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END USER GENERAL REGULATIONS TARIFF

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Tariff Schedule Applicable to Resold and Facilities-Based  
Competitive Local Exchange Services Furnished by  
Block Line Systems, LLC  
Between Points Within the District of Columbia

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Issued Date: October 28, 2014

Effective Date: October 29, 2014

Issued By: Brian Rex  
Block Line Systems, LLC  
1645 West Chester Pike  
West Chester, PA 19382

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**CHECK SHEET**

The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

Page	Revision		Page	Revision		Page	Revision	
Title	Original	*	15	Original	*	29	Original	*
1	Original	*	16	Original	*	30	Original	*
2	Original	*	17	Original	*	31	Original	*
3	Original	*	18	Original	*	32	Original	*
4	Original	*	19	Original	*	33	Original	*
5	Original	*	20	Original	*	34	Original	*
6	Original	*	21	Original	*	35	Original	*
7	Original	*	22	Original	*	36	Original	*
8	Original	*	23	Original	*	37	Original	*
9	Original	*	24	Original	*	38	Original	*
10	Original	*	25	Original	*	39	Original	*
11	Original	*	26	Original	*	40	Original	*
12	Original	*	27	Original	*	41	Original	*
13	Original	*	28	Original	*	42	Original	*
14	Original	*						

\* - indicates those pages included with this filing

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**TABLE OF CONTENTS**

Check Sheet .....	1
Table of Contents .....	2
Tariff Format.....	4
Explanation of Symbols .....	5
Definitions.....	6
 Section 1. Application of Tariff .....	 8
 Section 2. Rules and Regulations.....	 9
2.1    Undertaking of the Company .....	9
2.2    Obligations of the Customer .....	9
2.3    Liability of the Company .....	13
2.4    Application for Service .....	16
2.5    Payment for Service.....	18
2.6    Customer Deposits .....	20
2.7    Customer Complaints and Billing Disputes.....	23
2.8    Allowance for Interruptions in Service.....	24
2.9    Taxes and Fees.....	25
2.10   Returned Check Charge .....	25
2.11   Special Customer Arrangements.....	25
2.12   Disconnection and Termination of Service.....	26
2.13   Unlawful Use of Service .....	29
2.14   Interference with or Impairment of Service.....	29
2.15   Telephone Solicitation by Use of Recorded Messages .....	30
2.16   Incomplete Calls .....	30
2.17   Overcharge/Undercharge .....	30
2.18   Notices .....	30
2.19   Emergency Calling .....	31

---

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---

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---

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---

**TABLE OF CONTENTS, (CONT'D.)**

Section 3. Description Of Services ..... 32

- 3.1 Local Exchange Service..... 32
- 3.2 Directory Listings ..... 35
- 3.3 Directory Assistance ..... 36
- 3.4 Miscellaneous Services..... 37
- 3.5 Caller ID Blocking..... 38
- 3.6 Special Pricing Arrangements – Individual Case Basis (ICB) ..... 40
- 3.7 Promotions ..... 40

Section 4. Rates and Charges ..... 41

- 4.1 Optional Features Rates ..... 41
- 4.2 Directory Listings Rates and Charges..... 41
- 4.3 Directory Assistance ..... 41
- 4.4 Miscellaneous Rates and Charges..... 42

---

**END USER GENERAL REGULATIONS TARIFF**

---

**TARIFF FORMAT**

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
  - 2.1.1.A.1.a
  - 2.1.1.A.1.a.1
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**EXPLANATION OF SYMBOLS**

(C) - To signify all other changes

(D) - To signify a decreased rate

(I) - signify an increased rate

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---

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---

**DEFINITIONS**

**Applicant**

Refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

**“Business Hours”**

Refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

**Carrier/Company**

Refers to Block Line Systems, LLC

**Commission**

Refers to the District of Columbia Public Service Commission

**Completed call**

Is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

**Customer**

Refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

**Delinquent or Delinquency**

Refers to an account for which payment has not been paid in full on or before the last day for timely payment.

**Hunting Service**

Refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

**“Local Access Transport Area ("LATA")”**

Refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

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---

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---

**DEFINITIONS, (CONT'D.)**

**Local Calling Areas**

Refers to the same local calling areas as Verizon. The Company incorporates those local calling areas herein by reference

**Nonrecurring Charges**

Refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

**Non-Published or Unlisted Service**

Refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

**Service**

Refers to any telecommunications service(s) provided by the Company under this tariff.

**Subscriber**

Refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

**Station**

Refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

**Tariffs**

Refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

**Telephone Numbers**

Refer to The North American Numbering Plan [NPA-NXX- XXXX] numbers assigned to the Company's Customers and used in conjunction with the Services provided pursuant to this tariff.

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---

**SECTION 1 - APPLICATION OF TARIFF**

1..1 Application of Tariff

- 1.1.1 This tariff governs the services provided by Block Line Systems, LLC that originate and terminate within the District of Columbia. Specific services and rates are described elsewhere in this tariff.
- 1.1.2 The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's services are available to business customers.

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---

**SECTION 2 - RULES AND REGULATIONS**

2.1 Undertaking of the Company

This tariff contains the regulations, rates and charges applicable to resold and facilities-based competitive local exchange services provided by the Company in the District of Columbia.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- A. he payment of all applicable charges pursuant to this tariff.
- B. Reimbursing the Company for 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's 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 space and power to operate the Company's facilities and equipment installed on the customer's premises.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

## 2.2.1 (Cont'd.)

- D. Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's 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 prior to any construction or installation work.
- E. 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- F. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- A. Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, 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 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.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.2 Obligations of the Customer (Cont'd)

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company- owned facilities and equipment.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- A. The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to the Company's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by the Company, shall not result in the imposition of any liability upon the Company.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.3 Liability of the Company (Cont'd)

## 2.3.1 (Cont'd.)

- B. Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- C. The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. the Company will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than the Company that furnishes services, facilities, or equipment used in connection with the Company's services or facilities.

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END USER GENERAL REGULATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.3 Liability of the Company (Cont'd)

2.3.1 (Cont'd.)

- D. EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, BLOCK LINE SYSTEMS MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- E. IN NO EVENT SHALL BLOCK LINE SYSTEMS BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.3.2 Limitation of Liability

- A. Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.3.3 Force Majeure

- A. Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.



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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.4 Application for Service

## 2.4.1 Minimum Contract Period

- A. Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- B. Except as provided in 2.4.2.A, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- C. The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

## 2.4.2 Cancellation of Service

- A. Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.4 Application for Service (Cont'd)

## 2.4.2 Cancellation of Service

- B. Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
1. The total costs of installing and removing such facilities; or
  2. The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- C. Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.
- D. The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.
- E. In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Payment for Service**

- 2.5.1 The Company will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within thirty (30) days of the Bill Date (the "Due Date").
- 2.5.2 Payments are past due if not received by the Company by the Due Date indicated on the bill. Any amounts past due will be subject to a late payment charge accruing at the rate of 1.5% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of access privileges to the Company's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by the Company in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non-payment.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.5 Payment for Service (Cont'd)

- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.6 Customer Deposits

- 2.6.1 The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. The amount of a deposit shall be the equivalent of the probable charge for service during a billing period based upon the average monthly charge over an estimated 12 month service period increased by one month's average bill. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. Customers who default in the timely payment of monthly bills may be required to furnish a deposit or increase their existing deposit in an amount sufficient to secure the payment of future bills. In the event that a customer, who has made a deposit, fails to pay a bill, the Company may apply such deposit as necessary to liquidate the bill and may require that the deposit be restored to its original amount.

The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company may determine whether a customer has established good credit with that utility, except as herein restricted:

- A. A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.6 Customer Deposits (Cont'd)

## 2.6.1 (Cont'd,)

- B. The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.
- C. No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

## 2.6.2 Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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END USER GENERAL REGULATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.6 Customer Deposits (Cont'd)

2.6.3 Interest on Deposits

Deposits held more than three months, shall accrue interest at a rate equal to the average yields on new six month Treasury Bills for the twelve (12) month period ending each September 30 shall be the amount of interest shall be consistent with the annual calculation as determined as notified by the Commission.

Interest payments shall be made at least once during each twelve (12) month period in which a deposit is held and will be applied as a credit on customer bills.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Customer Complaints and Billing Disputes**

- 2.7.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to the Company within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. The Company shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and the Company's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by the Company must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.
- 2.7.2 Any unresolved dispute may be directed to the Commission's Office of Consumer Services, which is located at 1333 H Street, NW, Room 600, East Tower, Washington, DC 20005, Telephone: (202) 626-5120.



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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.8 Allowance for Interruptions in Service

2.8.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.8.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Taxes and Fees**

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

**2.10 Returned Check Charge**

The charge for a returned check is \$25.00.

**2.11 Special Customer Arrangements**

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.12 Disconnection and Termination of Service

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

## 2.12.1 Disconnection of Service Without Notice

The Company shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud the Company or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

The Company will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If the Company is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. The Company may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.12 Disconnection and Termination of Service (Cont'd)

## 2.12.2 Disconnection of Service Requiring Notice

- A. The Company may disconnect or discontinue service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than ten (10) working days in which to remove the cause for disconnection:
1. For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system;
  2. For compliance in good faith with any governmental order or directive notwithstanding such order or directive subsequently may be held to be invalid;
  3. For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least ten (10) working days notice, in
  4. Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.
  5. Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

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Issued Date: October 28, 2014

Effective Date: October 29, 2014

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END USER GENERAL REGULATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2 Disconnection of Service Requiring Notice (Cont'd)

A. (Cont'd.)

6. Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.
7. Failure to meet the utility's deposit and credit requirements.
8. Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
9. Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

When the customer is a public utility under the Commission's jurisdiction, the Company will concurrently serve a copy of the notice of discontinuance on the Commission.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.13 Unlawful Use of Service

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

- A. An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- B. The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

## 2.14 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.15 Telephone Solicitation by Use of Recorded Messages

2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

## 2.16 Incomplete Calls

2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

## 2.17 Overcharge/Undercharge

2.17.1 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

## 2.18 Notices

2.18.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.19 Emergency Calling

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 3 - DESCRIPTION OF SERVICES****3.1 Local Exchange Service**

The Carrier's Local Telephone Service enables the Customer to:

**3.1.1 Place or receive calls to any calling Station in the local calling area, as defined herein;**

- A. Access basic 911 Emergency Service if available in the Customer's area;
- B. Where available, place or receive calls to 800 telephone numbers. The Carrier's service cannot be used to originate calls to other telephone companies' caller-paid information services (e.g., 900, 976).
- C. Toll Service

The Company's Basic Local Service neither includes direct-dialing distance calling nor any other toll services. Customer who desire intraLATA and interLATA toll service have the following options:

- A. Contracting directly with a long distance service provider;
- B. Using prepaid calling cards; or
- C. Using post-paid calling cards.

The Company will provide, at no additional charge, via Customer Service, information and counseling to its customers on how to obtain long distance service.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

## 3.1 Local Exchange Service, (Cont'd.)

## 3.1.2 Optional Services

- A. Call Forwarding - Allows calls to automatically ring to another phone number.
- B. Call Return - The Subscriber may return the last call to the Customer's telephone number by dialing a one or two-digit code.
- C. Call Waiting - Allows the Customer to be notified of an incoming call while the Customer is having a conversation with another party.
- D. Caller ID - Caller ID is an optional feature which allows the subscriber to see the telephone number of an incoming call displayed on the customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID service works only on calls which originate and terminate in central offices which are equipped and have SS7 connectivity. Caller ID is available to customers by monthly subscription only, which provides unlimited use of this service. The Caller ID box is not included in the rate for the monthly service fee.

The telephone numbers that will be displayed on a Caller ID subscriber's display unit include listed, non-listed and non-published telephone numbers. Telephone number that will not be displayed to the Caller ID subscriber are: (1) calls from customers who use Per-Call Blocking or Per-Line Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber, their display unit will notify them that the calling telephone number is unavailable.

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Issued Date: October 28, 2014

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

3.1 Local Exchange Service, (Cont'd.)

3.1.2 Optional Services, (Cont'd.)

- E. Non-Published Number - Allows the Customer to keep his local phone number out of the phone book or directory assistance.
- F. Speed Dial - The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two-digit code.
- G. Three-Way Calling - Allows the Customer to add a third party to a conversation.

3.1.3 Local Calling Areas

The Company will use the same local calling areas as Verizon. The Company incorporates those local calling areas herein by reference.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

## 3.2 Directory Listings

Carrier shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in Customer's exchange area of the Station number which is designated as Customer's main billing number.

3.2.1 Carrier reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of Customer is not impaired thereby. Where more than one line is required to properly list Customer, no additional charge is made.

3.2.2 Carrier may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of Carrier, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. Carrier, upon notification to Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.2.3 In order for listings to appear in an upcoming directory, Customer must furnish the listing to Carrier in time to meet the directory publishing schedule.

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

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END USER GENERAL REGULATIONS TARIFF

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

3.3 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

A Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges. Residential customers are eligible to place two (2) calls to Directory Assistance per line per month at no charge.

A credit will be given for calls to Directory Assistance when the Customer experiences poor transmission or is cut-off during the call, or when the Customer is given an incorrect telephone number. To obtain such a credit, the Customer must notify Carrier's Customer Service representative.

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END USER GENERAL REGULATIONS TARIFF

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

3.4 Miscellaneous Services

3.4.1 Service Reconnection

Allows for restoral of service after disconnection or for initiation of service subsequent to a customer location move.

3.4.2 Optional Feature Addition

Allows the customer to add an optional feature or features subsequent to initiation of basic service.

3.4.3 Promise to Pay

Allows a qualified Customer to obtain an extension of that Customer's billing due date for a period not to exceed 10 days. A qualified customer is one who has made at least one prior payment to the Company and has an outstanding balance of \$5.00 or less on his or her account.

3.4.4 Service Transfer

Allows for the initiation of service subsequent to a customer location move.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.5 Caller ID Blocking**

A calling party may block the passage of his/her telephone number, associated main listed name and voice back of calling identification information to users or subscribers to Optional Central Office Services which utilized Signaling System 7 (SS7) technology. Blocking will also prevent call completion through the use of Return Call Service.

Customers have two blocking options as follows:

**3.5.1 Per-Call Blocking**

Per-Call Blocking will prevent the display of Customers' telephone numbers on outgoing calls. This feature may be utilized at any time through the activation of a special code prior to dialing an outgoing call.

Per-Call Blocking is provided at no charge, and is automatically placed on all telephone lines by the Company.

Per-Call Blocking will not prevent the display of telephone numbers to 911 emergency service providers.

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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

## 3.5 Caller ID Blocking, (Cont'd.)

## 3.5.2 Per-Line Blocking

Customers requesting Per-Line Blocking will prevent the display of their telephone numbers on all outgoing calls. The Per-Line Blocking feature may be deactivated at any time by Customers on a call-by-call basis through the activation of a special code. Blocking will be deactivated for that outgoing call only. Per-Line Blocking is provided free of any recurring charge, but is a special feature which must be ordered by Customers.

The Company will initially install Per-Line Blocking at no charge. Requests to remove Per-Line Blocking on Customer lines will be completed at no charge. Subsequent requests to re-install Per-Line Blocking will be completed at prevailing Company non-recurring service order rates.

Per-Line Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

Customers who use either per-call blocking or line blocking may be unable to complete calls to Caller ID Number/Caller ID Name subscribers who have activated the Anonymous Call Rejection feature of Caller ID Number/Caller ID Name Service. If a customer using blocking calls a Caller ID Number/Caller ID Name subscriber who has activated Anonymous Call Rejection, he/she will hear an announcement that the Caller ID Number/Caller ID Name subscriber is not accepting blocked calls. There are several ways to complete a call to a Caller ID Number/Caller ID Name subscriber who has activated Anonymous Call Rejection: (1) place the call through an operator; (2) place the call using a calling card; or (3) place the call without blocking. Options (1) and (2) involve charges in addition to the cost of the call.



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**END USER GENERAL REGULATIONS TARIFF**

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Special Pricing Arrangements – Individual Case Basis (ICB)**

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements and the terms of such arrangements shall control over the terms set forth in this Tariff. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions.

**3.7 Promotions**

Carrier may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier.\

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**END USER GENERAL REGULATIONS TARIFF**


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**SECTION 4 - RATES AND CHARGES**

## 4.1 Optional Features Rates

	Monthly	One-Time Activation Fee
Call Forwarding	\$4.95	N/A
Call Return	\$1.00	N/A
Call Waiting	\$4.95	N/A
Non-Published Number	\$1.95	N/A
Speed Dial	\$1.95	N/A
Three-Way Calling	\$1.95	N/A
All Options Above	\$7.95	N/A
Caller ID	\$4.95	N/A

## 4.2 Directory Listings Rates and Charges

## 4.2.1 Non-Recurring Charges

Primary Listing (one number): N/C

## 4.2.2 Monthly Recurring Charges

Primary Listing (one number): N/C

## 4.3 Directory Assistance

## 4.3.1 Each call to Directory Assistance will be charged as follows:

Per call \$1.25

## 4.3.2 The customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges. Residential customers are eligible to place two (2) calls to Directory Assistance per line per month at no additional charge.

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 Issued Date: October 28, 2014

Effective Date: October 29, 2014

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

4.4	Miscellaneous Rates and Charges	
4.4.1	Service Reconnection Fee:	\$40.00
4.4.2	Optional Feature Addition Charge:	\$10.00
4.4.3	Promise to Pay Fee:	\$5.00
4.4.4	Transfer Fee:	\$5.00

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