

**Presque Isle Electric & Gas Co-op d/b/a PIE&G Connect**

Regulations and Schedule of Intrastate Charges  
Applying to Local End-User Telecommunications Service  
Within the State of Michigan

Issued: July 15, 2022  
By: Thomas Sobeck, President and Chief Executive Officer  
Presque Isle Electric & Gas Co-op d/b/a PIE&G Connect  
3149 Main Street, Onaway, MI 49765  
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Issued under authority of the Michigan Public Service Commission  
in an Order dated March 4, 2021, in Case No. U-20981.

Effective: July 16, 2022

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**CHECK SHEET**

The pages of this tariff, as listed below, are effective as of the date shown. Sheets with the effective date blank are effective as of 07/15/2022 the original effective date of this tariff. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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**EXPLANATION OF SYMBOLS, REFERENCE  
MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- N To signify new rate or regulation.
- R To signify reduced rate.
- T To signify change in text

**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Presque Isle Electric & Gas Co-op hereinafter referred to as the Company, to customers within the State of Michigan.



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**SECTION 1 - DEFINITIONS**

**Authorized User** - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.

**Available Usage Balance** - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

**Business Service** - A switched network service that provides for dial station communications that is described as a business or commercial rate.

**Business Customer** - A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

**Company** - Used throughout this tariff to refer to Presque Isle Electric & Gas Co-op d/b/a PIE&G Connect, unless otherwise clearly indicated by the context.

**Debit Account** - An account which consists of a pre-paid usage balance depleted on a real time basis during each Debit Service Call.



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**SECTION 1 - DEFINITIONS, CONT'D.**

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Holidays** - Holidays observed by the Company as specified in this tariff.

**LATA** - Means the local access and transport area as defined in *United States v American Telephone and Telegraph Co., 569 F.Supp. 990 (D.D.C. 1983)*.

**Personal Account Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

**Renewal** - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

**Residential Customer** - A Residential Customer is a person to whom telecommunications services are furnished by the Company predominantly for personal or domestic purposes at the person's dwelling.

**Seasonal Service** - Residential may request a seasonal disconnect for a maximum of six months per calendar year. 911 service is available during the period.

**Switched Access** - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.



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**SECTION 2 - REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of an access line and usage within a local calling area for the transmission of high quality, 2-way interactive switched voice or data communications between points within the State of Michigan.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

**2.1.2 Shortage of Equipment or Facilities**

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.3 Terms and Conditions**

- (A) Business Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Business Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Business Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.3 Terms and Conditions, Cont'd.**

- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Michigan regardless of its choice of laws provision.
- (F) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Liability of the Company**

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
  
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the Company's employees.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Liability of the Company, Cont'd.**

- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) Explosive Atmosphere. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Liability of the Company, Cont'd.**

- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.5 Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

The Company will perform adequate scheduling so as to provide service to a customer at a mutually agreed upon time. On a monthly basis, 90% of the commitments to customers with respect to the date of installation of primary basic local exchange service shall be met. The Company will take corrective action if the rate of met commitments falls below 90% for 3 consecutive months. Customer-caused delay or customer-missed appointments will not be figured into the rate of met commitments.

Calls requesting local directory assistance shall be answered within 10 seconds. The Company will take corrective action if its average answer time per month for local directory assistance calls is more than 10 seconds for 3 consecutive months.

The Company will maintain service so that the average monthly rate of initial customer trouble reports in any wire center area is not more than 6 per 100 access lines per month, exclusive of all of the following: (a) Reports concerning interexchange calls. (b) Trouble found in equipment that is not the provider's. (c) Nonregulated customer premises equipment or inside wiring. For the purpose of administering this rule, each party line customer shall be considered to have 1 local access line. Multiple trouble reports that are attributable to a common cause or defect shall not be aggregated. Rather, a separate report shall be counted for each customer line reported in trouble. A provider shall take corrective action if a customer trouble report rate is more than 6 per 100 access lines per month in a wire center area for 3 consecutive months.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.6 Provision of Equipment and Facilities, Cont'd.**

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
  
- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.2 Prohibited Uses**

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require business applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Michigan Public Service Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.3 Obligations of the Customer, Cont'd.**

**2.3.1 General, Cont'd.**

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.3 Obligations of the Customer, Cont'd.**

**2.3.1 General, Cont'd.**

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.3 Obligations of the Customer, Cont'd.**

**2.3.2 Claims**

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.4 Customer Equipment and Channels - Business Customers**

**2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- (A) Terminal equipment on the Business User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Business User. The Business User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The Business Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Business Customer's expense.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.4 Customer Equipment and Channels - Business Customers, Cont'd.**

**2.4.3 Interconnection of Facilities**

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Business Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all User-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined below:

“End User means any customer of an interstate or foreign telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an “end user” when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “end user” if all resale transmissions offered by such reseller originate on the premises of such reseller.”



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.4 Customer Equipment and Channels - Business Customers, Cont'd.**

**2.4.4 Inspections**

- (A) Upon suitable notification to the Business Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Business Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
  
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Business Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Business Customer must take this corrective action and notify the Company of the action taken. If the Business Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements**

**2.5.1 Nondiscriminatory Service**

The Company will not discriminate against nor penalize a customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this tariff in compliance with the following:

- (A) The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a basic local exchange service that is false, misleading, or deceptive.
- (B) The Company will not charge a customer for a subscribed service for which the customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service.
- (C) If a customer cancels a service, the Company will not charge the customer for service provided after the effective date that the service was canceled.
- (D) The Company will not state to a customer that basic local exchange service will be shut off unless the customer pays an amount that is due in whole or in part for an unregulated service.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd**

**2.5.2 Payment for Service**

(A) Facilities and Service Charges

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(B) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

**2.5.3 Billing and Collection of Charges**

(A) The Company shall render a bill during each billing period to every Customer for the upcoming month. The billing period shall be monthly.

(B) Non-recurring charges are due and payable from the customer within 14 days after the invoice date or the 29<sup>th</sup> of the month, whichever one is sooner, unless otherwise agreed to in advance.

(C) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 14 days after the invoice date or the 29<sup>th</sup> of the month, whichever one is sooner. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd**

**2.5.3 Billing and Collection of Charges, Cont'd**

- (D) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (E) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (F) If service is disconnected by the Company in accordance with Section 2.5.6 and later restored, restoration of service will be subject to all applicable restoration and installation charges.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd**

**2.5.3 Billing and Collection of Charges, Cont'd**

(G) The date of rendition of the Company’s bill for basic local exchange service shall be the date of electronic delivery or physical mailing of the bill by the Company. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other day when the offices of the provider regularly used for the receipt of payment of customer bills are not open to the general public, then the final payment date shall be extended through the next business day. The date of payment of remittance by mail is 2 days before receipt of the remittance.

(H) At a minimum, each Residential Customer bill rendered by the Company shall clearly state all of the following information:

- (1) The beginning and ending dates of the billing period.
- (2) The due date.
- (3) Any previous balance.
- (4) The telephone number for which the bill is rendered.
- (5) The total amount due for basic local exchange service and regulated toll service.
- (6) An itemized statement of all taxes due.
- (7) The total amount due.
- (8) The statement that rate schedules for basic local exchange service are available and will be mailed by the provider upon request at no cost to the customer.
- (9) The address and telephone number of the provider, designating where the customer may initiate an inquiry or informal complaint regarding the bill as rendered or the service provided.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd**

**2.5.3 Billing and Collection of Charges, Cont'd**

- (I) Unless otherwise specified by the Customer, if partial payment of a bill is made, then the Company shall first credit the partial payment to basic local exchange service and regulated toll service.
- (J) Not later than 31 days after the completion of an order for new service or a change in existing service that results in a billing change, the Company shall send to the Residential Customer a written itemized statement of the services ordered, including all associated charges.
- (K) A Residential Customer shall have the right, within 1 billing period of receiving a bill for new services or changed services, to cancel, reduce, or modify a service or a portion of a service without further service charge.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.4 Advance Payments**

The Company may require the prepayment of 1 billing period's charges for basic local exchange service as a condition of service. If a Residential Customer's basic local exchange service is subject to usage-sensitive pricing, then the prepayment permitted by this rule shall not be more than the average of charges for similar services purchased in the Residential Customer's exchange during the most recent calendar year for which data are available. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.5 Deposits**

- (A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except as stated in (E) below. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed \$150.00 per access line.
- (B) A deposit may be required in addition to an advance payment.
- (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- (D) Simple interest on deposits will accrue at a rate equal to the rate paid on United States savings bonds, series EE.
- (E) Intentionally Left Blank.
- (F) The Company will not require a cash deposit or other guarantee as a condition of obtaining basic local exchange service, unless the prospective customer refuses to produce identification that can be readily and inexpensively verified or if the prospective customer has a history of payment default within the past 60 months for telecommunication services.
- (G) The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.6 Discontinuance of Service**

**Part I - Business Customers**

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by providing the requisite prior written notice to the Business Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Business Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Business Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Business Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Business Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service to Business Customers without incurring any liability.
- (F) In the event of fraudulent use of the Company's network by Business Customers, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.6 Discontinuance of Service, Cont'd.**

**Part I - Business Customers, Cont'd**

(G) Upon the Company's discontinuance of service to the Customer under Section 2.5.6(A) or 2.5.6(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

**Part II - Residential Customers**

- (A) The Company may shut off basic local exchange service to a Residential Customer for one or more of the following reasons:
  - (a) Nonpayment of an account for basic local exchange service;
  - (b) Intentionally Left Blank.
  - (c) Intentionally Left Blank.
  - (d) Unauthorized tampering or interference with facilities and equipment owned by a provider of basic local exchange service that are situated on or about the Customer's premises.
  - (e) Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement;
  - (f) Misrepresentation of the Customer's identity for the purpose of obtaining basic local exchange service.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.6 Discontinuance of Service, Cont'd.**

**Part II - Residential Customers, Cont'd**

(A) Cont'd

- (g) A violation of a tariff provision of the provider of basic local exchange service that is on file with or approved by the Michigan Public Service Commission that adversely affects the safety of the customer or other persons or the integrity of the providers basic local exchange system;
- (h) Any other unauthorized use or interference with basic local exchange service, including improper use of a party line service by denying other customers on the line an equitable proportionate use of the service.

(B) Notwithstanding any other provision of this tariff, the Company will postpone the shutoff of basic local exchange service and regulated toll service to a Residential Customer for not more than 15 days if the customer produces a physician's certificate stating that the current mental or physical condition of the customer, a member of the customer's family, or another permanent resident of the premises where service is rendered who is suffering from an existing mental illness or medical condition will be endangered by a shutoff of service. The certificate shall identify the mental illness or medical condition of the customer, the member of the customer's family, or other permanent resident of the premises where service is rendered. If the Company is notified telephonically or in writing that a psychiatric or medical emergency exists, then the Company will permit 7 days for the Residential Customer to produce the certificate or notice. The postponement may be extended for 1 additional 15-day period by the renewal and the resubmission of the certificate or notice.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.6 Discontinuance of Service, Cont'd.**

**Part II - Residential Customers, Cont'd**

- (C) Notice of shutoff of basic local exchange service shall contain all of the following information:
  - (a) The name and the billing address of the customer and, to the extent possible, the address of the service, if different;
  - (b) A clear and concise statement of the reason for the proposed shutoff of service;
  - (c) The date after which service will be subject to shutoff without further notice unless the customer takes appropriate action;
  - (d) The right of the customer to file a formal complaint with the commission if the dispute cannot be otherwise resolved and a statement that the customer must pay to the provider of basic local exchange service that portion of the bill for basic local exchange service and regulated toll service that is not in dispute within 3 days of the date that the formal complaint is filed;
  - (e) A statement that service will not be shut off pending the resolution of a formal complaint that is filed and prosecuted in conformity with all applicable statutes, rules, regulations, and orders of the commission; and
  - (f) The telephone number and address of the Company where the customer may make inquiry or enter into a settlement agreement.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.6 Discontinuance of Service, Cont'd.**

**Part II - Residential Customers, Cont'd**

- (D) The Company will not shutoff service unless electronic notice is sent to the customer or personally served not less than 2 days before the date of the proposed shutoff. If a shutoff of service is sought for nonpayment of a delinquent account, then a notice of shutoff will not be sent before the time the account becomes delinquent. The Company is responsible for the accurate and timely notice of shutoff.
- (E) A notice of shutoff of service shall not be issued if a customer has a pending formal complaint before the commission concerning the bill upon which the notice is based.
- (F) Subject to the requirements of these rules, the company may shut off basic local exchange service to a customer on the date specified in the notice of shutoff or within a reasonable time thereafter, but only at times that the Company has personnel available to reconnect service.
- (G) Basic local exchange service shall not be shut off on a day, or a day immediately preceding a day, when the Company's personnel are not available to reconnect service.
- (H) Basic local exchange service shall not be shut off while a complaint related to the reason for the shutoff is pending.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.6 Discontinuance of Service, Cont'd.**

**Part II - Residential Customers, Cont'd**

- (I) After basic local exchange service has been shut off to a Residential Customer, the Company will restore service promptly, but not later than 1 working day after the customer's request, when the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made.
- (J) Any payments required for service restoration may be made by the customer in any reasonable manner. Payment by personal check may be refused by the provider if the customer has tendered payment in this manner and the check has been dishonored during the last 3 years, excluding bank error.
- (K) Before restoring service, the Company at its option may require 1 or more of the following: (a) Payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the provider; (b) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service and regulated toll service; (c) Payment of an amount provided by tariff for basic local exchange service restoration; and/or (d) A security deposit or payment guarantee not to exceed \$150.00 per access line.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.7 Cancellation of Application for Service**

- (A) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, maintenance, taxes, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.7(A) through 2.5.7(C) will be calculated and applied on a case-by-case basis.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.5 Payment Arrangements, Cont'd.**

**2.5.8 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.6 Allowances for Interruptions in Service**

Interruptions in service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement service, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

**2.6.1 Credit for Interruptions**

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins from the time the Customer's service is reported or is found to be out of service. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.6 Allowances for Interruptions in Service, Cont'd.**

**2.6.1 Credit for Interruptions, Cont'd.**

(C) Over 24 Hours. If a Customer's total service is reported or is found to be out of service and remains out of service for more than 24 consecutive hours, then 1 of the following adjustments shall be made to the Customer's bill in the next billing period in which it is practicable to do so:

- (1) If the duration of the outage is less than 5 days of a billing month, then the appropriate credit shall be the prorated amount of the customer's monthly service rate.
- (2) If the duration of the outage is 5 consecutive days or longer, then the appropriate credit is the credit owed pursuant to 2.6.1(C)(1) for the first 4 days of the outage plus an additional \$1.00 per day for the fifth day and each subsequent day of the outage, not to exceed the amount of the customer's monthly service rate.
- (3) A credit adjustment will not be made if the outage is caused by the Customer or if a satisfactory replacement Service is provided to the Customer.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.6 Allowances for Interruptions in Service, Cont'd.**

**2.6.2 Limitations on Allowances**

No credit allowance will be made for:

- (A) interruptions due to the cause of, negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, or joint user;
- (B) interruptions of service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (C) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (D) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (E) interruption of service during a time period in which the Company provides a satisfactory replacement service.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.6 Allowances for Interruptions in Service, Cont'd.**

**2.6.3 Cancellation For Service Interruption**

Cancellation or termination of service by Business Customers due to service interruption is permitted only if any circuit experiences a single continuous outage of 24 hours or more or cumulative service credits equaling 96 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

**2.7 Restoration of Service**

**2.7.1 Business Service Restoration**

When a Business Customer's Basic Local Exchange Service has been shutoff in accordance with this Tariff, Service will be restored only upon the basis of the Business Customer completing a new application for Service and qualifying for Service as if it were a new Business Customer.



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**SECTION 2 B REGULATIONS, CONT'D.**

**2.7 Restoration of Service, Cont'd.**

**2.7.2 Residential Service Restoration**

When a Residential Customer's Basic Local Exchange Service has been shutoff in accordance with this Tariff, the Company will restore Service promptly, but not later than one (1) working day after the Residential Customer's request, after the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made. Before restoring service, the Company reserves the right to require one or more of the following:

- (1) Payment of the total amount due on all of the Customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the Company;
- (2) An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service;
- (3) Payment of the restoration charge and any applicable installation charges pursuant to Section 4.3.4 of this tariff;
- (4) Payment of an advance payment and/or security deposit pursuant to Section 2.5.4 and 2.5.5 of this tariff.

Any payments required for service restoration may be made by the Customer in any reasonable manner, except that payment by personal check may be refused by the Company if the Customer has tendered payment by a check that had been dishonored during the previous 3 years, excluding bank error.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.8 Use of Customer's Service by Others**

**2.8.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

**2.9 Cancellation of Service**

If a Business Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Business Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

The Business Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Business Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Business Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Tariff incurred prior to disconnection, cancellation or termination; minus
- (D) a reasonable allowance for costs avoided by the Company as a direct result of the Business Customer's cancellation.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.10 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

**2.11 Notices and Communications**

- (A) The Customer shall designate on the Service Order an address to which the Company shall deliver all notices and other communications, except that the Customer may also designate a separate electronic address to which the Company's bills for service shall be delivered.
- (B) The Company shall designate on the Service Order an address to which the Customer shall deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall submit payment on that bill.
- (C) All notices or other communications required to be given pursuant to this tariff will be sent electronically or in writing. Notices and other communications of either party, and all bills sent by the Company, shall be presumed to have been delivered to the other party within three business days after it was sent
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.12 Formal and Informal Procedures**

For Residential Customers, informal complaints will be handled by the Company’s customer service department, which will use good faith efforts to informally resolve the dispute. If the Company and the Residential Customer are unable to informally resolve the dispute, the customer may file a formal complaint with the Michigan Public Service Commission.

**2.12.1 Alternative Dispute Resolution**

The following provisions apply if the formal complaint is for \$1,000.00 or less or if the customer elects to pursue an alternative means of dispute resolution.

- (A) The customer shall file a formal written complaint with the Michigan Public Service Commission.
- (B) If the customer and the Company cannot agree on an alternative means of dispute resolution within 20 days, they shall participate in a mediation proceeding conducted by administrative law judge or other person designated by the Commission.
- (C) If mediation is utilized, the mediator will provide a recommended settlement to the parties within 45 days after the written complaint was filed.
- (D) Within 7 days after the date of the recommended settlement, each party shall file with the commission a written acceptance or rejection of the recommended settlement. A party’s failure to file a timely acceptance or rejection shall be deemed to be a rejection of the recommended settlement.
- (E) If the parties accept the recommended settlement, then the recommendation will be adopted by the Commission as a final order.
- (F) If a party rejects the recommended settlement, then the complaint shall proceed to a contested case hearing before the Commission.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.12 Formal and Informal Procedures, Cont'd.**

**2.12.1 Alternative Dispute Resolution, Cont'd.**

(G) If the complaint involves a monetary dispute, the party who rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing, including attorney fees, unless the final order of the commission is more favorable to the rejecting party than the recommended settlement under this section. A final order is considered more favorable if it differs by 10% or more from the recommended settlement in favor of the rejecting party. If both parties reject the recommended settlement, then each party shall be responsible for its own costs and attorney fees.

**2.12.2 Payment of Amount Not In Dispute**

- (A) If a customer files a formal complaint with the Commission, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- (B) The amount that is not in dispute shall be mutually determined by the Company and the Customer.
- (C) If the Company and the Customer are unable to mutually determine the amount that is not in dispute, then the Company may require the Customer to pay up to 50% of the amount that is in dispute.
- (D) If the Customer fails to pay to the Company either the amount that is not in dispute or 50% of the amount that is in dispute, then the Company may shut off service consistent with this tariff.
- (E) If the dispute is ultimately resolved in favor of the Customer, in whole or in part, then any excess moneys paid by the Customer shall be refunded promptly, with simple interest paid at the rate paid on United States Savings Bonds, series EE.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.13 Customer Access to Information**

**2.13.1 Publication of Procedures**

- (A) The Company will have information available on their website for its customers that lists and summarizes the rights and responsibilities of its customers and the Company
- (B) The information will be available to the general public and available in printed form upon customer request at no charge.
- (C) The information shall include all of the following information:
  - (1) Methods for customers to understand and verify the accuracy of billings.
  - (2) Payment standards and procedures.
  - (3) Procedures for shutoff and reconnection of basic local exchange service.
  - (4) Inquiry, service, and complaint procedures.
  - (5) Commission procedures related to customer complaints.
- (D) The information shall be made available by the Company in audio format to customers who have visual impairments at no cost to the customers. The information may be provided through recorded announcements or the physical provision of a recording.

**2.13.2 Public Access To Rules And Rates**

The Company will keep on file, and provide public access to, a copy of the Michigan Public Service Commission’s rules and a schedule of all rates and service charges at all of its offices that are open to the general public. Upon the request of a customer and at no cost to the customer, the Company will provide a customer with 1 copy of the rules and the rate schedules applicable to the customer's usage.



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**SECTION 2 - REGULATIONS, CONT'D.**

**2.13 Customer Access to Information, cont.**

**2.13.3 Telephone Directories and Information**

The Company will publish, or will arrange by agreement with the incumbent local exchange carrier or other directory provider to publish, on a page preceding the alphabetical listings in its telephone directories, in a prominent manner, and without charge, all of the following information:

- (A) The telephone number and address of the Company where the customer may inquire about telephone service.
- (B) The telephone number and address of the Michigan Public Service Commission where a customer may file a formal complaint regarding a service regulated by the Commission.



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**SECTION 3 - SERVICE OFFERINGS**

**3.1 General**

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

**3.1.1 Application of Business and Residential Rates**

- A. Voice over Internet Protocol (“VoIP”) - Company will offer voice grade access to the Public Switched Telephone Network ("PSTN") through its provision of interconnected VoIP service. VoIP provides Customers with voice communication, facsimile, and voice-messaging capabilities using Internet Protocol (“IP”). Customer's information is transported via the Internet, rather than the PSTN. In addition to all other Customer responsibilities as set forth in this Tariff, Customer shall be responsible for providing the following: (i) broadband Internet connectivity; (ii) all equipment, software, facilities and/or IP connectivity necessary to reach and interoperate with the Service and Company; and (iii) all other equipment, software and other facilities to be installed, including without limitation, routers, IP enabled phones and/or an analog terminal adapters.
  
- B. Business rates apply at the following locations, among others:
  - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  - 2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
  - 3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
  - 4. In any residence location where there is substantial business use of the service and the customer has no service at business rates.



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**SECTION 3 - APPLICATION OF RATES, CONT'D.**

**3.1 General, Cont'd.**

**3.1.1 Application of Business and Residential Rates, Cont'd.**

C. Residence rates apply at the following locations, among others:

1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and listings of a business nature are not furnished.
2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the customer has service charged for at business rates another location.

**3.1.2 Local Exchange Service**

A. Unlimited Residential Local Exchange Service

Unlimited Residential Local Exchange Service includes: (i) a single, voice-grade communications channel and telephone number and (ii) all inbound and outbound local and domestic long distance usage. Domestic long distance includes: the US (including Alaska and Hawaii), Canada, and the US territories within the North American Numbering Plan. Each Unlimited Residential Local Exchange line includes a directory listing, and access to Enhanced 911, Operator Assistance, Directory Assistance, toll-free communications services (800 NPA), and relay services for the hearing and/or speech impaired. The following features are also provided at no additional cost:

- *Anonymous Call Rejection – Enables a user to reject calls from anonymous parties who have explicitly restricted their Caller ID*
- *Call Block - Block unwanted callers*
- *Caller ID - Enables the delivery of a caller's identity to a user*
- *Caller ID Delivery Blocking - Enables a user to block delivery of his/her identity to the called party*
- *Call Waiting - Enables a user to answer a call while already engaged in another call*



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**SECTION 3 - APPLICATION OF RATES, CONT'D.**

**3.1.2 Local Exchange Service**

- 3-Way Calling - *Enables a user to make a three-way call with two parties, in which all parties can communicate with each other*
- Call Forward Always - *Enables a user to redirect all incoming calls to another phone number*
- Call Forward Busy Line - *Enables a user to redirect calls to another destination when an incoming call encounters a busy condition*
- Call Forward Don't Answer - *Enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings*
- Call Forward Not Reachable - *Redirects all incoming calls to a specified external number when the main device is not registered with the switch*
- Call Forward Selective - *Enables a user to define criteria that causes certain incoming calls to be redirected to another destination*
- Call Logs - *Available logs of calls placed or received*
- Call Return - *Enables a user to call the last party that called, whether or not the call was answered*
- Call Waiting - *Enables a user to answer a call while already engaged in another call*
- Speed Dial - *Add frequently dialed numbers for quick and simple access*
- Voicemail - *Enables a caller to leave a voicemail if either a busy or no answer condition*
- Voicemail to Email - *Enables a user to receive a copy of voicemails on up to 5 separate email locations*



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**SECTION 3 - APPLICATION OF RATES, CONT'D.**

**3.1.2 Local Exchange Service**

**B. Unlimited Business Local Exchange Service**

Unlimited Business Local Exchange Service includes: (i) a single, voice-grade communications channel and telephone number and (ii) all inbound and outbound local and domestic long distance usage. Domestic long distance includes: the US (including Alaska and Hawaii), Canada, and the US territories within the North American Numbering Plan. Each Unlimited Business Local Exchange line includes: access to Enhanced 911, toll-free communications services (800 NPA), and relay services for the hearing and/or speech impaired. Unlimited Business Local Exchange Service includes the features of Unlimited Residential Local Exchange Service, plus the following additional features:

- *Anywhere - Allows a user to make and receive calls from any device, at any location, with only one phone number, one dial plan, one voice mailbox, and a unified set of features*
- *Busy Lamp - Enables a user to receive the call state information on monitored users*
- *Call Hold - Enables a user to place a call on hold*
- *Call Transfer - Enables a user to transfer a call to another party, internal or external*
- *Client Call Control - Allows web / computer based “clients” to control the user’s service*
- *Call Notify - Enables a user to define criteria that cause certain incoming calls to trigger an e-mail notification*
- *Directed Call Pick-up - Enables a user to answer a call directed to another phone in their group by dialing the respective feature access code followed by the extension of the ringing phone*
- *Last Number Redial - Enables users to redial the last number they dialed*
- *Message Waiting Indicator - Gives the user an indication that there is a voicemail waiting*



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**SECTION 3 - APPLICATION OF RATES, CONT'D.**

**3.1.2 Local Exchange Service**

- Multiple Call Arrangement - *Enables a user to make and receive multiple calls simultaneously on their different Shared Call Appearance locations*
- N-Way Calling - *Enables a user to create a conference with up to six numbers*
- Priority Alert - *Enables a user to define criteria to have certain incoming calls trigger a different ringing cadence than normal calls*
- Privacy - *Enables a user to place a call on hold*
- Push-to-Talk - *Enables user-to-user intercom service*
- Selective Call Acceptance - *Enables a user to define criteria that causes certain incoming calls to be allowed*
- Shared Call Appearance - *Allows for incoming calls to ring on up to 35 additional phones simultaneously, connecting the first phone to be answered*



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**SECTION 3 - SERVICE OFFERINGS, CONT'D.**

**3.2 Directory Listings**

Company shall arrange for the listing of Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. Company is not liable for any errors or omissions in directory listings.

- A. Additional Listing - At a Customer's option, Company will arrange for additional business Customer listings at an additional charge.
- B. Unlisted Number – An Unlisted Number will not be printed in directories but will be carried in Company’s directory assistance and other records and will be given to any calling party.
- C. Nonpublished Number – An Unpublished Number will not be printed in directories or available from Directory Assistance.

**3.2.1 Operator Assistance**

Company's Operator Assistance services, available, for a charge, to Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis.

**3.2.2 Directory Assistance**

Directory Assistance service allows Customer to request assistance, for a charge, in determining telephone numbers.

**3.2.3 Additional Business Customer Services and Features**

Business Customers may order services including, but not limited to, the following:

- A. Hosted Internet Protocol / Private Branch Exchange (“Hosted IP/PBX”) – Executive Unlimited: Hosted IP/PBX is a telephone exchange system built, delivered, and managed by Company. Hosted IP/PBX is an IP-based telephony solution provisioned and accessed entirely through the Internet, which includes unlimited domestic local and long-distance calling and the following features:
  - Caller ID, Name and Number - *Enables the delivery of a caller’s identity to a user*
  - Call Waiting - *Enables a user to answer a call while already engaged in another call*



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**SECTION 3 - SERVICE OFFERINGS, CONT'D.**

**3.2.3 Additional Business Customer Services and Features**

- Call Forwarding - *Enables a user to redirect all incoming calls to another phone number*
- Call Forwarding, Busy Do Not Answer - *Enables a user to redirect calls to another destination when an incoming call encounters a busy condition*
- Call Forwarding, No Answer - *Enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings*
- Remote Call Forwarding - *No longer available (fraud vulnerability)*
- Station to Station - *Enables user-to-user intercom service (Push to Talk)*
- Short Code - *Short codes, or short numbers, are short digit sequences, significantly shorter than telephone numbers, that are used to address messages in the Multimedia Messaging System (MMS) and short message service (SMS) systems of mobile network operators. In addition to messaging, they may be used in abbreviated dialing. (Not currently supported)*
- Do Not Disturb - *Allows users to set their station as unavailable so that incoming calls are given a busy treatment*
- Hunting - *Allows users within a group to be included in a specified sub-group to handle incoming calls (Hunt Group)*
- Series Completion - *Series Completion is similar in functionality to PSTN line-hunting. It allows a call to hunt-across or roll to multiple user telephone numbers or extensions within the Series Completion group. Multiple Series Completion groups may be configured as part of the service*
- Three (3) Way Calling - *Enables a user to make a three-way call with two parties, in which all parties can communicate with each other*
- Voice Mail - *Enables a caller to leave a voicemail if either a busy or no answer condition*



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**SECTION 3 - SERVICE OFFERINGS, CONT'D.**

**3.2.3 Additional Business Customer Services and Features**

- Multiple Call Appearances - *Allows for incoming calls to ring on up to 35 additional phones simultaneously, connecting the first phone to be answered (Shared Call Appearance)*
- Call Park - *Allows users to answer, hold, and retrieve calls from any station within their call park and pickup group*
- Call Park Retrieval - *Allows users to answer, hold, and retrieve calls from any station within their call park and pickup group*
- Call Hold - *Enables a user to place a call on hold*
- Call Pick Up - *Allows users to answer, hold, and retrieve calls from any station within their call park and pickup group*
- SimRing - *Alert to up to ten alternate locations, simultaneously, with your base location (Simultaneous Ring)*
- Follow Me - *Alert up to 5 alternate locations, one at a time, starting with your base location first (Sequential Ring)*
- Anonymous Call Rejection - *Enables a user to reject calls from anonymous parties who have explicitly restricted their Caller ID*
- Selective Call Acceptance - *Enables a user to define criteria that causes certain incoming calls to be allowed*
- Call Block - *Block unwanted callers*
- Web Self Care – *Self- service online user portal that enables a user or group to manage their features and settings*
- Music on Hold - *Users can choose between standard hold music or can upload custom hold music in the form of a .wav file. Music on Hold is applied to an entire group (location) and is configured from the subscriber portal by the Super Admin*



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**SECTION 3 - SERVICE OFFERINGS, CONT'D.**

**3.2.4 Telecommunications Relay Service**

Company will provide access to a telephone relay center for the Telecommunications Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing a toll-free number. Specific toll-free numbers have been designated for both impaired and nonimpaired customers to use.



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**SECTION 4 - RATES AND CHARGES**

**4.1 Residential Local Exchange Service**

Certain services provided by Company are provided on an individual case basis as provided for in Sections 2.26 and 3.1 of the Tariff. Where service is not covered under an individual case basis arrangement, then the following rates in this Section 4.1 apply.

**Rates**

Unlimited Residential Local and Long Distance telephone service is \$49.95 per month as a stand-alone service, and \$29.95 per month when combined with Internet service. This includes unlimited local exchange and domestic long-distance calling. The activation fee is \$100.00. Reactivation fee of \$70.00 applies for customers who cancelled service or had it terminated for nonpayment. If reactivation requires a house visit, the fee for the service call will be \$75.00 per visit during business hours, and \$125.00 per visit after business hours.

A late payment charge applies when a customer’s previous month’s bill has not been paid in full, leaving an unpaid balance. The late payment charge on the unpaid balance will be \$10.00 per occurrence. The late payment charge will be carried forward and is included in the total amount due on the current bill. Customers will be charged \$25.00 for returned checks.

Additional Basic Residential Exchange Lines may be added for \$29.95 per line per month.

Residential Seasonal Local Service is \$10.00 per month for a maximum of 6 in a given calendar year.



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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.2 Business Local Exchange Service**

Monthly recurring charges will be billed in advance. For partial month's service, the Customer will be charged for the portion of the month in which service was provided based on the number of days in which the service was installed and operational divided by 30.

**Rates**

Unlimited Business Local and Long Distance telephone service is \$49.95 per month as a stand-alone service, and \$29.95 per month when combined with Internet service. This includes unlimited local exchange and domestic long-distance calling. The activation fee is \$100.00. Reactivation fee of \$70.00 applies for customers who cancelled service or had it terminated for nonpayment. If reactivation requires a house visit, the fee for the service call will be \$75.00 per visit during business hours, and \$125.00 per visit after business hours.

A late payment charge applies when a customer's previous month's bill has not been paid in full, leaving an unpaid balance. The late payment charge on the unpaid balance will be \$10.00 per occurrence. The late payment charge will be carried forward and is included in the total amount due on the current bill. Customers will be charged \$20.00 for returned checks.

Additional Basic Business Exchange Lines may be added for \$29.95 per line per month.

**4.3 Directory Assistance**

Customers will be charged \$1.50 per Directory Assistance call.

Customers will be charged \$6.00 per International Directory Assistance call.

**4.4 Operator Assistance Call**

Customers will be charged \$1.50 per Operator Assistance call.



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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.5 Directory Listings**

Primary listings are free of charge.

Additional listings are \$6.95 per month, per line, business customers only.

Non-published numbers (not listed in phonebook) are \$6.95 per month, per line, residential and business, plus a non-recurring \$1.00 charge.

Un-listed numbers (not listed in 411 or phonebook) are \$6.95 per month per line, residential and business, plus a plus a non-recurring \$1.00 charge.

Listing changes are \$25.00 per occurrence.

**4.6 800 Inbound**

Customers will be charged \$5.95 per month per line for Toll Free Numbers, plus a non-recurring \$5.00 charge.

Customers will be charged \$0.04 per minute of usage for all incoming 800-number phone calls.

**4.7 Phone Number Change**

Customers will be charged \$5.00 per occurrence.



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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.8 Additional Business Customer Services and Features**

**4.8.1 Rates**

Hosted IP/PBX service is priced on an ICB basis.

**4.8.2 Virtual Fax**

Customers will be charged \$16.95 monthly up to 500 pages and \$0.03 per page for additional pages for both inbound and outbound services.

**4.8.3 Virtual Number**

Customers will be charged \$3.95 monthly for a virtual number.



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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.9 Lifeline Program**

**4.9.1 Federal Lifeline Program**

a) The Federal Lifeline Program offers discounts on existing rates and charges to qualifying low income consumers for Federal Eligible Lifeline Services listed below.

b) Consumer Qualification for Eligibility in Federal Lifeline Program.

i. To constitute a qualifying low-income consumer:

1. A consumer’s household income as defined in 47 CFR §54.400 (f) and (h) must be at or below 135% of the Federal Poverty Guidelines for a household of the consumer’s size; or

2. The consumer, one or more of the consumer’s dependents, or the consumer’s household must receive benefits from one of the following federal assistance programs:

- a. Medicaid;
- b. Supplemental Nutrition Assistance Program
- c. Supplemental Security Income;
- d. Federal Public Housing Assistance; or
- e. Veterans and Survivors Pension Benefit.

ii. A consumer who lives on rural Tribal lands is eligible for federal Lifeline service as a “qualifying low-income consumer” as defined by 47 CFR §54.400(a) and as an “eligible resident of Tribal lands” as defined by 47 CFR §54.400(e) if that consumer meets the qualifications for Lifeline specified in section (a)(1) or (2) of this section or if the consumer, one or more of the consumer’s dependents, or the consumer’s household participates in one of the following Tribal-specific federal assistance programs: Bureau of Indian Affairs general assistance; Tribally administered Temporary Assistance for Needy Families; Head Start (only those households meeting its income qualifying standard); or the Food Distribution Program on Indian Reservations.

In addition to meeting the qualifications provided in paragraph (b) of this section, in order to constitute a qualifying low-income consumer, a consumer must not already be receiving a Lifeline discount, and there must not be anyone else in the consumer’s household subscribed to a Lifeline service and receiving a Lifeline discount for such service.



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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.9.1 Federal Lifeline Program, Cont'd.**

- c) Lifeline eligible services in the Federal Lifeline Program include:
  - i. "Voice Telephony Service" as defined in 47 CFR §54.400(m);
  - ii. "Broadband Internet Access Service" as defined in 47 CFR §54.400(l);
  - iii. A bundle of Broadband Internet Access Service and fixed Voice Telephony Service, or;
  - iv. Any service plan described in this paragraph which also includes optional calling features such as, but not limited to, caller identification, call waiting, voicemail, and three-way calling.
- d) Other separate telecommunications or internet services can be provided to eligible low-income consumers at applicable rates and charges. Lifeline discounts do not apply to such other services.
- e) Proof of eligibility will be required for all initial Lifeline applicants, and all Lifeline recipients will be required to recertify their eligibility every year.
- f) Monthly Discounts For Only Qualified Federal Lifeline Consumers:
  - i. For only Eligible Federal Low-Income consumers the total discounts are as follows:
    - 1. \$5.95 for voice and \$9.25 for voice and broadband.
  - ii. The discount shall be applied first to the end user common line charge, and then to the monthly service rate for Lifeline Eligible Services.
  - iii. Tribal lands discount amount. An additional federal Lifeline discount of up to \$25.00 per month will be made available to an eligible resident of rural Tribal lands as defined in 47 CFR §54.400(e), and 47 CFR §54.403(a)(3).
  - iv. At no time shall the total Lifeline discount exceed the sum of the end user common line charge and the monthly service rate, excluding applicable taxes, fees, and other surcharges.



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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.9.1 Federal Lifeline Program, Cont'd.**

g) Tribal Link Up Program

- i. A discount on the line connection charge is available to qualifying Federal Lifeline consumers residing on rural Tribal lands as defined in 47CFR §54.400(e) for the installation or transfer of services from one residential premises to another.
- ii. A qualifying consumer may receive a 100% reduction up to \$100.00 in the installation charges, or transfer of service charges, for connection at the consumer’s principal place of residence.
- iii. A qualifying consumer may then make payments for the remaining connection charges on a deferred schedule in which the qualifying consumers does not pay interest. The interest charges not charged to the qualifying consumer shall be for connection charges of up to \$200.00 that are deferred for a period not to exceed one year. Charges assessed for installation or transfer of service include any charges that the Company customarily assesses to connect consumers to the network. These charges do not include any permissible security deposit requirements.
- iv. A qualifying consumer can receive the benefits of the Tribal Link Up Program for a second and subsequent time only for a principal place of residence with an address different from the residential address at which the Tribal Link Up assistance was approved previously.

**4.9.2 State Lifeline Program**

- a) The State Lifeline Program offers discounts on existing rates and charges to qualifying low income consumers for the purchase of State Eligible Lifeline Services listed below.
- b) Consumer Qualification for Eligibility in State Lifeline Program.
  - i. To constitute a qualifying low-income consumer:
    - 1. A consumer’s annual household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size; or



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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.9.2 State Lifeline Program, Cont'd.**

2. The consumer, must participate in one of the following programs:

- a. Medicaid;
- b. Supplemental Nutrition Assistance Program (SNAP) – Food Stamps;
- c. Supplemental Security Income (SSI);
- d. Federal Public Housing Assistance/Section 8;
- e. Veterans and Survivors Pension Benefit.

ii. In addition to meeting the qualifications provided in paragraph (b) of this section, in order to constitute a qualifying low-income consumer, a consumer must not already be receiving a Lifeline discount, and there must not be anyone else in the consumer’s household subscribed to a Lifeline service and receiving a Lifeline discount for such service.

- c) Lifeline eligible services in the State Lifeline Program include:  
Basic Local Exchange service and access service defined as a phone line and usage within the consumer’s local calling area
- d) Other separate telecommunications or internet services can be provided to Eligible Low-Income Consumers at applicable rates and charges. Lifeline discounts do not apply to such other services.
- e) Proof of eligibility will be required for all initial Lifeline applicants and all Lifeline recipients may be required to recertify their eligibility every year.
- f) Monthly Discounts For State Lifeline Consumers
  - i. For Eligible State Low Income consumers who also qualify for discounts under the Federal Lifeline program, the total discounts are as follows:
    - 1. \$10.25 a month discount for consumers under age 65.
    - 2. \$12.35 a month discount for consumers age 65 or more.
  - ii. For eligible State Low Income consumers who only qualify for the State Lifeline Program the discounts are as follows:
    - 1. An \$8.25 a month discount for consumers under age 65.
    - 2. A \$12.35 a month discount for consumers age 65 or more.



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**SECTION 4 - RATES AND CHARGES,CONT'D.**

**4.9.2 State Lifeline Program, Cont'd.**

- iii. The discounts in Sections (f) above shall be applied first to the end user common line charge, and then to the monthly service rate for Lifeline Eligible Services.
- iv. At no time shall the total Lifeline discount exceed the sum of the end user common line charge and the monthly service rate, excluding applicable taxes, fees, and surcharges

**4.9.3 Regulations For the Federal And State Lifeline Programs**

- a) General Regulations specified elsewhere in the Company's Local Exchange tariffs apply to Federal and State Eligible Lifeline Services.
- b) The Lifeline discount is available only with residence services, excluding foreign exchange service. Lifeline is limited to a single subscription per household where household is defined to be any individual or group of individuals who are living together at the same address as one economic unit. For the purposes of this rule, an economic unit consists of all adult individuals contributing to and sharing in the income and expenses of a household.
- c) The Lifeline discount will apply after a determination that the consumer's household meets the eligibility standards established above for either the Federal or State Lifeline Programs
- d) Consumers of Lifeline must notify the Company of any changes which would affect qualification by eligibility. When the consumer is no longer eligible for Lifeline service, the Lifeline discount will be discontinued and regular tariff rates and charges will apply.
- e) Where the facilities of the Company permit, the minimum service standards for fixed Broadband Internet Access Service as established by the FCC.



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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.10 Emergency Services**

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling. If 911 Service is not available in an area, the Company shall make arrangements for the Customer to reach the appropriate emergency services through dialing “0”.

**4.11 Telecommunications Relay Service**

All basic local exchange service providers must offer Telecommunications Relay Service to their customers. Telecommunications Relay Service enables persons who are certified as deaf, deafblind, hard of hearing, or speech-impaired to communicate with individuals using a voice telephone by using a text telephone-telecommunications device. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges. Rates and charges for calls placed through a telecommunication relay service shall not exceed the rates and charges for calls placed directly from the same originating location to the same terminating location.

**4.12 Telephone Directory**

For Customers that subscribed to the Company’s Basic Local Exchange Service, the Company will provide each Customer annually at no charge one copy of a printed directory listing all telephone Service subscribers, except for unlisted and unpublished numbers, within the Customer’s local exchange area. The Company may, at its option, either publish its own directory or provide a copy of one published by the dominant exchange service provider.



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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.13 Rates By Individual Contract Basis (ICB)**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company’s services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier’s option.

Upon completion of any contractual arrangements entered into under this section, the Company will file additional tariff sheets as an amendment to this tariff summarizing the services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Commission upon the Commission’s request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law.



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**SECTION 4 - RATES AND CHARGES, CONT'D.**

**4.14 Promotional Offerings**

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this section.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

All promotions shall be made available to other carriers for resale, and shall be priced, in conjunction with the entire service offering as a whole, above the Company's total service long run incremental cost.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.

**4.15 Extension of Line Facilities**

An extension of the Company's facilities in locations where the Company facilities currently do not exist will generally be made as follows:

Construction charges for extension of facilities will apply to provide basic local exchange service involved in the establishment of service. Construction shall be at the expense of the requesting property owner. An estimate of cost will be provided upon request. The party paying for construction costs does not obtain any rights, of ownership or otherwise, in facilities provided by the Company. All facilities provided by the Company shall be under its exclusive control.



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**SECTION 5 - SERVICE AREAS**

**5.1 Legal Descriptions and Maps**

The Company hereby mirrors the Map and Legal Description tariffs of the exchanges, by Incumbent Local Exchange Carrier, listed below to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the MPSC for approval.

<b>Exchange</b>	<b>Incumbent Local Exchange Carrier</b>
Alpena	Frontier North Inc.
Atlanta	Frontier North Inc.
Bois Blanc	Island Telephone Company
Cheboygan	AT&T Michigan
Fairview	Frontier North Inc.
Gaylord	Frontier North Inc.
Grace Harbor	Michigan Central Broadband Company, LLC
Hillman	Frontier North Inc.
Hubbard Lake	Frontier North Inc.
Indian River	AT&T Michigan
Lachine	Frontier North Inc.
Lewiston	Frontier North Inc.
Levering	CenturyTel of Michigan, Inc.
Long Lake	Frontier North Inc.
Mackinaw City	AT&T Michigan
Mio	Frontier North Inc.
Onaway	Frontier North Inc.
Posen	Frontier North Inc.
Robbs Creek	Allband Communications Cooperative
Rogers City	Frontier North Inc.
Vanderbilt	Frontier North Inc.
Wolverine	AT&T Michigan



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**SECTION 5 - SERVICE AREAS, CONT'D**

**5.2 Local Calling Areas**

Calls originating from the listed Exchange or Zone and terminating in the Exchanges and Zones in the local calling area will be treated and charged as local calls.

**5.3 Local Calling Areas – Allband Communications Cooperative**

<b>Exchange or Zone</b>	<b>Local Calling Area</b>
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Robbs Creek	Robbs Creek, Atlanta, Fairview, Hillman, Hubbard Lake, Lachine, Lincoln
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**5.4 Local Calling Areas - Traditional AT&T Michigan**

<b>Exchange or Zone</b>	<b>Local Calling Area</b>
-----------------------------	---------------------------

Cheboygan	Cheboygan, Grace Harbor, Indian River, Levering, Mackinaw City, Onaway, Pellston
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Indian River	Indian River, Alanson, Brutus, Cheboygan, Onaway, Pellston, Wolverine
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Mackinaw City	Mackinaw City, Cheboygan, Levering
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Wolverine	Wolverine, Alanson, Boyne Falls, Indian River, Onaway, Vanderbilt
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**5.5 Local Calling Areas - CenturyTel of Michigan, Inc.**

<b>Exchange or Zone</b>	<b>Local Calling Area</b>
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Levering	Levering
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**SECTION 5 - SERVICE AREAS, CONT'D**

**5.6 Local Calling Areas – Frontier North Inc.**

<b>Exchange or Zone</b>	<b>Local Calling Area</b>
Alpena	Alpena, Hillman, Hubbard Lake, Lachine, Long Lake, Ossineke, Posen
Atlanta	Atlanta, Fairview, Gaylord, Hillman, Lewiston, Onaway, Robbs Creek
Fairview	Fairview, Atlanta, Glennie, Lewiston, Lincoln, Mio, Robbs Creek
Gaylord	Gaylord, Alba, Atlanta, Boyne Falls, Chester, Elmira, Grayling, Lakes of the North, Lewiston, Onaway, Vanderbilt
Hillman	Hillman, Alpena, Atlanta, Lachine, Posen, Robbs Creek
Hubbard Lake	Hubbard Lake, Alpena, Lachine, Lincoln, Ossineke, Robbs Creek
Lachine	Lachine, Alpena, Hillman, Hubbard Lake, Posen, Robbs Creek
Lewiston	Lewiston, Atlanta, Chester, Fairview, Gaylord, Grayling, Mio
Long Lake	Long Lake, Alpena, Posen, Rogers City
Mio	Mio, Fairview, Glennie, Grayling, Lewiston, Roscommon, Rose City
Onaway	Onaway, Atlanta, Cheboygan, Gaylord, Grace Harbor, Indian River, Rogers City, Vanderbilt, Wolverine
Posen	Posen, Alpena, Hillman, Lachine, Long Lake, Rogers City
Rogers City	Rogers City, Grace Harbor, Long Lake, Onaway, Posen
Vanderbilt	Vanderbilt, Boyne Falls, Gaylord, Onaway, Wolverine



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**SECTION 5 - SERVICE AREAS, CONT'D**

**5.7 Local Calling Areas – Island Telephone Company**

**Exchange  
or Zone                      Local Calling Area**

Bois Blanc                      Bois Blanc Island

**5.8 Local Calling Areas – Michigan Central Broadband Company, LLC**

**Exchange  
or Zone                      Local Calling Area**

Grace Harbor                      Grace Harbor, Cheboygan, Onaway, Rogers City



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**SECTION 5 - SERVICE AREAS, CONT'D**

**5.9 List of Cities, Villages, and Townships**

The following list of exchanges and zones shows, by County, the incorporated cities, villages and townships which are wholly or partly within the assigned area of each exchange or zone. (Villages are indicated by "Vill" and Townships are indicated by "Twp.").

**5.9.1 Allband Communications Cooperative Exchange**

ROBBS CREEK EXCHANGE

Alcona County

Twp Hawes

Twp Mitchell

Alpena County

Vill Hillman

Twp Green

Twp Long Rapids

Twp Wellington

**5.9.2 Traditional AT&T Michigan Exchanges**

CHEBOYGAN EXCHANGE

Cheboygan County

Twp Mackinaw

Twp Hebron

Emmet County

Vill Mackinaw City

Twp Bliss

Twp Carp Lake

Twp Wawatem

INDIAN RIVER EXCHANGE

Cheboygan County

Twp Burt

Twp Ellis

Twp Inverness

Twp Koehler

Twp Mentor

Twp Mullet

Twp Munro

Twp Tuscarora

Twp Walker

Twp Waverly



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**SECTION 5 - SERVICE AREAS, CONT'D**

**5.9 List of Cities, Villages, and Townships, Cont'd.**

**5.9.2 Traditional AT&T Michigan Exchanges, Cont'd.**

MACKINAW CITY EXCHANGE

Emmet County

Vill Mackinaw City

Twps Bliss

Twps Carp Lake

Twps Wawatem

Cheboygan County

Twps Hebron

Twps Mackinaw

WOLVERINE EXCHANGE

Cheboygan County

Vill Wolverine

Twps Ellis

Twps Mentor

Twps Nunda

Twps Walker

Twps Wilmot

**5.9.3 CenturyTel of Michigan, Inc. Exchange**

LEVERING EXCHANGES

Cheboygan County

Twps Hebron

Twps Munto

Emmet County

Twps Bliss

Twps Carp Lake

Twps Center

Twps Cross Village

Twps McKinley

**5.9.4 Frontier North Inc. Exchanges**

ALPENA EXCHANGE

Alpena County

City Alpena

Twps Alpena

Twps Long Rapids

Twps Maple Ridge

Twps Wilson



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**SECTION 5 - SERVICE AREAS, CONT'D**

**5.9 List of Cities, Villages, and Townships, Cont'd.**

**5.9.4 Frontier North Inc. Exchanges, Cont'd**

ATLANTA EXCHANGE

Montmorency County

- Twp Albert
- Twp Avery
- Twp Briley
- Twp Hillman
- Twp Loud
- Twp Montmorency
- Twp Rust
- Twp Vienna

FAIRVIEW EXCHANGE

Oscoda County

- Twp Clinton
- Twp Comins
- Twp Elmer
- Twp Mentor

Montmorency County

- Twp Loud

Alcona County

- Twp Mitchell
- Twp Millen
- Twp Caledonia

GAYLORD EXCHANGE

Otsego County

- City Gaylord
- Twp Bagley
- Twp Charlton
- Twp Chester
- Twp Dover
- Twp Elmira
- Twp Hayes
- Twp Livingston
- Twp Otsego Lake

Montmorency County

- Twp Vienna
- Twp Montmorency

Crawford County

- Twp Maple Forest



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**SECTION 5 - SERVICE AREAS, CONT'D**

**5.9 List of Cities, Villages, and Townships, Cont'd.**

**5.9.4 Frontier North Inc. Exchanges, Cont'd**

HILLMAN EXCHANGE

Montmorency County

Vill Hillman  
Twp Hillman  
Twp Montmorency  
Twp Rust

Alpena County

Twp Green  
Twp Wellington

HUBBARD LAKE EXCHANGE

Alcona County

Twp Alcona  
Twp Caledonia  
Twp Hawes

Alpena County

Twp Alpena  
Twp Green  
Twp Ossineke  
Twp Sanborn  
Twp Wilson

LACHINE EXCHANGE

Alpena County

Twp Green  
Twp Long Rapids  
Twp Maple Ridge  
Twp Ossineke  
Twp Wellington  
Twp Wilson



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**SECTION 5 - SERVICE AREAS, CONT'D**

**5.9 List of Cities, Villages, and Townships, Cont'd.**

**5.9.4 Frontier North Inc. Exchanges, Cont'd**

LEWISTON EXCHANGE

Crawford County

Twp Lovells

Montmorency County

Twp Albert

Twp Vienna

Oscoda County

Twp Clinton

Twp Elmer

Twp Greenwood

Otsego County

Twp Charlton

LONG LAKE EXCHANGE

Alpena County

Twp Alpena

Twp Maple Ridge

Presque Isle County

Twp Krakow

Twp Presque Isle

MIO EXCHANGE

Oscoda County

Twp Big Creek

Twp Comins

Twp Elmer

Twp Greenwood

Twp Mentor



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**SECTION 5 - SERVICE AREAS, CONT'D**

**5.9 List of Cities, Villages, and Townships, Cont'd.**

**5.9.4 Frontier North Inc. Exchanges, Cont'd**

ONAWAY EXCHANGE

Cheboygan County

- Twp Aloha
- Twp Forest
- Twp Grant
- Twp Koehler
- Twp Nunda
- Twp Walker
- Twp Waverly

Montmorency County

- Twp Montmorency

Presque Isle

- City Onaway
- Vill Millersburg
- Twp Allis
- Twp Bearinger
- Twp Bismarck
- Twp Case
- Twp Moltke
- Twp North Allis
- Twp Ocuqueoc
- Twp Rogers

POSEN EXCHANGE

Presque Isle County

- Vill Posen
- Twp Belknap
- Twp Bismarck
- Twp Krakow
- Twp Metz
- Twp Posen
- Twp Pulawski

Alpena County

- Twp Long Rapids
- Twp Maple Ridge



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**SECTION 5 - SERVICE AREAS, CONT'D**

**5.9 List of Cities, Villages, and Townships, Cont'd.**

**5.9.4 Frontier North Inc. Exchanges, Cont'd**

ROGERS CITY EXCHANGE

- Presque Isle
- City Rogers City
- Twp Bearinger
- Twp Belknap
- Twp Bismarck
- Twp Krakow
- Twp Moltke
- Twp Ocqueoc
- Twp Rogers
- Twp Pulawski

VANDERBILT EXCHANGE

- Otsego County
- Vill Vanderbilt
- Twp Charlton
- Twp Corwith
- Twp Dover
- Twp Elmira
- Twp Livingston
- Montmorency County
- Twp Montmorency

**5.9.5 Island Telephone Company Exchange**

BOIS BLANC EXCHANGE

- Mackinac County
- Bois Blanc Twp

**5.9.6 Michigan Central Broadband Company, LLC Exchange**

GRACE HARBOR EXCHANGE

- Presque Isle County
- Bearinger Twp



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