

**Alpha Connect, LLC**

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

**Tariff MPSC No. 1(R)**

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Issued: March 8, 2016

Effective: March 9, 2016

By: David S. McCartney, General Manager 1901 West Ridge Street Suite 2, Marquette, MI 49855  
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Case No. U-16899 and January 26, 2012 in Case No. U-16899

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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.

**APPLICATION OF TARIFF**

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of end-user local exchange services by Peninsula Fiber Network, LLC, hereinafter referred to as the Company, to Customers within the State of Michigan. To the extent that this Tariff conflicts with the terms of an applicable service order, contract or agreement, such service order, contract or agreement shall supersede 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.

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

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

**Company** - Used throughout this Tariff to refer to Peninsula Fiber Network, LLC.

**Customer** – See End User.

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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.

**Exchange Access Line** - The 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.

**Holidays** - Holidays observed by the Company are New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day and Christmas Day. If a Holiday falls on a Saturday, the immediate preceding Friday will be treated as the Holiday and if a Holiday falls on a Sunday, the immediate following Monday will be treated as the Holiday, unless otherwise noticed.

**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)*.

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

**Service** – Local exchange service or basic local exchange service as defined in the Michigan Telecommunications Act and described in Section 3.7 of this Tariff.

**Tariff** – Means this Tariff MPSC No. 1(R).

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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 and other areas as defined here in.

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. The Company's obligation to furnish facilities and Service is dependent upon its ability to secure and retain: (i) without unreasonable expense, suitable space for its plant and facilities in the building where Service is or will be provided to the Customer; (ii) reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing Service therein; (iii) retain necessary network capacity on the Company's own network and facilities or service capacity of other carriers as required at the sole discretion of the Company.
- (C) The Company shall not be required to furnish facilities or Service where the circumstances are such that the proposed use of the facilities or Service would tend to adversely affect the Company's plant, property, service, or economic conditions, or at an address where the person responsible for an unpaid bill still resides at the address.

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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) 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. 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 contained in this Tariff unless terminated by either party. If no current rate is contained in this Tariff, service shall continue on a month-to-month basis at the rate stated in the service order.

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

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

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

- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this Tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This Tariff shall be interpreted and governed by the laws of the State of Michigan regardless of its choice of laws provision.
- (F) Intentionally left blank.
- (G) All ordinary expense of maintenance and repair in connection with service provided by the Company is borne by the Company unless otherwise specified. Unless otherwise specified, equipment and or wiring to the network interface furnished by the Company on Customers' premises shall be and remains the property of and must be installed, relocated, and maintained by the Company. Company agents and employees shall have the right to enter the premises at any reasonable hour for the purpose of installing, inspecting, or repairing the facilities, or for the purpose of disconnecting service.
- (H) Intentionally left blank.

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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.**

- (I) The Company may, where reasonably required in the operation of its business, substitute, change or rearrange any facilities, equipment, or software used in providing service. Customer will be responsible for the modification or alteration of Customer premises equipment rendered obsolete due to the substitution, change or rearrangement.
- (J) Customer is responsible for the payment of maintenance of service charge (premises work charge) for visits by a Company employee to Customer's premises when a service difficulty or trouble report results from the use of Customer equipment or system.
- (K) Customer must ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers.
- (L) Customer has no property right in telephone numbers. Telephone numbers may be changed by the Company in its reasonable discretion.

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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) To the maximum extent permitted by law, the liability of the Company to Customers or third parties for damages arising out of the furnishing of its Services, whether in contract, tort or otherwise, 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 third parties and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, reliance, special, consequential, exemplary, multiple or punitive damages (including without limitation, for any lost business opportunity or lost profits) to Customer or third parties 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) To the maximum extent permitted by law, the Company shall not be liable to Customer or third parties 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.

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**SECTION 2 - REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.4 Liability of the Company, cont'd.**

- (C) To the maximum extent permitted by law, the Company shall not be liable to Customers or third parties 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 to Customers or third parties, to the maximum extent permitted by law, 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. When the lines of other telecommunications providers are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of such other provider(s).
- (E) Explosive Atmosphere. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

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**SECTION 2 - REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.4 Liability of the Company, cont'd.**

- (F) The Company is not liable for any defacement of or damage to Customer or third party 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) Customer shall indemnify, defend and hold 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 Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. The Customer's duty to indemnify the Company shall include, but not be limited to, any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, and infringement of trademark, patent or copyright arising from the Customer's own communications.
- (H) In conjunction with a nonpublished telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will not be liable for the disclosure of a nonpublished telephone number.
- (I) **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.****2.1.4 Liability of the Company, cont'd.**

(J) With respect to emergency 911 service:

- (1) In addition to, and without limiting any other provision in this Section 2.1.4., with respect to 911 service, the Company is not liable for any losses, claims, demands, suits or any liability whatsoever, 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, or for any loss, damage or destruction of any property, whether owned by the Customer or others, unless otherwise provided by law (*e.g.*, MCL 484.1604).
- (2) The Company is not liable 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 emergency 911 service features and the equipment associated therewith, or information furnished by the Company 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 emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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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.**

- (J) With respect to Emergency 911 service (cont'd):
- (3) In conjunction with a nonpublished telephone number, the Company will not be liable for the disclosure of a nonpublished telephone number.
  - (4) When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the emergency 911 service upon request of such governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.
- (K) The Company's liability arising from errors or omissions in directory listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to Local Exchange Service affected during the period covered by the directory in which the error or omission occurs. In cases of charged directory listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error omission occurs.

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

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

**2.1.5 Service-Affecting Activities**

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

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**SECTION 2 - REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.6 Provision of Equipment and Facilities**

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

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**SECTION 2 - REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.6 Provision of Equipment and Facilities, cont'd.**

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

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**SECTION 2 - REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.7 Non-Routine Installation**

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

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**SECTION 2 - REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.8 Special Construction**

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

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

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this Tariff remains in the Company.

**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 a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (C) 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.

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**SECTION 2 - REGULATIONS, CONT'D.****2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

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

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**SECTION 2 - REGULATIONS, CONT'D.****2.3 Obligations of the Customer, Cont'd.****2.3.1 General, cont'd.**

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

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**SECTION 2 - REGULATIONS, CONT'D.****2.3 Obligations of the Customer, Cont'd.****2.3.1 General, cont'd.**

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

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**SECTION 2 - REGULATIONS, CONT'D.****2.4 Customer Equipment and Channels - Business Customers****2.4.1 General**

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

**2.4.2 Station Equipment**

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

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**SECTION 2 - REGULATIONS, CONT'D.****2.4 Customer Equipment and Channels - Business Customers, Cont'd.****2.4.3 Interconnection of Facilities**

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the channels, facilities, or equipment of others shall be provided at the Business Customer's expense.
- (B) 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) Customers 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 in this Tariff.

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**SECTION 2 - REGULATIONS, CONT'D.****2.4 Customer Equipment and Channels - Business Customers, Cont'd.****2.4.4 Inspections**

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

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

**2.5 Payment Arrangements**

**2.5.1 Nondiscriminatory Service**

The Company will not discriminate against nor penalize a Customer for exercising a right granted under this section or under applicable law.

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

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**SECTION 2 - REGULATIONS, CONT'D.****2.5 Payment Arrangements, Cont'd****2.5.3 Billing and Collection of Charges, Cont'd**

- (G) The date of rendition of the Company's bill for basic local exchange service shall be the date of physical mailing of the bill by the Company. If the last calendar day for remittance falls upon a Sunday, legal Holiday, or any other day when the offices of the provider regularly used for the receipt of payment of Customer bills are not open to the general public, then the payment date shall be extended through the next business day. The date of payment of remittance by mail is 2 days before receipt of the remittance.
- (H) At a minimum, each 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 toll service.
  - (6) An itemized statement of all taxes due.
  - (7) The total amount due.
  - (8) The address and telephone number of the provider, designating where the Customer may initiate an inquiry or informal complaint regarding the bill as rendered or the Service provided.

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**SECTION 2 - REGULATIONS, CONT'D.****2.5 Payment Arrangements, Cont'd****2.5.3 Billing and Collection of Charges, Cont'd**

- (I) Intentionally left blank.
- (J) Adjustment of charges will be made when billing errors are brought to the attention of the Company within two years after the date when the bill that the Customer seeks to adjust was rendered. No refunds will be made for billing errors that occurred more than two years before the date a Customer makes a written request for adjustment.
- (K) The Customer will be liable for net underbilled Service for two years from the date that the Service was provided or a bill for that Service was rendered, whichever is later. This limitation does not apply when the Service was obtained by the Customer by fraud or deception.
- (L) Late Payment Charge.
  - (1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge of:
    - (a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compound daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the company, or
    - (b) 0.000292 per day, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the company.
  - (2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
  - (3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

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**SECTION 2 - REGULATIONS, CONT'D.****2.5 Payment Arrangements, Cont'd.****2.5.4 Advance Payments**

The Company may require the prepayment of 1 billing period's charges for basic local exchange service as a condition of service. If a 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. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.
- (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) No deposit will be charged for lifeline Customer that voluntarily elects to receive toll blocking service.
- (E) 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 any required 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 3 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) 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.
  - (c) Refusal to grant access at reasonable times to equipment installed upon the premises of the Customer for the purpose of inspection, maintenance, or replacement;
  - (d) Misrepresentation of the Customer's identity for the purpose of obtaining basic local exchange service.
  - (e) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's Services.
  - (f) Any material violation of this Tariff.

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

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

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

**Part II Residential Customers, cont'd**

(A) Cont'd

(g) Any other unauthorized use or interference with basic local exchange service, by denying other Customers on the line an equitable proportionate use of the Service.

(B) Intentionally left blank.

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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 information required by law.

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

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

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

**Part II Residential Customers, cont'd**

- (D) 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.

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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**

- (E) 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.
- (F) Any payments required for Service restoration may be made by the Customer in any reasonable manner. Payment by personal check may be refused if the Customer has tendered payment in this manner and the check has been dishonored during the last 3 years, excluding bank error.
- (G) Before restoring Service, the Company at its option may require 1 or more of the following: (a) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider; (b) Payment of an amount provided by this Tariff for basic local exchange service restoration; and/or (c) A security deposit or payment guarantee.

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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.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, maintenance, taxes, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.7(A) through 2.5.7(C) will be calculated and applied on a case-by-case basis.

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**SECTION 2 - REGULATIONS, CONT'D.****2.5 Payment Arrangements, Cont'd.****2.5.8 Changes in Service Requested**

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

**2.6 Allowances for Interruptions in Service**

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

**2.6.1 Credit for Interruptions**

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff. An interruption period begins from the time the Customer's Service is reported or is found to be out of service. An interruption period ends when the Service, facility or circuit is operative. If the Customer reports a Service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. Only those lines on the interrupted portion of the circuit will receive a credit.

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**SECTION 2 - REGULATIONS, CONT'D.****2.6 Allowances for Interruptions in Service, Cont'd.****2.6.1 Credit for Interruptions, cont'd.**

- (C) Any credit for service interruption will be as set forth in any signed service order or related contract.

In the absence of a signed service order or related contract governing credits for service interruptions, credits for service interruption shall be determined as follows:

For service interruptions greater than 4 (four) hours, upon customer request an Outage Credit will be calculated and applied to that customer's bill in the following manner:

$$\begin{aligned} & \text{Monthly Charge per affected line} \\ & \text{multiplied by} \\ & (\text{Outage Hours} \div \text{the number of hours in a 30-day month}) \end{aligned}$$

An Outage Hour is deemed to begin once PFN receives notice from Customer that an outage has occurred and ends at earlier of: when Customer is able to use the service or Customer is notified by PFN that service has been restored.

An Outage Credit must be requested by Customer. Only Outage Credits in excess of \$3.00 in a month will be granted, and will be applied on Customer's next monthly invoice. Outage Credits equal to or less than \$3.00 per month will not be granted, nor will they carry forward to future months.

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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;
- (E) interruptions of service during a time period in which the Company provides a satisfactory replacement service; or
- (F) interruptions that are not verified as having been caused by the Company or its facilities or equipment.

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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.

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

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

**2.7.2 Residential Service Restoration**

When a Residential Customer's Basic Local Exchange Service has been shutoff in accordance with this Tariff, the Company will restore Service in accordance with Section 2.5.6.

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**SECTION 2 - REGULATIONS, CONT'D.****2.8 Intentionally left blank.****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.

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

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

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**SECTION 2 - REGULATIONS, CONT'D.****2.10 Transfers and Assignments**

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

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

**2.11 Notices and Communications**

- (A) The 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.
- (B) All notices or other communications required to be given pursuant to this Tariff will be in writing. 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.**

**2.12 Formal and Informal Procedures**

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

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

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

**2.12.1 Intentionally left blank.**

**2.12.2 Payment of Amount Not In Dispute**

- (A) If 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) If the Customer fails to pay to the Company the amount that is not in dispute, then the Company may shut off Service consistent with this Tariff.
- (C) If the dispute is ultimately resolved in favor of the Customer, in whole or in part, then any excess moneys paid by the Customer shall be refunded promptly, with simple interest paid at the rate paid on United States Savings Bonds, series EE.

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

**2.13 Customer Access to Information**

**2.13.1 Public Access To Rules And Rates**

The Company will keep on file, and provide public access to, a schedule of all rates and service charges at all of its offices that are open to the general public.

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

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

**2.13.2 Telephone Directories and Information**

The Company will comply with all applicable law regarding the publication of electronic or paper directories.

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**SECTION 3 - SERVICE OFFERINGS****3.1 General**

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

**3.1.1 Application of Business and Residential Rates**

- A. The determination as to whether Service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, Service is classified as Residential.
- B. Business rates apply at the following locations, among others:
1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
  3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no Service at business rates at another location.
  4. In any residence location where there is substantial business use of the Service and the Customer has no Service at business rates.

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**SECTION 3 - SERVICE OFFERINGS****3.1 General, Cont'd.****3.1.1 Application of Business and Residential Rates, Cont'd.**

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

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

**3.2 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 measured 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 the earlier of 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 of the calling party.

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

**3.3 Types of Services Offered**

Section 3.7 of the Tariff contains a general description of the Services offered by the Company and the rates applicable to each Service. The Company 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, 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 Services offered are:

Basic Local Exchange Service, consisting of:

Business Basic Line Service  
Residential Basic Line Service

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**SECTION 3 - SERVICE OFFERINGS, CONT'D.****3.4 Basic Local Exchange Service**

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company's switching network which enables the Customer to:

- a) access local dial tone and 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 to the Company's business office for Service related assistance;
- e) access toll-free telecommunications Services such as 800 NPA; and access toll-free emergency services by dialing 9-1-1;
- f) access relay services for the hearing and/or speech impaired;
- g) access community resource information and referral answering points by dialing the telephone digits 2-1-1, where available.

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.

Individual line residence and business Service is comprised of Exchange Access Lines.

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

**3.5 Local Directory Assistance Service**

The Company furnishes Local Directory Assistance Service (LDA) for the purpose of aiding subscribers in obtaining local telephone numbers through arrangements.

Charge per call after allowance      TBD

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**SECTION 3 - SERVICE OFFERINGS, CONT'D.****3.6 IntraLATA and InterLATA Presubscription**1. General

IntraLATA and InterLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA and InterLATA 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. IntraLATA and InterLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA or InterLATA toll carrier on a per-call basis.

2. The Company will provide IntraLATA and InterLATA presubscription in compliance with applicable law.

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

**3.6 IntraLATA and InterLATA Presubscription (Cont'd)**

3. Regulations

Subscribers of record on the effective date of this Tariff 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 intraLATA presubscription.

Subscribers may change their selected option and/or their presubscribed intraLATA toll carrier at any time.

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**SECTION 4 - RATES AND CHARGES**

**4.1 Basic Local Exchange Service**

Service to be provided as defined in Section 3.4 of this Tariff. Service charges under Section 4.2 also apply.

**TBD**

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

**4.2 Service Charges**

**TBD**

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**SECTION 4 - RATES AND CHARGES, CONT'D.****4.3 Lifeline Program****4.3.1 Description**

1. Lifeline applies discounts to monthly recurring rates for qualifying residential customers. These discounts are applied to existing rates and charges for residential telephone service.
2. To be eligible for Lifeline, a residential customer's annual household income must be at or below 150% of the poverty level, as determined by the U.S. Department of Health and Human Services and as approved by the State treasurer, or the person must participate in one of the following programs:
  - Medicaid
  - Supplemental Nutrition Assistance Program (SNAP) - Food Stamps
  - Supplemental Security Income (SSI)
  - Federal Public Housing Assistance/Section 8
  - Low Income Home Energy Assistance Program (LIHEAP)
  - National School Lunch Program's free lunch program
  - Temporary Assistance for Needy Families (TANF) aka Family Independence Program

In addition to the criteria above, applicants residing on Tribal Lands (referenced in Title 25 Code of Federal Regulations, Section 20.1, paragraph (v)) may also qualify if they participate in one of the following federal assistance programs:

- Bureau of Indian Affairs general assistance
- Tribally administered Temporary Assistance for Needy Families (TANF)
- Head Start (must meet program's income qualifying standard)
- Food Distribution Program on Indian Reservations

Applicants residing on tribal lands must sign under penalty of perjury that he/she resides on a reservation, as defined in Title 25 Code of Federal Regulations, Section 20.1, paragraph (v), and receives benefits from at least one of the programs referenced above. The Tribal Lands Applicant also must agree to notify the Company if they cease to participate in the program.

3. Other services can be provided with Lifeline at applicable rates and charges.

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

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**4.3 Lifeline Program (Cont'd)****4.3.1 Description (Cont'd)**

4. Proof of eligibility will be required for all initial lifeline applicants and all lifeline recipients will be required to re-certify every year.

**4.3.2 Regulations**

1. Regulations specified elsewhere in the Company's tariffs apply to Lifeline.
2. Lifeline is available only with residence services, excluding foreign exchange service. Lifeline is limited to a single subscription per household where household is defined to be any individual or group of individuals who are living together at the same address as one economic unit. For the purposes of this rule, an economic unit consists of all adult individuals contributing to and sharing in the income and expenses of a household.
3. A miscellaneous service charge does not apply when Lifeline is added or discontinued to existing service when that is the only work being done.
4. The Lifeline plan will apply after receipt and processing of a completed Lifeline application, including documentation indicating that the household income meets the eligibility standards established above.
5. Customers of Lifeline must notify the Company of any changes which would affect qualification. Recertification of eligibility will take place on an ongoing basis. When the customer is no longer eligible for Lifeline service, the Lifeline discount will be discontinued and regular rates and charges will apply.

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

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### 4.3 Lifeline Program (Cont'd)

#### 4.3.2 Regulations (Cont'd)

6. As a participant in Lifeline, customers are eligible to receive toll blocking service at no charge. This service will only be provided at the customer's request. Toll blocking service is defined as a central office service that restricts access to the network. Toll blocking is provided where facilities permit and will not allow 1+, 0+, 0-, 101XXXX, 900, or interzone calls to be completed. Toll blocking does not restrict local calls, calls to intraNPA directory assistance, telephone repair service, 911, or calls to 800 or 950 numbers.
7. Local service deposit requirements will be waived for customers who voluntarily receive Toll Blocking Service.
8. Participants in Lifeline shall not be disconnected from local service for nonpayment of toll charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline and have previously been disconnected for nonpayment of toll charges.

#### 4.3.3 Monthly Rates and Discounts

The discount on the monthly rate for residence exchange service for qualified Lifeline customers shall be \$9.25. Credits are applied to the end user's basic local exchange service. At no time shall the total Lifeline credit exceed the sum of the enduser common line charge, if any, and the basic local exchange rate. The discount on the monthly rate for residence exchange service for qualified Lifeline customers 65 years of age or more shall be 25% of the rate for basic service, or \$9.25, whichever is greater. Credits are applied to the end user's basic local exchange service. At no time shall the total Lifeline credit exceed the sum of the end-user common line charge and the basic local exchange rate. Qualified participants residing on tribal lands will receive, in addition to the discounts listed above, an additional federal approved reduction of up to \$25.00 applied to the monthly local service rate, plus applicable Tribal Link Up discounts as set forth in 47 CFR 54.413, or substantially similar regulation.

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**SECTION 4 - RATES AND CHARGES, CONT'D.****4.4 Emergency Services**

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 service includes lines and central office features necessary to provide the capability to route a call to a selective router or enhanced service routing proxy.

**4.5 Telecommunications Relay Service**

Telecommunications Relay Service enables hearing-impaired 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.

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**SECTION 4 - RATES AND CHARGES, CONT'D.****4.6 Call Blocking Service**

Call Blocking Service is a Service which provides Customers with the capability to block originating calls to the 1-900 calling networks or 976 services. When Call Blocking Service is requested, all originating calls to 900 numbers nationwide will be blocked. Calls to a 976 service will also be blocked. Customers with Call Blocking Service attempting to dial a 900 number from a restricted line will reach an intercept announcement. Call Blocking is provided at no charge.

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**SECTION 4 - RATES AND CHARGES, CONT'D.****4.7 Rates By Individual Contract Basis (ICB)**

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's Services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and Services, the costs of construction and operation, the volume of traffic, the length of Service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be set forth in individual Customer contracts.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies and other telecommunications carriers incurred by or on behalf of the Customer in establishing and maintaining Service.

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

**4.8 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.

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**SECTION 5 - SERVICE AREAS**

**5.1 Legal Descriptions and Maps**

The Company is licensed to provide Service in areas served by the Incumbent Local Exchange Carriers (ILEC) listed in this Section 5. The Company’s provision of Service in the areas listed in this Section 5 is subject to availability of facilities and equipment. The Company hereby mirrors the Map and Legal Description tariffs of the exchanges, by Incumbent Local Exchange Carrier, listed below to identify its Service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the MPSC for approval.

<b>Exchange/Zone</b>	<b>Incumbent Local Exchange Carrier</b>
Escanaba	AT&T Michigan
Iron Mountain	AT&T Michigan

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## 5.2 Local Calling Areas

Local Calling Area for Upper Peninsula Exchanges: All Customers located in exchanges within the 906 Area Code as of May 1, 2007, shall have originating local calling to all exchanges within the 906 Area Code as of May 1, 2007.

Local Calling Area for other exchanges: To be determined.

## 5.3 List of Cities, Villages, and Townships

The following list of exchanges and zones shows, by County, the incorporated cities, villages and townships which are wholly or partly within the assigned area of each exchange or zone. (Villages are indicated by "Vill" and Townships are indicated by "Twp." In Section 5.3.3, cities and villages are combined as "City/Vill".) This

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list may include information pertaining to exchanges in which the Company is not licensed to provide Service, but such information is included in the event of possible future expansion.

**5.3.1 Traditional AT&T Michigan Exchanges**

ESCANABA EXCHANGE

Delta County

City Escanaba  
Twp Bark River  
Twp Escanaba  
Twp Ford River  
Twp Wells

Menominee County

Twp Cedarville

IRON MOUNTAIN EXCHANGE

Dickinson County

City Iron Mountain  
City Kingsford  
Twp Breitung

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