

September 18, 2020

Ryan McAnany
Acting Director, Telecommunications Division
Michigan Public Service Commission
7109 W. Saginaw Hwy.
P.O. Box 30221
Lansing, MI 48909

RE: Upper Peninsula Telephone Company Tariff M.P.S.C. No. 7R
TAM Transmittal No. 1

Dear Mr. McAnany:

Enclosed is a copy of TAM's transmittal of revisions to Upper Peninsula Telephone Company Tariff M.P.S.C No. 7R pursuant to PA 179 of 1991, as amended, MCL 484.2101 et seq. This filing does the following:

1. Eliminates the duplicate listing of exchanges and the villages, townships, and counties in which they are located. These listings appear in Upper Peninsula Telephone Company Tariff M.P.S.C. No. 1R;
2. Eliminates the definitions of terms which are no longer used;
3. Revises the language pertaining to ownership, maintenance, and repairs of equipment and facilitates to clarify that Company responsibility extends only up to and including the point of the network interface;
4. Revises the provisions concerning customer advance payments and deposits;
5. Provides that the adjustment of charges for billing errors may not exceed a period of one year prior to the date the adjustment was requested, and the adjustment may be made in the form of a refund or bill credit at the option of the Company;
6. Provides that cancellation of service may be made 3 days after written notice to the customer; and
7. Eliminates certain obsolete provisions on facilities agreements and extension of facilities charges.

Upper Peninsula Telephone Company Tariff M.P.S.C. No. 7R and the sheets that contain changes can be viewed <http://www.telecommich.org/mbs>. The effective date of these changes is September 21, 2020.

If you have any questions regarding the above, please contact our office.

Yours truly,

A handwritten signature in black ink that reads "Scott Stevenson". The signature is written in a cursive style with a prominent initial "S".

Scott Stevenson
President

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By: Bruce Moore, President, 397 US 41 N, Carney, Michigan 49812-0086, 906-639-5000

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LOCAL TELEPHONE EXCHANGE SERVICE

INDEX OF EXCHANGES SHOWING INCORPORATED VILLAGES,
TOWNSHIPS, AND COUNTIES WITHIN THE EXCHANGE SERVICE AREA

(D)

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GENERAL REGULATIONS

DEFINITIONS (Continued)

Principal Central Office

The term "Principal Central Office" refers to the central office in a single office exchange or to that office (usually the toll office) of a multi-office exchange which is designated as such for the purpose of measuring local and interexchange channel mileages.

Private Branch Exchange

A "Private Branch Exchange", or Private Branch Exchange System, is an arrangement of equipment consisting of a switchboard with an operating telephone situated on a customer's premises, stations connected with the switchboard, and connected by trunks with a central office, providing for intercommunication between those stations, and for communication with the general exchange system of the Telephone Company and for toll service.

Service Point

The term "Service Point" when used in connection with interexchange mileage measurements denotes the rate center of the exchange in which the station of the customer is located. Where a station is not located in an exchange the location of the station is considered to be the rate center for the purpose of this definition.

Serving Central Office

The term "Serving Central Office" denotes the central office from which a customer or authorized user would normally be served for local exchange telephone service.

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Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, out of service, delays, or errors, or other defects, representation, or use of the services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, omission, interruption, delays, or errors, or defect in transmission occurs. The extension of such amount shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, actions, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the company's employees.
- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) Explosive Atmosphere. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.

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

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GENERAL REGULATIONS

PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES

E. OWNERSHIP OF COMPANY-PROVIDED LINES AND EQUIPMENT

1. Equipment, instruments and lines furnished by the Telephone Company on the premises of a customer, authorized user, or agent of the Telephone Company up to and including the point of the network interface, are the property of the Telephone Company and are provided upon the condition that such equipment, instruments and lines must be installed, relocated and maintained by the Telephone Company, and that the Company's agents and employees may enter said premises at any reasonable hour for the purpose of installing, inspecting or repairing the instruments and lines or for the purpose of making collections from coin boxes or upon termination or cancellation of the service for the purpose of removing such instruments and lines. (C)
2. Equipment furnished by the Telephone Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof excepted.
3. In case of damage, loss or destruction of any of the Company's instrumentalities while in the possession of the customer or authorized user and not due either to ordinary wear and tear or to fire, storm or other like casualty, the customers shall be responsible for the value of the equipment lost or destroyed, or for the cost of restoring the equipment to its original condition, as the case may be.

F. MAINTENANCE AND REPAIRS

1. All expense of maintenance and repair, in connection with equipment, facilities and services furnished by the Telephone Company, up to and including the point of the network interface, unless otherwise specified herein or elsewhere in the Telephone Company's Tariffs, is borne by the Telephone Company. (C)
2. A customer (or authorized user) may not rearrange, disconnect, reconnect, remove or attempt to repair, or permit others to rearrange, disconnect, reconnect, remove or attempt to repair any instruments, apparatus or wiring furnished or owned by the Telephone Company, except upon the written consent of the Telephone Company. Where it is found that unauthorized work has been done by the customer, authorized user or his agents, charges will be made as if the work had been done by the Telephone Company.

GENERAL REGULATIONS

PAYMENTS AND DEPOSITS

A. PAYMENT PROVISIONS

1. The customer shall pay for services and facilities monthly in advance except as otherwise provided elsewhere in the Telephone Company Tariffs - and shall pay for local messages in excess of the allowance (on message rate service), toll messages (including charges for messenger service), Teletypewriter Exchange Service messages, and moves and changes when billed.
2. The customer assumes responsibility for all charges on messages originating at equipment contracted for by him and for messages received on which the charges have been reversed with the consent of the person answering the telephone, unless another party assumes responsibility for payment of a call under an arrangement mutually agreeable to the Telephone Company and the other party.
3. Charges are payable at the Telephone Company's Business Offices or at any agencies duly authorized to receive such payments.
4. Charges for a fractional part of a month are computed on the basis of a thirty-day month.

B. ADVANCE PAYMENTS

1. Applicants may be required to pay at the time the application is made all Special Construction Charges - except in the case of Federal, State, or Municipal governmental agencies. (C)

C. DEPOSITS

(D)

GENERAL REGULATIONS
PAYMENTS AND DEPOSITS

C. DEPOSITS (Continued)

(D)

(D)

D. ADJUSTMENT OF CHARGES

1. Services Under Written Contract

Adjustments of charges will be made when billing errors are brought to the attention of the Company. The adjustment (additional billing or refund) will be determined from records and may not exceed a one year period prior to the date a request for adjustment was made. The adjustment may be in the form of a refund or bill credit at the option of the Company.

(C)

2. All Other Services

- (a) All services supplied will be billed within one year. In the adjustment of charges because of errors in billing within one year from the date the billing inquiry was initiated, correction will be made in the full amount for that period of time.
- (b) No customer will be liable for net under-billed service after one year except when the service was obtained by the customer by fraud or deception. Correction of billing errors will be made for the period over one year from the date the billing inquiry was initiated to determine a net refund due the customer during this period of time. This refund will be paid together with interest at the rate established for credit deposits.

GENERAL REGULATIONS
DISCONTINUANCE OF SERVICE FOR CAUSE

A. GENERAL

1. For cause as provided herein and without incurring any liability, the Telephone Company either temporarily discontinues the furnishing of a service or facility to a customer or terminates the contract.
2. Where service is so terminated on the initiative of the Telephone Company, the regulations covering termination charges apply as in the case of termination of service at the customer's request.

B. CANCELLATION AFTER WRITTEN NOTICE

1. Under any of the following conditions in (a) through (j), discontinuance or termination by the Telephone Company may be made three (3) days after furnishing a written notice by first class mail to the customer or his agent at the address to which bills for the service or facility are sent, or personally served at least 3 days prior to the date of the proposed discontinuance. Service of notice by mail is complete upon mailing, unless proven otherwise. A telephone utility shall maintain an accurate record of the date of mailing: (C)
(C)
 - a. Nonpayment of a delinquent account.
 - b. Failure to post a cash security deposit or other form of guarantee.
 - c. Unauthorized interference with or use of the telephone utility service situated on or about the customer's premises.
 - d. Failure to comply with the terms and conditions of a Settlement Agreement.
 - e. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement.
 - f. Misrepresentation of identity for the purpose of obtaining telephone utility service.
 - g. Improper use of a party line service, including interference with an equitable proportionate use of the service by other customers on the line.
 - h. Violation of any other rules of the telephone utility on file with, and approved by, the Commission, which adversely affects the safety of the customer or other persons or the integrity of the utility's telephone system.
 - i. In the event the character of use of a service is not in accordance with the class of service contracted for, and the customer refuses to contract for a proper class of service.
 - j. The use of service or facilities of the Telephone Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.

CONSTRUCTION REGULATIONS
CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES
EXTENSION OF LINE FACILITIES

B. EXTENSION LINE FACILITY CHARGES

1. GENERAL

a. Refundable

1. The facility charge applies to anyone who requests an extension of line facilities that requires cabling beyond the standard allowance (1000 feet) (A.1.a.). Based on cost, charges will apply for cable in excess of the standard allowance.
2. The facility charges may be waived if the construction of the line extension is being financed by borrowing funds through the Rural Electrification Administration.

2. FACILITIES AGREEMENT

3. The facility charge will be based on cost for cable and based on cost for service wire for extensions in excess of the standard allowances. All distribution facilities so constructed shall be the property of the Telephone Company.

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CONSTRUCTION REGULATIONS
CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES
EXTENSION OF LINE FACILITIES

C. REFUNDS OF EXTENSION LINE FACILITY CHARGE

(D)

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CI. CONSTRUCTION CHARGES, SPECIAL

1. Special charges, based on cost in the form of installation charges, or both, are applied in addition to the usual service connection charges and monthly rates when, because of the unusual investment or expense, the revenue does not reasonably compensate the Company - when the facilities are provided beyond the standard allowance, when conditions require the provision of special equipment or unusual plant construction, installation or maintenance, or when the customer's location requires annual payment for licenses or agreement for the use of public or private land.
2. Except as specified, title to all construction provided wholly or partly at a customer's expense is vested in the Company.
3. The cost to the Company for attachments to structures of other companies, made in lieu of providing construction for which the customer would be charged under the provisions hereof, is borne by the customer. The customer is required to pay construction charges made by another company providing facilities connecting with the facilities of the Company.

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