise agreed. Charges for Service start within 2 hours after Service is installed. The charges for one month's Service, any deposits, and any installation or equipment lease fees are payable when Service is installed. After that, we will bill you each month in advance for Service (except for pay-per-view movies or events, which are sometimes billed after they are provided to you).

The bills you receive will show the total amount due and the payment due date. You agree to pay us monthly, in full, by the payment due date for that Service and for any other charges due us, including any administrative late fee(s) and related fees, charges and assessments due to late payments or nonpayments, and any returned check fees, plus other separate and additional charges as described below.

If we do not receive your payment by the due date stated on the bill, you may be charged such fees, charges and assessments, plus the other separate and additional charges.

The administrative fee(s), charges and assessments related to late payment and nonpayment are intended to be reasonable advance ESTIMATES OF COSTS RESULTING FROM LATE PAYMENTS OR NONPAYMENTS OF OUR CUSTOMER. We will tell you the amount of these fees and other separate or additional charges at or before the time you subscribe to and receive our Services, prior to the time we implement or assess new ones, and in our annual mailings to you thereafter. You may avoid these fees and other separate or additional charges relating to late payment and nonpayment by making sure that your payment is received by the due date on the bill, you agree to voluntarily pay these fees and any other separate and additional charges, fees, and assessments as a condition of receiving our Services.

We do not anticipate that you will make partial payments or pay your bill late, and the administrative late fee (s) and other related charges, fees, and assessments related to late payment and non payment are set in advance because it would be difficult to know in advance: (a) whether or not you will pay your bill on time, (b) if you do pay late, when you will actually pay your bill, if ever, and (c) what costs we will incur because of your late payment or nonpayment. We do not extend credit to our customers and the administrative fee(s), related fees, charges and assessments are not interest, a credit service charge or a finance charge. Our late fee practices may be revised to comply with applicable law.

Charges for your Service may be billed to you together with other Services that you receive from our affiliated companies or us. Payment of any such bill for multiple Services is due in full on the indicated payment due date. Any failure to pay such bill in its entirety after the due date may result in administrative or late fees and/or disconnection of Service with respect to any or all of the Services billed. Any partial payment of a bill will be allocated by us amount and between such Services and amount charged at our discretion, subject only to applicable law.

If you change the Services you receive, we may charge you a change of service fee such as upgrade or downgrade charge. If you have any questions, please ask the representative you talk to when requesting a change in Service. A listing is also provided to our customers annually in a mailing or bill stuffer.

~~You may pay your bill by mailing payment to the address specified on your bill. We do not assume the risk of undelivered mail. Payment shall be deemed made on the business day received by us, except that, if payment is received on a day that is not a business day, it shall be deemed received on the next business day. If we have an office that we have designated as a payment center in your area, you may deliver your payment to the payment center, and it will be deemed received when delivered or, if not on a regular business day, on the next such day. If our representative collects payment from you at your home, there may be an additional charge for that service.~~

You agree to pay all taxes, franchise fees, and other charges, if any, which are not or in the future may be assessed because you receive our Service.

If there are any billing errors or other requests for credit, you must bring those to our attention within six (6) months of the time you receive the bill for which you are seeking correction, unless applicable law provides for a longer period, which cannot be waived or otherwise modified. Payments received from you will be deemed to be paid voluntarily.

3. COMPANY CHANGES IN SERVICES AND CHARGES

Subject to applicable law, we have the right to change our Service and Equipment and our prices or fees, at any time. We also may rearrange, delete, add to or otherwise change the Service provided on our Basic Service or other levels of Service. If the change affects you, we will provide you notice of the change and it's Effective Date. The notice may be provided on your monthly bill, as a bill insert, in a newspaper or by other reasonable METHOD OF COMMUNICATION. If you find the change unacceptable, you have the right to cancel your Service. However, if you continue to receive Service after the Effective Date of the change, we will consider this your acceptance of the change. Please take the time to read the monthly messages and to review your bill carefully to make sure your name and address are correct. You will generally be billed at the same time each month.

After notice to you of a retiring of our Services or a price increase, you may obtain changes in service tiers at no additional charge. Otherwise, changes by you of the Services you receive may result in upgrade, downgrade or change of service charges. Please refer to the Products and Services Price List we have supplied to you for details or call us at the number on your monthly bill if you have questions. A list of charges is also provided to our customers annually in a mailing or bill stuffer.

4. TERMINATION OF SERVICE

You may not assign or transfer the service without our written consent.

The provisions of these Policies and Practices, including the dispute resolution process (Section 10) shall survive termination, amendment or expiration of your relationship with the Company, your receipt of Services, or any other relationship between us.

- a. **Voluntary Termination.** Unless you have otherwise agreed (such as where you have agreed in advance to receive Service over a specified period of time), you have the right to cancel your Service for any reason at any time by giving us notice. We will refund any balance due to you approximately thirty (30) days of the later of (i) your notice to us of the discontinuance of Service or (ii) the return of any Equipment you may have.
- b. **Involuntary Termination/Effect on other Rochester Telephone Company Services.** Subject to applicable law, if you fail to pay your bill when it is due or fail to comply with any provision contained in these Policies and Practices, we have the right to terminate your Service or any other Service included within your bill. We may also, without limitation, require you to pay all past due charges, an installation charge, a deposit and a minimum of one month's advance charges before we reconnect your Service. Further, if you do not reconnect, any rental equipment must be returned to us. A handling fee may be charged for returned checks.

In either termination event, you will be charged an early termination fee if service is removed within 6 months of activation date. If you have a payment credit for any reason (including, without limitation, an unreturned security deposit or prepayment) at the time of your termination of service, such payment credit will be set off against any amount, which you owe us before its remittance to you.

5. EQUIPMENT

Except for the Inside Wiring, which we consider your property regardless of who installed it, the Equipment installed by us or provided to you by us belongs to us or other third parties, unless you have purchased it. We may, at our option, supply new or reconditioned Equipment to you.

You must have our prior written consent to sell or give away our Equipment, and our Equipment may only be used in your home.

If you cease to be our customer, you are responsible for returning our Equipment to our designee or us. If you move, do not leave our Equipment in your vacant home or with anyone else. Our Equipment must be returned to us or one of our representatives in working order, normal wear and tear excepted, or you will be charged the amount set for the in the current Products and Services Price List, or the revised amount of which you have subsequently been given notice, or if no amount has been specified for the particular model of Equipment involved, our replacement costs for such unreturned Equipment.

You are responsible for preventing the loss of or damage to our Equipment within your home. We suggest that our Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for repair, replacement and other costs, damages, fees and charges if you do not return our Equipment to us in an undamaged condition.

If you have us repair or maintain the Inside Wiring, we will charge you additionally, either by the hour or flat fee, for that service. We are not responsible for problems with the operation of equipment you own (such as VCR's, home antennas, phones, computers or cable-compatible equipment) not owned by us, even if it is attached to the cable or Equipment.

None of the Equipment supplied by us outside your home or property in connection with the installation of the Equipment and service shall be deemed fixtures, or in any way part of your real property, unless you purchase our services to the extent permitted by applicable law when Service ends. We may remove the Equipment supplied by us, at our option, at any time during or following the termination of your Service, and you agree to allow us access to your home for such purposes.

We consider Inside Wiring to be your property, regardless of who may have installed it. Unless otherwise agreed upon by Company and you in writing, you will continue to be responsible for the repair and maintenance of the Inside Wire. You may install Inside Wiring, such as additional cable wiring and outlets. Regardless of who does the work, the internal wiring within your home must not interfere with the normal operations of you local cable system. Inside Wire maintenance may not be your responsibility if you rent your home. Contact you landlord or building manager to determine responsibility.

6. ACCESS TO CUSTOMERS' HOMES

You authorize us or our designees to enter into your home, in your or your representative's presence, or upon your property during normal business hours or by appointment, to install, inspect, maintain, replace, remove or otherwise deal with the Service and Equipment supplied by us. This authorization includes allowing us or such designee to be on your property outside your home at reasonable times even if you are not at home. You authorize our designee us or to make connections and perform other tasks that are necessary or desirable to enable us to provide Service to you or others, including connecting and making necessary attachments to your Inside Wiring. If you are not the owner of your home, you are responsible of obtaining any necessary approval from the owner to allow us into your home to perform the functions specified above. In additions, you agree to supply our designee, or us if we ask you to, with: (a) the owner's name, address and phone number; (b) proof that you may give us access on the owner's behalf or (c) consent from the owner of the home. You can be assured that our employees or designees are easily identified by their I.D. badges and our vehicles are clearly marked so they're easy to spot.

7. USE OF UNAUTHORIZED SERVICE AND EQUIPMENT

We provide Service to you for your use and enjoyment. You agree that the programming provided over the cable system will not be viewed in areas open to the public. The programming may not be rebroadcast, transmitted or performed, nor may admission be charged for its viewing without first obtaining written consent, in advance, from us and our programming suppliers(s). This consent may be withheld at the sole discretion of either of us.

You agree not to attach any unauthorized device to our Equipment. If you make any unauthorized connection or modification to the Equipment of any other part of the services system, you will be in breach of these Policies and Practices, and we may terminate your Service and recover such damages as may arise as a result of your breach.

Much of the Equipment necessary to receive our Services is available both from us and others. Regardless of whether you purchase such Equipment of lease such Equipment from us, you are responsible for assuring that such Equipment does not interfere with the normal operations of our local services and communications systems and devices. For example, you agree not to install anything to intercept or receive or to assist in interception or receiving, or which is capable of interception or receiving any Service offered over our cable system, unless specifically authorized to do so by us. You are responsible to pay for all Services received or otherwise provided to your household. You also agree that you will not attach anything to the Inside Wire or Equipment, whether installed by you or us, which singly or together results in a degradation of our cable system's signal quality or strength. You may not attach any device or equipment to your Inside Wiring in a way that impairs the integrity of our systems. Services or signals provided by us which are carried on or transmitted through the Inside Wire or Equipment provided by us may not be commingled with signals or services provided by others.

We can recover damages from you as provided by applicable law for tampering with any of our Equipment or any other part of our cable system or for receiving unauthorized service.

You must return our Equipment when you are no longer a customer. In the future, you may also choose to buy Equipment from an independent store. However, analog converters with descrambling capabilities should only be obtained from us. In fact, should you see advertisement for cable converters that have descramblers in them (so-called "pirate boxes" or "black boxes"), you should understand that these devices may be illegal to sell or use, unless authorized by us. Because of the need to protect our scrambled Service, we will not authorize the use of any analog converter/descrambler purchased at a retail store must be authorized by us through the use of a special security device. People who use illegal converters/descramblers may be stealing cable service. This practice may unfairly result in increased price to our honest customers.

8. LIMITED 30-DAY WARRANTY AND LIMITATION OF LIABILITY

EXCEPT AS EXPLICITLY SET FORTH IN THE TERMS AND CONDITIONS OF SPECIFIC SERVICES WE PROVIDE TO YOU, WE WARRANT FOR A PERIOD OF 30 DAYS FROM THE DATE OF OUR INSTALLATION OR REPAIR AT YOUR HOME THAT OUR SERVICE AND THE EQUIPMENT WE HAVE INSTALLED OR REPAIRED WILL MEET ACCEPTED INDUSTRY STANDARDS AND BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP. IF YOU REPORT ANY FAILURE TO CONFORM TO THIS WARRANTY TO US WITHIN THAT 30-DAY PERIOD, WE WILL REPERFORM THE NONCONFORMING SERVICES AND REPAIR OR REPLACE THE NONCONFORMING EQUIPMENT, SUCH REPERFORMANCE OF WORK OR REPAIR OR REPLACEMENT OF NONCONFORMING EQUIPMENT SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR SOLE REMEDY UNDER THIS WARRANTY, WHETHER CLAIMS OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE).

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. WE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM ANY AND ALL WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT AS EXPRESSLY REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM OUR OBLIGATIONS, INCLUDING INTERRUPTIONS IN SERVICE, IF SUCH DELAY OR NONPERFORMANCE ARISES IN CONNECTION WITH ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, STRIKES OR OTHER LABOR DISPUTES, UNUSUALLY SEVERE WEATHER, ACTS OF ANY GOVERNMENTAL BODY, OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS.

IN NO EVENT SHALL WE OR OUR EMPLOYEES OR AGENTS HAVE ANY LIABILITY FOR PUNITIVE, TREBLE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR PROVISION OF OR FAILURE TO PROVIDE ANY EQUIPMENT OR SERVICES TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICE, LABOR, MATERIALS, WORK OR EQUIPMENT FURNISHED TO YOU, OR FROM OUR BILLING, ADVERTISING OR OTHER PRACTICES WHICH ARE IN ANY WAY RELATED TO OUR OFFERING OR PROVISION OF SERVICES OR EQUIPMENT TO YOU. SUCH LIMITATION OF LIABILITY APPLIES IN ALL CIRCUMSTANCES, REGARDLESS OF WHETHER SUCH DAMAGES MAY BE AVAILABLE UNDER APPLICABLE LAW, AND THE PARTIES HEREBY WAIVE THEIR RIGHTS, IF ANY, TO RECOVER ANY SUCH DAMAGES.

YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UNLESS APPLICABLE LAW PROVIDES THAT CERTAIN REMEDIES, DAMAGES AND/OR WARRANTIES CANNOT BE WAIVED, LIMITED OR OTHERWISE MODIFIED. IF CERTAIN REMEDIES, DAMAGES AND/OR WARRANTIES CANNOT BE WAIVED, LIMITED OR OTHERWISE MODIFIED, THE LIABILITY OF THE COMPANY AND ITS AFFILIATES IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. CUSTOMER COMPLAINT PROCEDURES

If you have any complaint regarding the Service, including billing service and quality of the services we deliver, you should contact us at the telephone number on your monthly bill or in writing to inform us. We also maintain a local business office that is open weekdays, except holidays, for customer visits. We will promptly try to resolve the problem. If you are dissatisfied with our resolution of the complaint, you may notify the responsible official for your community (please refer to your cable bill for the agency's name and address).

We maintain a toll-free telephone access line that will be available to you 24 hours a day, seven days a week, every day of the year. When you call about a service problem during regular business hours, a customer service representative (CSR) will attempt to determine the nature of the problem. If possible, the CSR will help you resolve the problem over the telephone. If the problem cannot be resolved during the call, the CSR will schedule a service technician to visit your home. If your workload permits, the service technician will be dispatched the same day. Our CSRs and service technicians are well trained and have authority to attempt to resolve a customer's problem, including replacement of any non-operating equipment, in order to provide quality service.

We offer an "appointment window" for installation, service, calls, or other installation activities that is either a specific time, or at a maximum, a four-hour time block during normal business hours. We commit to a policy to not cancel our appointment with you after the close of business in the business day prior to a scheduled appointment. If we are running late for an appointment, we will attempt to contact you and will, as necessary, attempt to reschedule to a time that is convenient for you.

Emergencies that affect services, such as fallen utility poles, violent storms or very cold weather, may interfere with Quality of Services. We are committed to have one of our crews promptly correct outages or other service-related problems occurring as a result of an emergency situation. We pledge a prompt response at any time if a large area of the system is experiencing technical difficulties.

We will maintain complaint records for at least a one-year-period. In addition, those records will be available for inspection by the franchise authority or the FCC.

We urge you to call us at the phone number printed on your bill any time you have questions or concerns about your Service, including DCR hookup questions or problems.

If you are unsatisfied with your handling of your complaint, you may contact the local franchising authority. The address of the responsible officer for your franchising authority is noted in section 15.

10. MANDATORY AND BINDING ARBITRATION

IF WE ARE UNABLE TO RESOLVE INFORMALLY ANY CLAIM OR DISPUTE RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE SERVICES PROVIDED, WE HAVE AGREED TO BINDING ARBITRATION EXCEPT AS PROVIDED BELOW. YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH ARE SUBJECT TO PARAGRAPH 3, RATES AND CHARGES, ABOVE); OR YOU WAIVE THE RIGHT TO PURSUE A CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED UNLESS YOUR STATES LAWS PROVIDE OTHERWISE.

As the first step in the arbitration process, you may select an arbitration organization from the choices below to preside over your dispute with the Company:

- a) American Arbitration Association ("AAA")
335 Madison Ave., Floor 10
New York, NY 10017-4605
1-800-778-7879
www.adr.org

AAA will apply the Supplementary Procedures for Consumer-Related Disputes and the Consumer Dispute Resolution Procedures in arbitrating claims between you and the Company.

- b) Judicial Arbitration & Mediation Service ("JAMS")
1920 Main Street, Suite 300
Irvine, CA 92614
(949) 224-1810
www.jamsadr.com

JAMS will arbitrate your dispute with the Company under either the Streamlined Arbitration Rules & Procedures or the Comprehensive Arbitration Rules & Procedures, depending on the amount of the claim in dispute.

- c) National Arbitration Forum ("NAF")
P.O. Box 50191
Minneapolis, MN 55405-0191
1-800-474-2371
www.arbitration-forum.com

NAF will resolve all disputes brought before it using the NAF Code of Procedures.

The arbitration will take place at a location, convenient to you, in the area where you receive service from us. The Company will pay for all reasonable arbitration filing fees and arbitrator's costs and expenses, except that YOU ARE RESPONSIBLE FOR ALL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, YOUR EXPERT WITNESSES OR ATTORNEYS. We have agreed that a single arbitrator will resolve the dispute. Moreover, participating in arbitration may result in limited discovery.

WE HAVE AGREED THAT THE FOLLOWING WILL NOT BE SUBJECT TO ARBITRATION: (1) ANY CLAIM FILED BY THE COMPANY TO COLLECT OUTSTANDING BALANCES FOR UNPAID SERVICE OR THE THEFT OF ANY SERVICE OR EQUIPMENT; (2) ANY DISPUTE OVER VALIDITY OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR OUR LICENSES TO OPERATE OUR BUSINESS; AND (3) ANY DISPUTE INVOLVING VIOLATIONS OF 47 U.S.C. § 551 (WHICH RELATES TO PROTECTION OF SUBSCRIBER PRIVACY), OR 18 U.S.C. §§ 2510-2521 (WHICH RELATES TO UNLAWFUL INTERCEPTION OF COMMUNICATIONS).

11. NOTICE

Except as provided in paragraph 3 above or otherwise permitted by law, if we send you notice, it will be considered given when deposited in the U.S. mail, addressed to you at your last-known address or hand delivered to you or to your home. We may provide electronic or telephone notice to you, which shall be deemed given when left with you. If you give notice to us, it will be deemed given when received by us.

12. CHANGES TO POLICIES AND PRACTICES

These Policies and Practices are subject to amendment, modification or termination if required by law or regulation. We will notify you of changes to these Policies and Practices. Any changes proposed by you will only be effective when accepted in writing by one of our senior officers, within their sole discretion.

13. ENFORCEABILITY AND SURVIVAL

If any portion of these Policies and Practices is determined to be illegal or unenforceable, then the remainder of such Policies and Practices shall be given full force and effect. The provisions of these Policies and Practices shall survive termination, amendment or expiration of the Agreement.

14. PRODUCTS AND SERVICES PRICE LIST

Please note that our Products and Services Price List changes from time to time. The current version of our Products and Services Price List was provided to our existing customer earlier this year and is available from us under separate cover.

15. IMPORTANT INFORMATION

SERVICE AREA

Rochester, IN

Akron, IN

PHONE NUMBERS

574-223-2191

574-598-2782

OFFICE HOURS

Rochester M-F 8am – 5pm

Akron M,W,F 8am – 5pm

MAILING/OFFICE ADDRESS

117 W 8th St

PO Box 507

Rochester, IN 46975

Rochester Telephone Company has and continues to comply with the Indiana Code noted below:

Authority: IC 8-1-1-3; IC 8-1-2.6-13

Affected: IC 8-1-2-4

Sec. 18. (a) Each ETC shall do the following:

(1) Make reasonable provisions to meet emergencies resulting from commercial electrical failure and sudden, prolonged increases in traffic due to extraordinary circumstances.

(2) Instruct employees on procedures to be followed in the event of such emergencies in order to prevent or mitigate interruption or impairment of supported services.

(b) All existing switching offices or functional equivalent shall maintain the following:

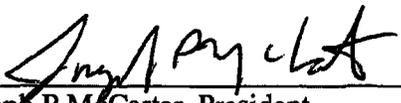
(1) Switching offices or equivalent with installed emergency power generating equipment will have a minimum of three (3) hours battery capacity.

(2) Switching offices or equivalent without installed emergency power generating equipment shall have a minimum battery capacity of five (5) hours. Facilities needed to connect a portable generator shall also be readily available.

(Indiana Utility Regulatory Commission; 170 IAC 7-1.2-18; filed Aug 7, 2002, 10:09 a.m.: 25 IR 4065, eff one hundred eighty

(180) days after filing with the secretary of state or January 1, 2003, whichever is later; readopted filed Oct 2, 2009, 11:05 a.m.:

20091028-IR-170090573RFA; filed Oct 8, 2010, 10:35 a.m.: 20101103-IR-170090478FRA)



Joseph P. McCarter, President

Dated 10/11/2013

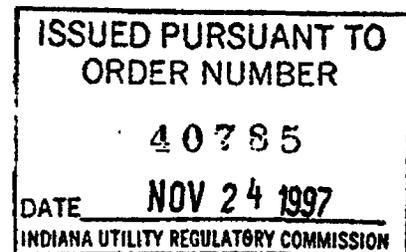
Rochester Telephone Company, Inc.

I.U.R.C. Tariff No. 1
Section VII
Original Sheet No. 9

LOW INCOME PROGRAMS

CONCURRENCE

Pursuant to the provisions contained in Cause Nos. 40785 and 41052, the Company hereby adopts and concurs in I.U.R.C. Tariff No. T-7, Part I, Section 3 for Low Income Programs.



Effective: January 1, 1998

Officer: Alan B. Terrell
Title: President

2.0 LOW-INCOME PROGRAMS¹

2.1 Description

The Low-Income Program is a federal program, that reimburses eligible telecommunications carriers (ETCs) for reducing their monthly service charges for voice telephony service as defined in 47 C.F.R. 54.101 to eligible low-income customers. The Company participates in this assistance program to increase the availability of telecommunications services to all consumers in its serving areas.

The Low-Income Program was approved pursuant to the Commission's Order of November 5, 1997, in Cause No. 40785. Pursuant to that Order, any telecommunications carriers desiring to be declared an Eligible Telecommunications Carrier ("ETC") for the purpose of receiving interstate Universal Service Funds may file a concurrence in I.U.R.C. T-7, Lifeline tariff, or may file a stand-alone tariff for such low-income programs (Cause No. 40785, Page 10). The structure of the program is outlined in the following paragraphs.

2.2 Definitions

The following terms shall be defined as follows:

Qualifying low-income subscriber – a subscriber who meets the low-income eligibility criteria established by the Indiana Utility Regulatory Commission:

Participation in at least one of the following federal programs:

- a. Medicaid; Supplemental Nutritional Assistance Program (SNAP) also known (T) as food stamps; Supplemental Security Income (SSI); federal public housing assistance or Section 8 (a Federal Housing Assistance Program administered by the Department of Urban Development); Low-Income Home Energy Assistance Program (LIHEAP); Temporary Assistance for Needy Families (TANF); or the National School Lunch's free lunch program (NSL).
- b. Annual Household Income is at or below 135% of the Federal Poverty Guidelines.

Toll blocking – a service provided by carriers that lets consumers elect not to allow the completion of outgoing toll calls from their telecommunications channel.

Toll control – a service provided by carriers that allows consumers to specify a certain amount of toll usage that may be incurred on their telecommunications channel per month or per billing cycle.

Toll limitation – denotes both toll blocking and toll control.

¹Material on this sheet formerly appeared on the Preface Sheet and Part I, Section 3, 2nd Revised Sheet 1.

INDIANA UTILITY
REGULATORY COMMISSION

TARIFF I.U.R.C. NO. T-7
PART I
Section II
4th Revised Sheet 2

2.0 LOW-INCOME PROGRAMS (Continued)²

2.3 Lifeline Assistance

a. Description

Lifeline Assistance reduces an eligible Customer's monthly rate for voice telephony service. (T)

b. Regulations

1. Lifeline Assistance is available to all residential customers who meet the following eligibility requirements:
 - i. Customers must be participants in at least one of the following programs:
Medicaid, Supplemental Nutritional Assistance Program (T) (SNAP), Supplemental Security Income (SSI), federal public housing assistance or Section 8 (a Federal Housing Assistance Program administered by the Department of Urban Development), Low Income Home Energy Assistance Program (LIHEAP), Temporary Assistance for Needy Families (TANF), or the National School Lunch's free lunch program (NSL).
 - ii. Annual Household Income is at or below 135% of the Federal Poverty Guidelines.
2. As a participant in Lifeline Assistance, customers are eligible to receive Toll Blocking Service or Toll Control Service, as described in their Indiana Serving Tariff, at no charge. These services will only be provided at the customer's request.
3. Local service deposit requirements will be waived for customers who voluntarily receive Toll Blocking Service or Toll Control Service.
4. Participants in Lifeline Assistance shall not be disconnected from Local service for non-payment of toll charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges.
5. Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges.

²Material on this sheet formerly appeared on Part I, Section 3, 2nd Revised Sheet 2.

INDIANA UTILITY
REGULATORY COMMISSION

TARIFF I.U.R.C. NO. T-7
PART I
Section II
4th Revised Sheet 3

2.0 LOW-INCOME PROGRAMS (Continued)³

2.3 Lifeline Assistance (Continued)

b.Credits

The following credits will apply for each customer eligible for Lifeline Assistance:

	<u>Monthly Credit</u>	
Federal Credit	\$9.25	(C)

2.4 Link-Up Assistance (Lifeline Connection Assistance)^{*}

(D)

*The requirement to for ETCs to offer Link-Up assistance (discounted service connection charges) was eliminated by the Federal Communications Commission pursuant to the Lifeline Reform and Modernization Order, Released February 6, 2012.

³ Material on this sheet formerly appeared on Part I, Section 3, 1st Revised Sheet 3.

EFFECTIVE: August 1, 2012
FCC Docket No. WC 11-42

Rochester Telephone Company, Inc.

Consolidated Balance Sheets December 31, 2012

Assets	Rochester Telephone Company Inc
Current Assets	
Cash and cash equivalents	\$ 196,347
Telecommunications and other accounts receivable	578,390
Income tax refunds	256,913
Deferred taxes	88,237
Interest receivable	22,558
Materials and supplies	357,204
Other current assets	25,780
Total current assets	<u>1,525,429</u>
Noncurrent Assets	
Accounts Receivable - RTC Communications Corp.	5,351,477
Marketable securities - At fair value	2,587,875
Investments - At cost	
State and municipal obligations	1,736,952
Investment -S&R Communications	
Investment - IFN	200,000
Investment - RTC Com. Corp.	10
Total noncurrent assets	<u>9,876,314</u>
Telecommunications Plant	
Telecommunications plant in service	35,541,053
Telecommunications plant under construction	5,414
Less - Accumulated depreciation	23,252,280
Net telecommunications plant	<u>12,294,187</u>
Total Assets	<u>\$ 23,695,930</u>

Rochester Telephone Company, Inc.

Consolidated Balance Sheets December 31, 2012

Liabilities and Shareholders' Equity	Rochester Telephone Company Inc
Current Liabilities	
Account payable	\$ 370,174
Notes payable	3,913,460
Deferred compensation	69,706
Other accrued taxes	171,629
Other current liabilities	<u>257,855</u>
<hr/>	
Total current liabilities	<u>4,782,824</u>
 Other Liabilities and Deferred Credits	
Accounts payable - RTC Communications Corp.	
Deferred income taxes	1,565,872
Deferred compensation	69,706
Accrued pension	113,490
Accrued postretirement benefits	<u>1,482,978</u>
Total other liabilities and deferred credits	<u>3,232,046</u>
 Shareholders' Equity	
Common stock, no par value	993,697
Retained earnings	14,636,407
Accumulated other comprehensive income	<u>50,956</u>
Shareholders' equity	<u>15,681,060</u>
Total Liabilities and Shareholders' Equity	<u>\$ 23,695,930</u>

Rochester Telephone Company, Inc.

Consolidated Statements of Income

December 31, 2012

	<u>Rochester Telephone Company Inc</u>
Operating Revenues	
Local service	\$ 1,252,127
Network access	5,665,470
Long distance revenues	
Internet revenue	
CATV revenue	
Other	<u>892,922</u>
<hr/>	
Total operating revenues	<u>7,810,519</u>
Operating Expenses	
Cost of providing services:	
Telephone	2,952,121
Internet	
CATV	
Other	221,127
Corporate operations	1,113,653
Depreciation and amortization	<u>1,791,086</u>
<hr/>	
Total operating expenses	<u>6,077,987</u>
Operating income (loss)	<u>1,732,532</u>
Other income(expense)	
Investment income	102,338
Gain on sale of investments	121,090
Non-operating expense	(58,593)
Interest expense	<u>(106,495)</u>
<hr/>	
Other income (expense), net	<u>58,340</u>
Income (loss) before income taxes	1,790,872
Income taxes	<u>653,992</u>
Net income (loss)	<u><u>\$ 1,136,880</u></u>

Rochester Telephone Company, Inc.

Consolidated Statements of Cash Flows December 31, 2012

	Rochester Telephone Company Inc
Operating Activities	
Net income (loss)	\$ 1,136,880
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	1,791,086
Deferred income taxes	(266,924)
Deferred compensation and employee benefits	81,828
Gain on sale of investments	(121,090)
Changes in operating assets and liabilities:	
Accounts receivable	(99,836)
Inventories and other current assets	157,426
Accounts payable	(141,432)
Other current liabilities	(4,794)
Net Cash Provided by (Used in) Operating Activities	<u>2,533,144</u>
Investing Activities	
Purchase of property, net	(493,777)
Purchase of temporary cash investments and marketable securities	(2,741,216)
Payments to RTC Communications Corp.	(443,053)
Investment in non affiliated entity	
Maturity of temporary cash investments and sales of marketable securities	1,782,825
Net Cash Used in Investing Activities	<u>(1,895,221)</u>
Financing Activities	
Repayment of notes payable	(500,314)
Payment from Rochester Telephone Corp.	
Payment of dividends	(787,814)
Purchase of company's stock	(244,769)
Net Cash Provided by (Used in) Financing Activities	<u>(1,532,897)</u>
Increase (Decrease) in Cash and Cash Equivalents	(894,974)
Cash and Cash Equivalents at Beginning of Year	<u>1,091,321</u>
Cash and Cash Equivalents at End of Year	<u>\$ 196,347</u>

Rochester Telephone Company, Inc.

Consolidated Balance Sheets December 31, 2011

Assets	Rochester Telephone Company Inc
Current Assets	
Cash and cash equivalents	\$ 1,091,321
Investments - at cost	60,011
Telecommunications and other accounts receivable	478,554
Income tax refunds	361,371
Deferred taxes	91,767
Interest receivable	17,292
Materials and supplies	412,755
Other current assets	28,463
Total current assets	2,541,534
Noncurrent Assets	
Accounts Receivable - RTC Communications Corp.	4,908,424
Marketable securities - At fair value	1,731,313
Investments - At cost State and municipal obligations	1,370,740
Investment - S&R Communications	
Investment - IFN	200,000
Investment - RTC Com. Corp.	10
Total noncurrent assets	8,210,487
Telecommunications Plant	
Telecommunications plant in service	35,307,905
Telecommunications plant under construction	59,156
Less - Accumulated depreciation	21,775,565
Net telecommunications plant	13,591,496
Total Assets	\$ 24,343,517

Rochester Telephone Company, Inc.

Consolidated Balance Sheets

December 31, 2011

Liabilities and Shareholders' Equity	Rochester Telephone Company Inc
Current Liabilities	
Account payable	\$ 511,606
Notes payable	4,190,020
Dividends payable	223,754
Deferred compensation	69,706
Other accrued taxes	181,583
Other current liabilities	252,695
	5,429,364
 Total current liabilities	 5,429,364
 Other Liabilities and Deferred Credits	
Accounts payable - RTC Communications Corp.	
Deferred income taxes	1,609,116
Deferred compensation	139,413
Accrued pension	264,570
Accrued postretirement benefits	1,671,394
	3,684,493
 Total other liabilities and deferred credits	 3,684,493
 Shareholders' Equity	
Common stock, no par value	1,010,566
Retained earnings	14,515,241
Accumulated other comprehensive income (loss)	(296,147)
	15,229,660
 Shareholders' equity	 15,229,660
 Total Liabilities and Shareholders' Equity	 \$ 24,343,517

Rochester Telephone Company, Inc.

Consolidated Statements of Income

December 31, 2011

	<u>Rochester Telephone Company Inc</u>
Operating Revenues	
Local service	\$ 1,353,734
Network access	6,123,490
Long distance revenues	
Internet revenue	
CATV revenue	
Other	<u>1,007,574</u>
<hr/>	
Total operating revenues	<u>8,484,798</u>
Operating Expenses	
Cost of providing services:	
Telephone	2,245,259
Internet	
CATV	
Other	197,384
Corporate operations	1,017,910
Depreciation and amortization	<u>2,208,810</u>
<hr/>	
Total operating expenses	<u>5,669,363</u>
Operating income (loss)	<u>2,815,435</u>
Other income(expense)	
Investment income	105,722
Gain on sale of investments	97,761
Non-operating expense	(68,947)
Interest expense	<u>(131,833)</u>
<hr/>	
Other income (expense), net	<u>2,703</u>
Income (loss) before income taxes	2,818,138
Income taxes	<u>1,093,512</u>
Net income (loss)	<u><u>\$ 1,724,626</u></u>

Rochester Telephone Company, Inc.

Consolidated Statements of Cash Flows December 31, 2011

	<u>Rochester Telephone Company Inc</u>
Operating Activities	
Net income (loss)	\$ 1,724,626
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	2,208,810
Deferred income taxes	230,428
Deferred compensation and employee benefits	(647,354)
Gain on sale of investments	(97,761)
Changes in operating assets and liabilities:	
Accounts receivable	68,148
Inventories and other current assets	124,516
Accounts payable	108,602
Other current liabilities	100,637
	<hr/>
Net Cash Provided by Operating Activities	3,820,652
Investing Activities	
Purchase of property, net	(1,102,080)
Purchase of temporary cash investments and marketable securities	(2,142,240)
Payments to RTC Communications Corp.	(388,377)
Investment in non affiliated entity	
Maturity of temporary cash investments and sales of marketable securities	3,377,955
	<hr/>
Net Cash Used in Investing Activities	(254,742)
Financing Activities	
Proceeds from debt issuance	200,000
Repayment of notes payable	(422,060)
Payment from Rochester Telephone Corp.	
Payment of dividends	(1,002,454)
Purchase of company's stock	(1,637,013)
	<hr/>
Net Cash Provided by (Used in) Financing Activities	(2,861,527)
Increase in Cash and Cash Equivalents	704,383
Cash and Cash Equivalents at Beginning of Year	386,938
	<hr/>
Cash and Cash Equivalents at End of Year	<u>\$ 1,091,321</u>



March 5, 2013

To the Board of Directors
Rochester Telephone Company, Inc.

We have audited the financial statements of Rochester Telephone Company, Inc. for the year ended December 31, 2012, and have issued our report thereon dated February 18, 2013. Professional standards require that we provide you with information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated February 2, 2013. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Rochester Telephone Company, Inc. are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2012. We noted no transactions entered into by the Company during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. These estimates are disclosed in Note 1 to the financial statements. The most sensitive estimates affecting the financial statements were:

Rochester Telephone Company, Inc.
Page 2

Management's estimate of depreciation expenses was based on straight-line rates which are intended to allocate the cost of depreciable plant equally over its estimated service life. We evaluated the key factors and assumptions used to develop the depreciation expenses in determining that they are reasonable in relation to the financial statements taken as a whole. Management's estimate of future revenue adjustments upon settlement of revenue pools administered by the National Exchange Carrier Association (NECA) used to determine 2012 revenues. Management provided updated information at year end to the cost company and received an updated NECA revenue projection for 2012. We evaluated the information received from the cost company and determined that the revenue recorded from NECA was reasonable compared to the cost company's most recent estimates.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The following material misstatements detected as a result of audit procedures were corrected by management.

Material adjustments were made due to the timing of the audit and the subsequent receipt of the information that was required to make the entry. Additional material adjustments were made for income tax expense, and accounts receivable.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Rochester Telephone Company, Inc.
Page 3

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 18, 2013.

Management Consultations with Other Independent Accountants

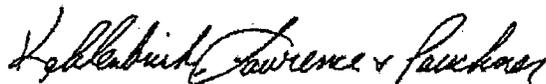
In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Company's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Company's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Directors and management of Rochester Telephone Company, Inc. and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,



Kehlenbrink, Lawrence & Pauckner