

Local Telephone Exchange Services

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**BUCKEYE TELESYSTEM, INC.**

LOCAL TELEPHONE EXCHANGE SERVICE

Regulations and Schedule of Intrastate Charges  
Applying to Competitive Local End-User Telecommunications Service  
Regulated by the Michigan Public Service Commission  
Within the State of Michigan

**LOCAL TELEPHONE EXCHANGE  
TARIFF**

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ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED JULY 11, 2001, in CASE NO. U-12954

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EFFECTIVE: November 14, 2007

ISSUED BY:  
Mr. Thomas K. Dawson, Vice President  
5555 Airport Highway, Suite 110, Toledo, OH 43615

Local Telephone Exchange Services

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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 November 15, 2006, 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.

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive intrastate end-user telecommunications services by Buckeye Telesystem, Inc., hereinafter referred to as the Company, to customers within the State of Michigan. The specific service area is detailed in Section 6 of this Tariff.

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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.

**Advanced Payment** – Payment of all or part of a charge required prior to the start of service.

**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.

**Bill Date** – The date on which the Company compiles and sends billing information to the Customer.

**Commission** – Michigan Public Service Commission

**Company** - Used throughout this tariff to refer to Buckeye Telesystem, Inc., unless otherwise clearly indicated by the context.

**Customer** – Any individual, business, governmental agency, or other entity purchasing services the Company offers.

**E-911 or Emergency – 911** – A service which allows customers to reach appropriate emergency services including police, fire, and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located nearest to the caller.

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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.

**Enhanced Voice Mail** – has 2 minute greeting length, twice that of basic VM; 60 message/30 days mailbox capacity, vs. 30 messages/30 days with basic VM, and a 5-minute incoming message capacity, vs. 2 minutes for basic VM.

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

**Individual Case Basis (ICB)** – A service arrangement in which the regulations, rates, and charges are developed based on the specific circumstances of the Customer's situation.

**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).

**Multi-Ring Service** – Allows customer to program up to five distinctive rings to identify frequent callers.

**Non-Recurring Charges** – The one-time initial charges for services or facilities including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service order is initiated.

**Pre-Subscription** – An arrangement whereby a Customer may select and designate to the Company a carrier it wishes to access, without an access code, for completing toll calls. The selected carrier is referred to as the End User's Primary Interexchange Carrier.

**PIC1** – Customer changes either the interLATA or intraLATA long distance carrier.

**PIC2** – Customer changes both the interLATA and intraLATA long distance carrier.

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**SECTION 1 – DEFINITIONS (Cont'd)**

**Relocation Ring** – forwarding a former number out of a rate center where porting a number is not possible.

**Residential Customer** - A Residential Customer is a Customer who subscribes to the Company's telecommunication Service(s) and for whom services are furnished primarily for personal or domestic purposes at the person's dwelling.

**Services** – The Company's telecommunications services offered to the public.

**Slamming** – The act of changing a customer's long distance service provider without the Customer's knowledge or authorization.

**Special Construction** – Any instance where the Company must construct or rearrange facilities in order to furnish a facility or service for which a charge is not specified in the Company's tariffs.

**Supersedure** - A clerical charge levied to alter any information in the Customer data base.

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

**User** – A Customer or any other person authorized by the Customer to use service provided under this tariff.

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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.
- (D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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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)**

- (E) 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.
- (F) This tariff shall be interpreted and governed by the laws of the State of Michigan regardless of its choice of laws provision.
- (G) 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.
- (H) 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.
- (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.

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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)

- (E) 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.
- (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**

- (1) 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.
- (2) 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.
- (3) Directory assistance operators shall have access to all telephone numbers for the area for which they are responsible for furnishing directory assistance service, except telephone numbers not listed or published at the customer's request. If the Company's directory assistance operator provides an incorrect number, then the Company will not bill for the call or will give a credit equal to the charge and the Company will not count the call against the customer's monthly call allowance. The Company will furnish a customer up to 2 numbers per call to directory assistance.
- (4) The Company will maintain adequate personnel to answer customer repair calls at all hours within a monthly average of 25 seconds. The Company will arrange to have a representative available at all times to accept calls from providers and users of 9-1-1 and emergency services to report trouble with its telecommunication services to those providers.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.1 Undertaking of the Company (Cont'd)

#### 2.1.5 Service-Affecting Activities (Cont'd)

- (5) The Company will maintain service so that the average monthly rate of all customer trouble reports does not exceed 4 per 100 access lines, excluding reports concerning interexchange calls and trouble found in equipment other than the provider's equipment, such as inside wiring and customer premises equipment. 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 4 per 100 access lines per month in a wire center area for 3 consecutive months.
- (6) Until the customer indicates satisfaction of the request, the Company will not attempt to market new services to a customer calling to report a repair request, unless such services would assist in resolving the problem.
- (7) If access to a customer's premises is necessary to complete the repair and the customer is not available, then a tag shall be left on the customer's door indicating the date, an explanation of the repair problem necessitating entry into the customer's premises, and the technician's name and signature.
- (8) The Company will expedite a repair for a customer who has a medical emergency. Unless it has a specific, identifiable reason or doubt a customer's claim, the Company will accept the customer's statement there is a medical condition requiring expedited restoration of service.

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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 will use reasonable efforts to install service for a residential or small business customer or applicant within a monthly average of 5 business days of the installation request, or a monthly average of 10 business days after a customer is released for a migration, unless a later date is requested or agreed to by the customer or applicant, the customer or applicant misses the appointment, or government permits or right-of-way access are required before installation. 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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ISSUED BY:

Mr. Thomas K. Dawson, Vice President  
5566 Southwyck Blvd., Toledo, OH 43614

## **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.

#### **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 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;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic, copper or coaxial 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;

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.3 Obligations of the Customer (Cont'd)

#### 2.3.1 General (Cont'd)

- (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;
- (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

#### 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 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 User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- (B) The 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 Customer's expense.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.4 Customer Equipment and Channels (Cont'd)

#### 2.4.3 Interconnection of Facilities (Cont'd)

- (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 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 (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. The billing period shall be monthly.
- (B) Non-recurring charges are due and payable from the customer within 19 days after the invoice date, 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 19 days after the invoice date. 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) For new Customers or existing Customers, 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 day 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 the day before 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.
- (G) 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 the day of receipt of the remittance at Company's payment location.

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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)

- (H) At a minimum, each 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.
- (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 30 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 Customer a written itemized statement of the services ordered, including all associated charges.
- (K) A 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, but not greater than \$150.00 per access line. If a 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 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 specified by the M.P.S.C.
- (E) No deposit will be charged for Lifeline customer that voluntarily elects to receive toll blocking service.
- (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 a delinquent account for basic local exchange service;
  - (b) Nonpayment of a delinquent account with a delinquent balance of \$150 or more for basic local exchange service and regulated toll service in the name of the customer;
  - (c) Maintaining a delinquent balance of \$125 or more for three consecutive months for basic local exchange service and regulated toll service;
  - (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)**

- (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 provider's basic local exchange system;
  - (h) Any other unauthorized use or interference with basic local exchange 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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Mr. Thomas K. Dawson, Vice President  
5566 Southwyck Blvd., Toledo, OH 43614

## **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 written notice is sent, by first-class mail, to the customer or personally served not less than 5 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. Service of notice by mail is complete upon mailing, unless proven otherwise by the customer. The Company will maintain an accurate record of the date of mailing. 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 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 Interruptions in Service**

The Company will arrange to clear all out-of-service trouble of a non-emergency nature within the following time frames, unless the customer agrees to alternative arrangements:

- (a) Out-of-service trouble shall be cleared within a monthly average of 36 hours after being reported to or found by the Company.
- (b) The same repeat out-of-service trouble reported or found within 30 days of a prior repair will be repaired the same or next business day after being reported to or found by the Company and identified as a repeat trouble.

#### **2.6.1 Credit for Interruptions**

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.

When a Customer's service is interrupted and remains out of service for more than 24 consecutive hours after being reported to the Company or after being found by the Company to be out of service, whichever occurs first, or where the company misses an installation or repair appointment, the Company shall make an adjustment to the Customer's account as follows:

If a service interruption exceeds 24 hours but is less than 48 hours, the adjustment shall be at least the pro-rata portion of the monthly charges for any and all local services rendered inoperative during the interruption.

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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)

Any Customer who experiences a service interruption in excess of 48 hours but less than 72 hours shall be provided with a credit equal to at least one-third of one month's charges for any local services rendered inoperative.

Any Customer who experiences a service interruption in excess of 72 hours but less than 96 hours shall be provided a credit equal to at least two-thirds of one month's charges for any local services rendered inoperative.

When a Customer's service is interrupted and remains out of service for more than 24 consecutive hours after being reported to the Company or after being found by the Company to be out of service, whichever occurs first, the Company shall make an adjustment to the Customer's account as follows:

If a service interruption exceeds 24 hours but is less than 48 hours, the adjustment shall be at least the pro-rata portion of the monthly charges for any and all local services rendered inoperative during the interruption.

Any Customer who experiences a service interruption in excess of 48 hours but less than 72 hours shall be provided with a credit equal to at least one-third of one month's charges for any local services rendered inoperative.

Any Customer who experiences a service interruption in excess of 72 hours but less than 96 hours shall be provided a credit equal to at least two-thirds of one month's charges for any local services rendered inoperative.

Any Customer who experiences a service interruption in excess of 96 hours shall be provided a credit equal to at least one month's charges for any local services rendered inoperative.

Computations of such credits shall apply to all charges for basic and regulated optional local services rendered inoperative. The length of such service interruption shall be computed on a continuous basis, Saturdays, Sundays and holidays included.

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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.

#### **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 8 hours or more or cumulative service credits equaling 16 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.

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## SECTION 2 - REGULATIONS (Cont'd)

### 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.

#### 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 4.2 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.



## **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 is set forth in Section 3.14.3.

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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 mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- (C) All notices or other communications required to be given pursuant to this tariff will be in writing and may be delivered as printed copy or electronically. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

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## **SECTION 2 - REGULATIONS (Cont'd)**

### **2.11 Notices and Communications (Cont'd)**

- (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.

### **2.12 Formal and Informal Procedures**

For Residential Customers, informal complaints will be handled by the Company's customer service department, which shall give a response to the customer within 10 business days. The Company will use good faith efforts to informally resolve the dispute. Upon request, the Company will provide its disposition of the informal complaint to the customer in writing. 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 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 10 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 60 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.

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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)**

- (F) If a party rejects the recommended settlement, then the complaint shall proceed to a contested case hearing before the Commission.
- (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 required by the M.P.S.C.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.13 Customer Access to Information

#### 2.13.1 Rate and special charges information

- (1) Prior to the customer purchasing the service or upon request, the Company will provide each customer a clear and simple explanation of the terms and conditions of the services purchased by the customer including, but not limited to, a statement of all fees, charges, and taxes that will be included in the customer's monthly bill. The explanation statement will include, at a minimum, a good faith estimate by the Company of the actual monthly cost that the customer will be required to pay if the service is purchased.
- (2) Upon the request of a customer or an applicant for service, the Company will explain the rates, charges, and provisions under which it provides service and shall provide a copy of the applicable tariff section or pages for the regulated telecommunication services. This requirement may be satisfied by referring the customer to the Company's internet website containing tariffs if the customer states he or she has access.
- (3) The Company will furnish reasonable access to information and assistance necessary to enable the customer or applicant to obtain the most economical service available to meet the customer's or applicant's stated needs, including state or federal "lifeline" programs that may be available. The Company will advise the customer or applicant about any of the provider's alternative services that are available to meet those needs. The information may include printed explanations of alternative services and rates.
- (4) Before changing or installing a service, the Company will furnish the customer or applicant with an estimate of the amount of any service connection charges and an estimate of the initial bill for basic monthly service and any other applicable charges.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.13 Customer Access to Information (Cont'd)

#### 2.13.1 Rate and special charges information (Cont'd)

- (5) Upon request, the Company will furnish the customer or applicant with a written, detailed estimate of any special charges not specifically set forth in this tariff. Special charges include any of the following:
  - (a) Extraordinary construction, maintenance, and replacement costs.
  - (b) Expenses for overtime work at the customer's or applicant's request.
  - (c) Special installations, equipment, and assemblies.

#### 2.13.2 Public Information

- (1) The Company will make available to a customer or applicant all of the following information on the Company's website or will provide copies upon request:
  - (a) Maps or npa-nxx data showing local calling areas and zone boundaries.
  - (b) Publicly announced information as to the availability of specific classes of service at a customer's or applicant's location.
  - (c) Publicly announced information concerning plans for major service changes at a customer's or applicant's location.
- (2) The Company will advise a customer if the customer is located in an area in which the dialing of a 7- or 10-digit number may result in toll charges.
- (3) The Company will maintain business offices that are adequately staffed with qualified persons to do all of the following:
  - (a) Provide information relating to its services and rates.
  - (b) Accept and process applications for service.
  - (c) Explain charges on bills.
  - (d) Adjust erroneous charges.
  - (e) Enter into payment arrangements.
  - (f) Act as a representative of the Company.

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## **SECTION 2 - REGULATIONS (Cont'd)**

### **2.13 Customer Access to Information (Cont'd)**

#### **2.13.2 Public Information (Cont'd)**

- (4) The Company will prominently display on its bills and other messages to its customers the Company's phone numbers to be used for customer inquiries, disputes, repairs, and other contacts. The Company will maintain a local or toll-free telephone number by which all customers served by a business office may call that office at no charge.
- (5) The Company will maintain sufficient staffing to ensure that customers and others who call a business office are permitted to talk to a person who is able to provide assistance within a monthly average of 120 seconds of calling the office during normal business hours.
- (6) 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, as well as on the Internet. 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.
- (7) The information referred to in this section 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.

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## SECTION 2 - REGULATIONS (Cont'd)

### 2.13 Customer Access to Information (Cont'd)

#### 2.13.3 Telephone Directories and Information

- (1) The Company will furnish to new customers and annually to existing customers, at no additional charge, an up-to-date telephone directory for the customer's area unless the Company and customer agree otherwise. The Company may, at its sole discretion, publish its own directory or provide a directory published by another directory provider.
- (2) The front cover of each directory will indicate the area included in the directory and the month and year of issue. The front portion of the directory will conspicuously feature information about placing calls to emergency services, police and fire departments, 9-1-1 service, 2-1-1 service, and dual party relay service.
- (3) 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.
- (4) Each directory will contain instructions concerning all of the following:
  - (a) Placing of local and long-distance calls.
  - (b) Obtaining repair and directory assistance services.
  - (c) The locations and telephone numbers of the provider's business office or offices for the area served by the directory.
  - (d) The means to determine which numbers are in the local calling area.

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## **SECTION 2 - REGULATIONS (Cont'd)**

### **2.14 Changes of Long Distance Service (Toll)**

#### **2.14.1 Governing Rules**

In order to insure that Customers of the Company's local service are not changed to another long distance service without their knowledge and approval, the Company will abide by Federal Rules (Part 64.1100) and the Anti-Slamming Procedures adopted by the Michigan Public Service Commission in Case No. U-11900.

#### **2.14.2 PIC Protection Program**

The Company offers a PIC Protection Program under which a change in local or long distance service may not be made by or on behalf of the Customer until the Company receives adequate proof that the Customer actually authorized such change. Such program will comply with the PIC protection procedures adopted by the Michigan Public Service Commission in Case No. U-11900.

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Local Telephone Exchange Services

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## SECTION 3 - SERVICE OFFERINGS

### 3.1 General

The regulations set forth in this section govern the regulated service offerings of the company and the application of rates for those services. Additional unregulated service offerings are available in the Company's Tariff M.P.S.C. No. 1 – U. Actual rates are contained in Section 4 of this tariff although some service-specific rates are shown in this section as well.

### 3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- (A) Calls are billed in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- (B) Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- (C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- (D) Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- (E) All times refer to local time.

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Local Telephone Exchange Services

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**SECTION 3 - SERVICE OFFERINGS (Cont'd)**

**3.2 Charges Based on Duration of Use (Cont'd)**

**3.2.1 Applicable Rate Periods**

Unless otherwise specified, applicable rate periods are indicated in the chart below:

Day:	8:00 AM-5:00 PM (Monday thru Friday).
Non-Day:	All other times.

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Local Telephone Exchange Services

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**SECTION 3 - SERVICE OFFERINGS (Cont'd)**

**3.3 Rates Based Upon Distance**

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1** Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. These rate centers are assigned a set of geographic coordinates, as referenced in Telcordia Terminating Point Masterfile (TPM) which associates each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number with a rate center). Rate centers and their geographic coordinates are listed in the industry Local Exchange Routing Guide (LERG). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the wire or rate center of the Customer's main billing telephone number.

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## SECTION 3 - SERVICE OFFERINGS (Cont'd)

### 3.4 Calculation of Distance

Usage charges are based on the airline distance between the serving rate centers associated with the originating and terminating points of the call. The serving rate centers of a call are determined by area code and exchange numbers. All calls are billed from the End User's serving rate center to the terminating point serving rate center.

The distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by TMP/Local Exchange Routing Guide in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the originating point and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers.

Formula:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_1)^2}{10}}$$

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**SECTION 3 - SERVICE OFFERINGS (Cont'd)**

**3.5 Directory Listings**

For each Customer of Company-provided Local Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

3.5.1 Directory listings are provided in connection with each Customer service as specified herein.

- A. Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 4 following.
- B. Advanced Listed Telephone Number: Where available, offering directory listing to a customer who wants to ensure that he/she will be in the directory, but who is not going to have service until after the directory closes for new additions or changes.
- C. Alternate Call Listings: Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls. Rates for alternate call listings are specified in Section 4 following.
- D. Foreign Listings: Where available, a listing in a phone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

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**SECTION 3 SERVICE OFFERINGS (CONT'D)**

**3.5 Directory Listings (Cont'd)**

**3.5.1 (Cont'd)**

- E. Information Listings: Where available, additional lines of information which may be included with the primary, additional, or reference listings.
- F. Non-Listed Numbers: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Rates are listed in Section 4.
- G. Non-Published Listings: Listings that are not printed in directories nor available from Directory Assistance. A Non-published Telephone Service will be furnished, at the Customer's request, providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records. Rates for Non-published Listings are shown in Section 4 following.
- H. Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional Charge.
- I. Reference Listings: A listing including additional telephone numbers of the same or another Customer to be called in the event there is no answer from the Customer's telephone.

Rates for Listings are shown in Section 4 following.

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**SECTION 3 - SERVICE OFFERINGS (Cont'd)**

**3.6 Types of Regulated Communications Services Offered**

Buckeye TeleSystem, Inc. provides switched, telephonic-quality voice and data transmission services that enable Users to communicate on a real-time basis between points within local calling areas in the State of Michigan, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

The regulated services offered are:

Residential Primary Basic Local Exchange Service

Directory Assistance Service (Section 3.8)

Telecommunications Relay Service (Section 3.15)

Intra-LATA Pre-subscription Service (Section 3.21)

976 Services (Sections 3.26 and 4.24)

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**SECTION 3 - SERVICE OFFERINGS (Cont'd)**

**3.7 Basic Local Exchange Service**

**3.7.1 General**

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on the Company's switching network. Basic Telephone Exchange Service is furnished with touch-tone dialing as a standard feature. The standard and Optional features and functions are stated for each service offering. Basic Local Exchange Service enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to the Company's operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Service can also be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch at no charge upon customer request. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

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**SECTION 3 - SERVICE OFFERINGS (Cont'd)**

**3.7 Basic Local Exchange Service (Cont'd)**

Individual line residence and business service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the customer.

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**SECTION 3 - SERVICE OFFERINGS (Cont'd)**

**3.7 Basic Local Exchange Service (Cont'd)**

**3.7.2 Local Business Line Service**

Please see Buckeye Telesystem, Inc.'s Tariff M.P.S.C. No. 1-U

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**3 - SERVICE OFFERINGS (Cont'd)**

**3.7 Basic Local Exchange Service (Cont'd)**

**3.7.4 Residential Service Offerings**

Residential Basic Line Service provides a residential customer with all of the features of basic local exchange service set forth in Section 3.7 above, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Except for Lifeline, basic line rates may be charged on any of the following optional rate plans. See Section 4.1 for rates.

A. Primary Basic Local Exchange Service - Basic 100

With Basic 100, the customer pays a monthly rate per access line that includes up to 100 outgoing local calls with maximum use of 12,000 minutes per month. There is no restriction on the number of incoming calls. All calls to 911 emergency services and calls to The Company are exempt from message unit charges. Unused calls or calls over the allowance can not be carried over to the next billing month allowance. Basic 100 is available for voice service only. Basic 100 is a service regulated by the Michigan Public Service Commission per MPSC Order U-14731. Prices will not change unless the Company follows the procedures in the Michigan Telecommunications Act to change them. Prices for all services other than Basic 100, and for all services added onto Basic 100, are not regulated and are subject to change at any time. For such services, prices may be changed on the filing of a revised tariff page

B. Upon sufficient notice to the Company, a Customer with disabilities or who is voluntarily providing a service for an organization classified by the Internal Revenue Service as a Section 501(c)((3) or (19) organization, or a person who provides a service for a congressionally chartered veterans organization or their duly authorized foundations, is exempt from the 100 calls per month limitation and shall receive a flat rate allowing unlimited outgoing local calls at the same rate as that for primary basic local exchange service.

C. Additional Residential Basic Local Exchange Offerings and Services

Please see Buckeye Telesystem, Inc's Tariff M.P.S.C. No. 1 – U.

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**SECTION 3 - SERVICE OFFERINGS (Cont'd)**

**3.8 Directory Assistance Service**

The Company furnishes Directory Assistance Service (“DA”) for the purpose of aiding subscribers in obtaining telephone numbers when a party in Michigan requests assistance in obtaining telephone numbers of subscribers who are located within the local calling area or in the same numbering plan area as the number the party is calling from. Calls for numbers outside the local numbering plan area may be obtained through National Directory Assistance Service at the rate shown in Section 4 of Tariff M.P.S.C. No. 1-U.

A Customer may obtain Directory Assistance in determining telephone numbers and has the option of having an operator complete a call within the Local Calling Area or an Intra-LATA number as part of the call to the Directory Assistance operator.

There may be a charge assessed for DA Calls.

If the directory assistance operator provides an incorrect number, then the Company will not bill for the call or will give a credit equal to the charge. The call under such circumstances will not count against the customer's monthly call allowance.

The customer will be furnished up to 2 numbers per call to directory assistance.

Charges for DA are not applicable to inquiries received from public and semipublic telephones, or from telephone service furnished for the use of handicapped persons.

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**SECTION 3 - SERVICE OFFERINGS (Cont'd)**

**3.9 Analog Trunk Service**

Please see Buckeye Telesystem, Inc's Tariff M.P.S.C. No. 1 – U.

**3.10 Digital Trunk Service**

Please see Buckeye Telesystem, Inc's Tariff M.P.S.C. No. 1 – U.

**3.11 Integrated Service Digital Network (ISDN) – Basic Rate Interface**

Please see Buckeye Telesystem, Inc's Tariff M.P.S.C. No. 1 – U.

**3.12 Integrated Service Digital Network (ISDN) – Primary Rate Interface (PRI)**

Please see Buckeye Telesystem, Inc's Tariff M.P.S.C. No. 1 – U.

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**SECTION 3 - SERVICE OFFERINGS (Cont'd)**

**3.13 Operator Assistance/Service**

A customer may obtain the assistance of a local operator to complete local exchange or intra-LATA calls in the manner listed in this section. The total charge for each completed operator assistance call consists of two charge elements (unless otherwise provided herein). The first element is a fixed, one-time charge for the operator service often referred to as an operator surcharge. The fixed charges are not regulated by the Commission. The second element is a measured usage charge dependent on the duration and time of day of the serviced call.

**Third Number Billing:** Provides the Customer with the capability to charge a local or Intra-LATA call to a third number which is different from the called or calling party. The party responsible for the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

**Collect Calls:** Provides the Customer with the capability to charge a call to the called party. The called party has the option to refuse acceptance of charges in advance or when queried by the operator, upon the announcement of a collect call.

**Calling Cards:** Provides the Customer with the capability to place a call using a calling card of a Local Exchange Interexchange Carrier with or without the assistance of an operator.

**Person-to-Person:** Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

**Station-to-Station:** Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.

**General Assistance:** The Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information, and Customer Service 800 telephone numbers, but does not request the operator to complete the call.

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SECTION 3 - SERVICE OFFERINGS (Cont'd)

**3.13 Operator Assistance/Service (Cont'd)**

Busy Line Verification and Interrupt Service: Upon request of a calling party, the Operator will verify if a line is clear or in use and report to the calling party. The Operator will interrupt a call only if the calling party indicates an emergency and requests interruption. Separate charges apply for Verification and Verify and Interrupt.

National Directory Assistance Service: Company furnishes National Directory Assistance Service ("NDA") for the purpose of aiding subscribers in obtaining telephone numbers when a party in Michigan requests assistance in obtaining telephone numbers of subscribers outside the Local Calling Area or same numbering plan area from which the party is calling.

**3.14 Special Construction**

Please see Buckeye Telesystem, Inc's Tariff M.P.S.C. No. 1 – U.

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**SECTION 3 - SERVICE OFFERINGS (Cont'd)**

**3.15 Telecommunications Relay Service (TRS)**

Enables deaf, hard-of-hearing, or speech-impaired (handicapped) persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. Non-voice equipment will be provided by the Company, subject to availability, at rates based on the expenses incurred to provide the equipment.

**3.16 Individual Case Basis Arrangements (ICB)**

Please see Buckeye Telesystem, Inc's Tariff M.P.S.C. No. 1 – U

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**SECTION 3 - SERVICE OFFERINGS (Cont'd)**

**3.17 Customer-Owned Coin Operated Telephone Service (COCOTS)**

Please see Buckeye Telesystem, Inc.'s Tariff M.P.S.C. No. 1-U

**3.18 Caller Identification Services**

Please see Buckeye Telesystem, Inc.'s Tariff M.P.S.C. No. 1-U

**3.19 Business Group Dialing.**

Please see Buckeye Telesystem, Inc.'s Tariff M.P.S.C. No. 1-U

**3.20 Custom Calling Service**

Please see Buckeye Telesystem, Inc.'s Tariff M.P.S.C. No. 1-U

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**SECTION 3 SERVICE OFFERINGS (Cont'd)**

**3.21 Intra-LATA Pre-subscription Service**

**3.21.1 General**

Intra-LATA Pre-subscription is a procedure whereby a subscriber designates to Buckeye TeleSystem the carrier which the subscriber wishes to be the carrier of choice for intra-LATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Intra-LATA pre-subscription does not prevent a subscriber who has pre-subscribed to an intra-LATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intra-LATA toll carrier on a per-call basis. State Inter-LATA service is provided on this same basis. Intra-LATA Pre-subscription will become effective upon the initial offering of certified local exchange service.

**3.21.2 Intra-LATA Pre-subscription Options**

Option A: Subscriber may select Buckeye TeleSystem as the pre-subscribed carrier for intra-LATA toll calls subject to pre-subscription.

Option B: Subscriber may select her/his inter-LATA toll carrier as the pre-subscribed carrier for intra-LATA toll calls subject to pre-subscription.

Option C: Subscriber may select a carrier other than Buckeye TeleSystem or the subscriber's inter-LATA toll carrier as the pre-subscribed carrier for intra-LATA toll calls subject to pre-subscription.

Option D: Subscriber may select no pre-subscribed carrier for intraLATA toll calls subject to pre-subscription which will require the subscriber to dial a carrier access code to route all intra-LATA toll calls to the carrier of choice for each call.

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**SECTION 3 SERVICE OFFERINGS (Cont'd)**

**3.21 Intra-LATA Pre-subscription Service (Cont'd)**

**3.21.3 Rules and Regulations**

Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intra-LATA Pre-subscription.

Subscribers of record may change their selected option and/or their pre-subscribed intra-LATA toll carrier at any time subject to charges specified below.

**3.21.4 Intra-LATA Pre-subscription Procedures**

New subscribers will be asked to select an intra-LATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with Buckeye TeleSystem. Buckeye TeleSystem will process the subscriber's order for intra-LATA service, including notification to the Intra-LATA toll carrier. All new subscribers' initial requests for intra-LATA toll service pre-subscription shall be provided free of charge.

If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, Buckeye TeleSystem will read a random listing of all available intra-LATA carriers to aid the subscriber in selection. If selection still is not possible, Buckeye TeleSystem will inform the subscriber that he/she will be given 90 calendar days in which to inform Buckeye TeleSystem of an intra-LATA toll carrier pre-subscription selection free of charge. Until the subscriber informs Buckeye TeleSystem of his/her choice for intra-LATA toll carrier, the subscriber will not have a pre-subscribed intra-LATA toll carrier, but rather will be required to dial a carrier access code to route all intra-LATA toll calls to the carrier(s) of choice. Subscribers who inform Buckeye TeleSystem of a choice for intra-LATA toll pre-subscription within the 90-day period will not be assessed a service charge for the initial subscriber request.

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**SECTION 3 SERVICE OFFERINGS (Cont'd)**

**3.21 Intra-LATA Pre-subscription Service (Cont'd)**

**3.21.4 Intra-LATA Pre-subscription Procedures (Cont'd)**

Subscribers of record may initiate an intra-LATA pre-subscription change at any time subject to the charges specified in Section 4.1.2 and 4.2.3.2 of Tariff M.P.S.C. No. 1-U. If a customer of record inquires of Buckeye TeleSystem of the carriers available for intra-LATA toll pre-subscription, Buckeye TeleSystem will provide a listing of all available intra-LATA carriers to aid the subscriber in selection.

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**SECTION 3 SERVICE OFFERINGS (Cont'd)**

**3.21 Intra-LATA Presubscription Service (Cont'd)**

**3.21.5 Intra-LATA Pre-subscription Charges**

A. Application of Charges

After a subscriber's initial selection of a pre-subscribed intra-LATA toll carrier and as detailed above, for any change thereafter, an Intra-LATA Pre-subscription Change Charge (PIC-2) will apply.

B. Nonrecurring Charges

1. Rates specified in Section 4 of Tariff M.P.S.C. No. 1-U.

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**SECTION 3 SERVICE OFFERINGS (Cont'd)**

**3.22 976 Service**

Please see Buckeye Telesystem, Inc.'s Tariff M.P.S.C. No. 1-U

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**SECTION 4 – RATES AND CHARGES**

**4.1 Basic Local Exchange Service**

Service to be provided as defined in Section 3.7 of this tariff. Service charges under Section 4.2 of Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U also apply. Additional services are available under the Company's Tariff No. M.P.S.C. No. 1 – U.

**4.1.1 Local Business Line Service**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.1 Basic Local Exchange Service (Cont'd)**

**Residential Basic Line Service**

Bundled Package Prices			
	Single Play (Telephone service only)	Double Play (Telephone service plus either Internet or CATV video service offered by Buckeye CableSystem )	Triple Play (Telephone service plus Internet and CATV Video service offered by Buckeye CableSystem)
Basic 100 (Primary Basic Local Exchange Service)	\$14.50	\$14.50	\$14.50

Basic 100

Monthly Rate (exclusive of taxes and surcharges)	\$14.50
Each call over 100 in any month	\$ 0.04

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.2 Service Connection Charges**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

**4.3 Analog Trunk Service**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

**4.4 Digital Trunk Service**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

**4.5 Integrated Service Digital Network (ISDN) – Basic Rate Interface (BRI)**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

**4.6 Integrated Service Digital Network (ISDN) – Primary Rate Interface (PRI)**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.7 Directory Assistance**

Service to be provided as defined in Section 3.8 of this tariff.

Residential Call Allowance Per Month/Line: 0

Residential Call Allowance Per Month/Line: 0

After the applicable call allowance per month is met, each call to Directory Assistance will be charged at:

	<b><u>Rate</u></b>
Directory Assistance	
Each Local Call	\$1.75
National Directory Assistance Service per call	\$1.00

Directory Assistance Call Completion

	<b><u>Rate</u></b>
Rate Per Completed Call	\$.75

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

A credit will be given for calls to Directory Assistance as follows:

- The Customer experiences poor transmission or is cut off during the call, or
- The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative.

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5566 Southwyck Blvd., Toledo, OH 43614

Local Telephone Exchange Services

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.7.1 DIRECTORY LISTING CHARGES**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

**4.8 Operator Assistance/Service**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

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**SECTION 4 - RATES AND CHARGES (Cont'd)**

**4.9 Lifeline Program**

The lifeline program provides assistance for eligible Residential customers. For eligible Residential customers under the age of 65, the assistance available is the greater of \$12.35 per customer per month or 20% of the basic local exchange rate. For eligible customers over the age of 65, the assistance available is the greater of \$12.35 per customer per month or 25% of the basic local exchange rate, or the person must participate in one of the following federal assistance programs:

- (a) Medicaid.
- (b) Food Stamps.
- (c) Supplemental Security Income.
- (d) Federal public housing assistance.
- (e) Low-income home energy assistance program.
- (f) National school lunch program's free lunch program.
- (g) Temporary assistance for needy families.

**4.9.1 Eligible Customers**

Customers are eligible if the Customer's annual income does not exceed 150% of the federal poverty income standards as determined by the United States office of management and budget and as approved by the state treasurer.

**4.9.2 Toll Blocking Service**

Toll blocking service, by Customer choice, will be offered free of charge to lifeline Customer. Where a Customer voluntarily elects to receive toll blocking service, no deposit may be charged in accordance with Section 2.5.4 of this tariff.

**4.9.3 "Link Up"**

"Link up" is still offered to eligible Customers who waive the lesser of one-half (1/2) or \$30 of initial connections fees. The portion of connection fees which the lifeline customer must pay may be paid over a one-year period of time without interest charges.

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**SECTION 4 - RATES AND CHARGES (Cont'd)**

**4.10 Emergency Services**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

**4.11 Telecommunications Relay Service**

Telecommunications Relay Service enables hearing or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. 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.

**4.12 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. The promotional offerings will not exceed 90 days in a calendar year, but may be limited as to the date and times of the offerings and the locations where the offerings are made.

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**SECTION 4 - RATES AND CHARGES (Cont'd)**

**4.13 Telephone Directory**

For Customers who subscribe 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.

**4.14 Call Blocking Service**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

**4.15 Federal Communications Authorized Fees**

Federal Communications Commission authorized fees and/or Michigan Public Service Commission fees (e.g. end user-subscriber line charge; universal service; number portability) may be billed to customers as a part of local statements.

**4.16 Customer-Owned Coin Operated Telephone Service**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

**4.17 Custom Calling Services**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

**4.18 Intra-LATA Pre-subscription Service**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

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Local Telephone Exchange Services

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**SECTION 5 – Message Toll Service (MTS)**

Please see Buckeye Telesystem, Inc.'s Tariff No. M.P.S.C. No. 1 – U.

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## SECTION 6 – SERVICE AREAS

### 6.1 Local Calling Area

Calls originating from the Company's Service Area and terminating in the following Exchanges and Zones will be treated and charged as local calls. Calls made to a telephone number with an NPA NXX that is associated with the rate center that is within the customer's local calling area are local calls regardless of the physical location of the called party.

**Lambertville** – Erie, Lost Peninsula, North Sylvania, Temperance, Blissfield, Ida, Monroe, and Petersburg in Michigan, and Curtice-Oregon, Holland, Maumee, Perrysburg, Richfield Center-Berkey, Stony Ridge, Sylvania, Toledo, Metamora, Woodville, Haskins/Tontogany, Grand Rapids, Elmore, Luckey, Delta, Whitehouse, Swanton, Genoa, Moline, and Waterville in Ohio. N  
N  
N

**Lost Peninsula** – Erie, Lambertville, North Sylvania, Temperance, Blissfield, Ida, Monroe, and Petersburg in Michigan, and Curtice-Oregon, Holland, Maumee, Perrysburg, Richfield Center-Berkey, Stony Ridge, Sylvania, Toledo, Metamora, Woodville, Haskins/Tontogany, Grand Rapids, Elmore, Luckey, Delta, Whitehouse, Swanton, Genoa, Moline, and Waterville in Ohio. N  
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N

**North Sylvania** – Erie, Lambertville, Lost Peninsula, Temperance, Blissfield, Ida, Monroe, and Petersburg in Michigan, and Curtice-Oregon, Holland, Maumee, Perrysburg, Richfield Center-Berkey, Stony Ridge, Sylvania, Toledo, Metamora, Woodville, Haskins/Tontogany, Grand Rapids, Elmore, Luckey, Delta, Whitehouse, Swanton, Genoa, Moline, and Waterville in Ohio. N  
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**Temperance** – Erie, Lambertville, Lost Peninsula, North Sylvania, Blissfield, Ida, Monroe, and Petersburg in Michigan, and Curtice-Oregon, Holland, Maumee, Perrysburg, Richfield Center-Berkey, Stony Ridge, Sylvania, Toledo, Metamora, Woodville, Haskins/Tontogany, Grand Rapids, Elmore, Luckey, Delta, Whitehouse, Swanton, Genoa, Moline, and Waterville in Ohio. N  
N  
N

**Erie** – Erie, Lambertville, Lost Peninsula, North Sylvania, Blissfield, Ida, Monroe, and Petersburg in Michigan, and Curtice-Oregon, Holland, Maumee, Perrysburg, Richfield Center-Berkey, Stony Ridge, Sylvania, Toledo, Metamora, Woodville, Haskins/Tontogany, Grand Rapids, Elmore, Luckey, Delta, Whitehouse, Swanton, Genoa, Moline, and Waterville in Ohio. N  
|  
N

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5555 Airport Highway, Suite 110, Toledo, OH 43615

## SECTION 6 – SERVICE AREAS (Cont'd)

### 6.2 Description of Service Area (Cont'd)

The Company's Michigan Service Area consists of an area starting at the Michigan-Ohio State line at a point just east of Clark Road in Whiteford Township, Monroe County; northerly along this line to Sterns Road; westerly along Sterns Road to a point just west of Rodesiler Highway; north along this line to a point north of Weston Road; easterly along this line to Old US Highway 223; then north to Fike Road; east along Fike to the Monroe-Lenawee County line where it becomes Seegert Road; continuing east along Seegert and crossing Old US Highway 223 to Head-O-Lake Road; turning south paralleling Old US Highway 223 to a point north of Temperance Road; turning east to US 23; turning north along US 23 to School Road; turning east to Summerfield Road; turning north to a point just south of Morocco Road; turning east to Jackman Road; turning south to a point south of Rauch Road; turning east to Lewis Ave; turning north to Rauch Road; turning east along Rauch Road to Minx Road; turning south to East Sub Station Road; turning east to M 125; turning southwesterly along M 125 to Lavoy Road, thence east along Lavoy Road to a fiber termination point 6,160 feet east of M 125; returning west along Lavoy Road to M 125; continuing southwesterly along M 125 to the Michigan-Ohio State line; turning west along the State line to the starting point just east of Clark Road and the Michigan-Ohio State line. This outline includes virtually all of Bedford Township, and parts of Whiteford Township, Summerfield Township, Ida Township, and Erie Township in Monroe County, and parts of Riga Township in Lenawee County, Michigan. The service area designated above will also include all parcels abutting the above named roads forming the outside boundary of the service area.

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The service area also consists of an area in Erie Township known as Lost Peninsula. This is a small piece of Michigan land that is bordered on the west by the Ottawa River, on the north and east by Lake Erie, and on the south by Ohio. At no point is travel by land from the rest of Michigan to Lost Peninsula possible without first going into Ohio.

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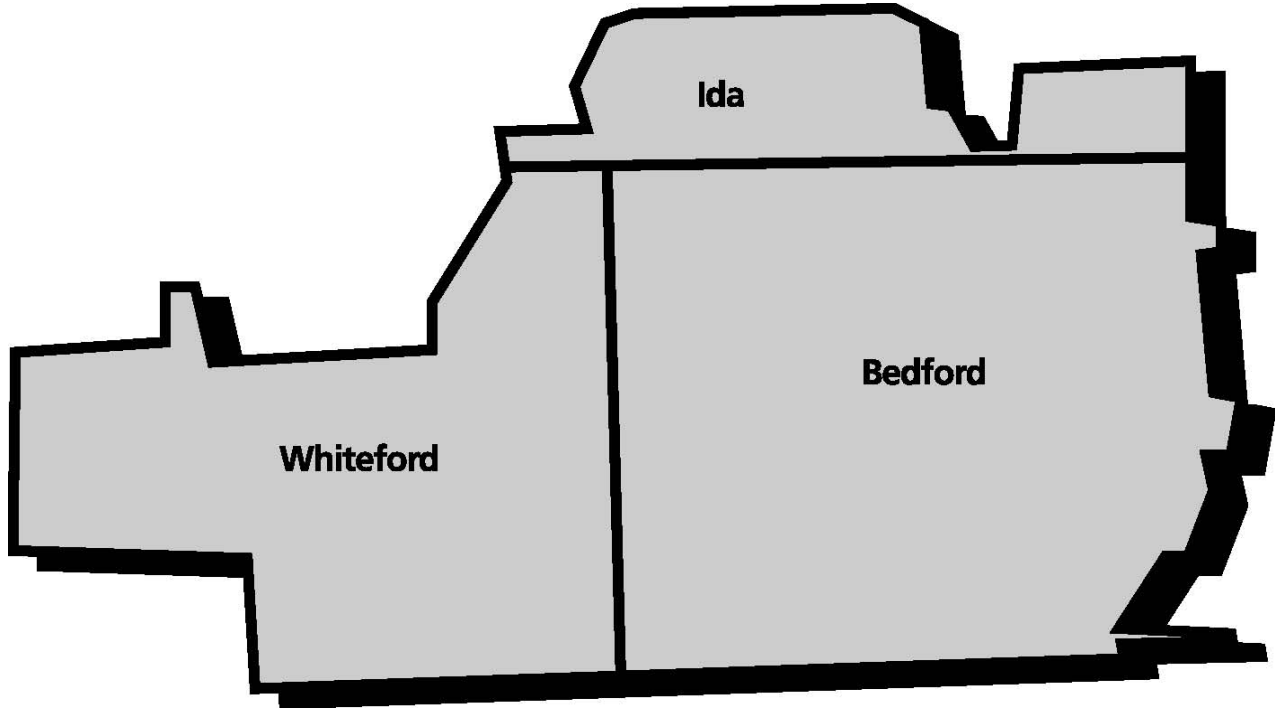
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**SECTION 6 – SERVICE AREAS (Cont'd)**

**6.3 Map of Service Area**



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