

January 26, 2018

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

Dear Ms. Ancona:

RE: Winn Telecom Tariff M.P.S.C. No. 1(R) TAM Transmittal No. 6

Enclosed is one copy of TAM Transmittal No. 6 to Winn Telecom's Tariff M.P.S.C. No. 1(R) revisions for filing with the Commission pursuant to Public Act 179 of 1991, as amended, MCL 484.2101 et seq.

This Transmittal makes the following changes:

- (1) Clarifies the application of the tariff;
- (2) Incorporates by reference certain additional provisions and addenda to the Terms and Conditions of service which can be found on the Company's website or obtained upon written request;
- (3) Incorporates by reference the Company's "Acceptable Use Policy" into the Terms and Conditions of service;
- (4) Adds a provision for the "grandfathering" of services which are no longer offered for new customers or installations;
- (5) Eliminates references to "Business" Customers in tariff provisions which apply to all classes of customers;
- (6) Provides the Customer shall be responsible for the payment of service charges for the performance of any work necessitated by the use of facilities or equipment on the Customer's Premises not provided by the Company;
- (7) Clarifies the responsibility of the Customer for the provision of inside wiring or cable to connect the Customer's terminal equipment to the Company Point of Connection (Network Interface);
- (8) Revises the bill rendering and bill due dates to the 15<sup>th</sup> of the month and the 5<sup>th</sup> of the following month, respectively;
- (9) Provides that the adjustment of charges for erroneous billing or overbilling by the Company shall be limited to a period of one year prior to the Customer's request for an adjustment;
- (10) Eliminates obsolete references to various MPSC Rules which have been rescinded or are no longer in effect;
- (11) Provides for the discontinuance of service if there is a breach by the Customer of any agreement for service with the Company;
- (12) Clarifies the manner in which a service interruption period is calculated for purposes of a credit allowance for a service interruption;
- (13) Revises the conditions under which a Business Customer's service may be restored following shut off or discontinuance;
- (14) Clarifies the termination liability in the event the Customer cancels a Service Order or terminates service before the end of the term of any Agreement for service;
- (15) Authorizes the Customer to designate the methods and addresses to be used by the Company for the delivery of notices and communications to the Customer;
- (16) Revises the procedures used by the Company to resolve informal Customer complaints;
- (17) Revises the Directory Listings which will be provided by the Company at no additional charge to the Customer;
- (18) Provides for the elimination of "Winn Dial Service" which is no longer offered to any Customer;
- (19) Provides for the elimination of a free call allowance for Directory Assistance service and revises the rate for such service to \$3.99 per call;
- (20) Provides for the default to the Company of a subscriber's initial inter and intraLATA toll presubscriptions, unless the subscriber selects a different toll service provider;
- (21) Provides that monthly and usage rates and all service charges for Basic Local Exchange Service, on both a

facilities and resale basis, are now established on an individual contract basis ("ICB") for all categories of Customers;

- (22) Provides that Expanded Local Calling, where available, is grandfathered for all existing customers;
- (23) Revises the duty to provide a Telephone Directory to the Customer to be consistent with current law;
- (24) Deletes the provision of Promotional Offerings;
- (25) Provides for the "grandfathering" of all resold Basic Local Exchange Service to existing Customers;
- (26) Provides for the elimination of Direct Inward Dialing (DID) and Direct Inward/Outward Dialing (DIOD) on a resale basis;
- (27) Changes the tariff references to certain entities to reflect the acquisition by Frontier Communications of the Michigan exchanges of Verizon North and Contel of the South.
- (28) Provides that Selection Call Rejection/Call Blocking (other than free 900/976 call blocking required by applicable law) is available for a charge to be determined on an ICB basis.

Winn Telecom's Tariff M.P.S.C. No. 1(R) can be viewed in its entirety at <u>http://www.telecommich.org/winn-telecom</u>.

The sheets that contain changes can be viewed at: <u>http://www.telecommich.org/winn-telecom</u>.

The effective date of these changes is January 29, 2018.

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

Yours truly,

Scott Stevenson President

SS/ma

The pages of this tariff, as listed below, are effective as of the date shown. Sheets with the effective date blank are effective as of May 1, 2008, the original effective date of this tariff. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

SECTION	PAGE	REVISION	EFFECTIVE DATE
Preface	1	7th	January 29, 2018*
	1.1	2nd	<b>January 29, 2018*</b>
	3	2nd	January 29, 2018*
0 1	1		June 15, 2016
Section 1	2	1st	June 15, 2016
Section 2	1	1st	June 15, 2016
Section 2	2	1st	<b>January 29, 2018*</b>
	3	2nd	January 29, 2018*
	3.1	2nd	January 29, 2018*
		Original	June 15, 2016
	4	1st	January 29, 2018*
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	7	3rd	June 15, 2016
	8	1st	<b>January 29, 2018*</b>
	9	3rd	June 15, 2016
	10	1st	June 15, 2016
	11	1st	January 29, 2018*
	12	2nd	January 29, 2018*
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	15	1st	June 15, 2016
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	18	2nd	January 29, 2018*
	19 20	2nd	June 15, 2016
	20	2nd	January 29, 2018*
	21	2nd	January 29, 2018*
	22	2nd	January 29, 2018 January 29, 2018*
	23	3rd	•
	24	3rd	January 29, 2018* January 20, 2018*
	25 26	2nd	January 29, 2018*
	26	3rd	January 29, 2018*
	27	1st	January 29, 2018*
	28	3rd	January 29, 2018*
	29	3rd	January 29, 2018*

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\*NOTE: Content on this page previously appeared on Tariff M.P.S.C. No. 1, Preface, Original Page 1.

Section 2 (Contid)	20	1st	1 15 001/
Section 2 (Cont'd)	30	1st	June 15, 2016
	31	3rd	June 15, 2016
	32		January 29, 2018*
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Section 3		1st	
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Section 4F	1	2nd	January 29, 2018*
	1.1	2nd	January 29, 2018*
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	1.2	1st	May 20, 2016
	1.3	1st	May 20, 2016
	1.4	1st	May 20, 2016
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(N)

# **APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Winn Telephone Company d/b/a Winn Telecom OCN 0127, (C) hereinafter referred to as the Company, to customers within the State of Michigan.

Local Telephone Exchange is that of furnishing facilities for telephone intercommunication between customers (N) within a Local Service Area.

The provision of service is subject to regulations specified in the M.P.S.C. Tariffs of the Telephone Company, which tariffs as they now exist or as they may be revised, added to, or supplemented by superseding issues are hereby made a part of this Tariff.

Section 4 of this tariff related to Rates and Charges has been divided into two sub-sections. The first sub-section, Section 4F, is related to the provision of Facilities Based services. These services are provided either by using facilities owned directly by the Company or by using the Unbundled Network Elements (UNEs) of another provider. The second sub-section, Section 4R, is related to the provision of Resale Based services. These services are provided through the resale of another provider's existing service.

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By: Mark Graf, General Manager, 402 N. Mission Street, Suite 1, Mt. Pleasant, MI 48858, (989) 953-9800, mgraf@winntel.com.

- 2.1 Undertaking of the Company, Cont'd.
  - 2.1.3 Terms and Conditions
- A. 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 agreement, which shall contain or reference a specific (C) description of the services 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 Agreement, or in any extension thereof, service (C) shall automatically renew for a period of time matching the initial term specified in the written (C) agreement at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the (C) service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Additional provisions and addenda to Winn Telecom's Terms and Conditions can be found on our (N) website www.winntel.com or can be provided by a written request submitted to 402 North Mission (N) Street, Suite 1, Mount Pleasant, MI 48858. (N)

Issued: January 26, 2018

By: Mark Graf, General Manager, 402 N. Mission Street, Suite 1, Mt. Pleasant, MI 48858, (989) 953-9800, mgraf@winntel.com.

- 2.1 Undertaking of the Company, Cont'd.
  - 2.1.3 Terms and Conditions, cont'd.
  - E. Service may be terminated upon written notice to the Customer if:

-the Customer is using the service in violation of this tariff;

-the Customer is in violation of Winn Telecom's Acceptable Use Policy found at(C)www.winntel.com or provided by written request to 402 Mission Street, Suite 1, Mt. Pleasant,(C)MI 48858;(C)

-the Customer is using the service in violation of the law.

- F. This tariff shall be interpreted and governed by the laws of the State of Michigan regardless of its choice of laws provisions.
- G. No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur a any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, The party exercising such control shall make them available to other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

I.	The Company is not obligated to provide service to a household under any name if an	
	outstanding bill exists at the address.	(C)
J.	The Company may refuse to provide basic local exchange service to anyone that refuses to	(C)
	provide positive identification.	(C)

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# 2.1 Undertaking of the Company, Cont'd.

2.1.3 Terms and Conditions, cont'd.

# K. GRANDFATHERED SERVICES

"Grandfathering" of Exisitng Service Offerings No Longer Offered for New Installations

1. General

There are certain service offerings which have been discontinued to new customers but continue for specific customers who are subscribing to them at the time of their discontinuance. These exceptions to regular Tariff provisions are referred to as the "grandfathering" of the customers involved. The service offerings continued on this basis are identified in the following tariffs and are subject to the conditions specified in paragraph B below.

2. Service Offering and Rate Treatments

Grandfathered service offerings are continued only for existing customers at existing locations. The rates for grandfathered services are subject to change in the same manner and to the same extent as regular service offerings. No new or additional "grandfathered" services will be furnished. Where a new customer takes over existing telephone service, with or without a change in directory listing, where the customer initiates a change in class of service or where there is a break in the continuity, the "grandfathered" service is no longer available. The renting or leasing of the premises on which the service is provided to someone other than the existing customer voids the furnishing of the grandfathered service, whether or not the telephone service remains in the name of the original customer.

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- 2.1 Undertaking of the Company, Cont'd.
  - 2.1.4Liability of the Company, cont'd.
  - С. 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 Customer to (C) sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition prior to such installations. (C)

Issued under the authority of the Michigan Telecommunications Act, as amended, MCL 484.2101 et seq.

- 2.1 Undertaking of the Company, Cont'd.
  - 2.1.5 Service-Affecting Activities

The Company will provide the Customer reasonable notification to customer's primary provided contact via (C) identified mode and path of communication of service-affecting activities that may occur in normal (C) 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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- 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, or as agreed upon in writing or notification by Winn Telecom personnel prior to performance of any labor or deployment of any software or hardware in resolution of a service difficulty or trouble report at the Customer's premises resulting from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer 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 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
  - G. The Company's responsibility for the maintenance of facilities and equipment used in the provision of service to the Customer shall end at the network interface located on the outside of the customer's premises, unless otherwise expressly provided in these tariffs.

Issued: January 26, 2018

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(C)

(C)

By: Mark Graf, General Manager, 402 N. Mission Street, Suite 1, Mt. Pleasant, MI 48858, (989) 953-9800, mgraf@winntel.com.

#### 2.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require business applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant Laws and Michigan Public Service Commission regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D. A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.
- E. Additional prohibitions are included in Winn Telecom's Acceptable Use Policy as provided at www.winntel.com or available via written request to 402 North Mission Street, Suite 1, Mt. Pleasant, MI 48858.

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(N)

By: Mark Graf, General Manager, 402 N. Mission Street, Suite 1, Mt. Pleasant, MI 48858, (989) 953-9800, mgraf@winntel.com.

- 2.3 Obligations of the Customer
  - 2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges for services provided to the Customer, whether pursuant to this tariff or otherwise;
- 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, water, theft, environmental conditions or other casualty on the Customer Premises, unless caused by the (C) 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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#### 2.4 Customer Equipment and Channels

#### 2.4.1 General

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

#### 2.4.2 Station Equipment

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

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By: Mark Graf, General Manager, 402 N. Mission Street, Suite 1, Mt. Pleasant, MI 48858, (989) 953-9800, mgraf@winntel.com.

(C)

(C)

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

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

By: Mark Graf, General Manager, 402 N. Mission Street, Suite 1, Mt. Pleasant, MI 48858, (989) 953-9800, mgraf@winntel.com.

#### 2.4 Customer Equipment and Channels - Cont'd.

- 2.4.4 Inspections
- (C) Α. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with (C) 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.
- Β. 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 Customer promptly if there is any need for further (C) corrective action. Within ten days of receiving this notice, the Customer must take this corrective (C)action and notify the Company of the action taken. If the Customer fails to do this, the Company (C) 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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(C)

By: Mark Graf, General Manager, 402 N. Mission Street, Suite 1, Mt. Pleasant, MI 48858, (989) 953-9800, mgraf@winntel.com.

- 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. Date of rendition of the Company's bill for service shall be the 15th of each calendar month. The final payment date (C) shall be the 5th day of the next month. The billing period shall be monthly unless otherwise (C) specified in Customer's agreement of service.

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- 2.5 Payment Arrangements, Cont'd.
  - 2.5.3 Billing and Collection of Charges, cont'd.
  - B. 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.
  - C. Billing of the Customer by the Company will begin on the first day upon which the Company (C) notifies the Customer that the service or facility is available for use. (C)
  - D. Billing accrues through, and includes the day of, discontinuance by either party. If service (C) 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. (C)

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- 2.5 Payment Arrangements, Cont'd.
  - 2.5.3 Billing and Collection of Charges, cont'd.

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2.5 Payment Arrangements, Cont'd.

- 2.5.3 Billing and Collection of Charges, cont'd.
- I. If partial payment of a bill is made, then the Company shall first credit the partial payment to the oldest outstanding charges and then as determined by the Company.

L. In the adjustment of charges for erroneous billing or for overbilling by the Company, a credit towards client's existing service, shall be made in the amount of excess charges when such amount can be determined for the period of up to one year before the request for an adjustment is made by the Customer. No adjustments, credits, or refunds shall be made for any other prior period of time.

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

#### 2.5.4 Advance Payments

The Company may require the prepayment of one (1) billing period's charges for service as a condition of service. If a Customer's service is subject to usage-sensitive pricing, then the prepayment 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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- 2.5 Payment Arrangements, Cont'd.
  - 2.5.5 Deposits
  - A. To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except as stated in 2.5.5 (E) below. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed \$150.00 per access line or other means of service transmission.
  - 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.
  - E. No deposit will be charged for lifeline customer that voluntarily elects to receive toll blocking service.
  - G. The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address.

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H. The Company may refuse to provide basic local exchange service to anyone that refuses to provide positive identification.

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- 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:
  - 1. Nonpayment of a delinquent account for basic local exchange service or other telecommunication services;
  - 2. Unuthorized 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.
  - 3. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement;
  - 4. Misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service.

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

- 2.5 Payment Arrangements, Cont'd.
  - 2.5.6 Discontinuance of Service, cont'd.

Part II -Residential Customers, cont'd.

- A. Cont'd.
  - 5. A violation of a tariff provision of the provider of the Company that adversely affects the safety of the customer or other persons or the integrity of the Company's facilities;
  - 6. Any other unauthorized use or interference with basic local exchange service;
  - 7. A breach by the customer of any agreement for service with the Company.

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# SECTION 2 - REGULATIONS, CONT'D.

- 2.5 Payment Arrangements, Cont'd.
  - 2.5.6 Discontinuance of Service, cont'd.

Part II -Residential Customers, cont'd.

- I. After basic local exchange service has been shut off to a Residential Customer, the Company will restore service promptly, but not later than one (1) working day after the customer's request, when the cause for the shutoff of service has been cured or credit or payment arrangements satisfactory to the Company have been made.
- K. Before restoring service, the Company at its option may require one (1) or more of the following:
  - 1. Payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service and other services owed to the provider;
  - 2. A security deposit or payment guarantee determined on an ICB basis.

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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 for 24 hours or more that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement service, may be credited to the Customer, at the discretion of the Company as set forth 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 prior to the end termination point as defined by the Company. An interruption period (C) begins from the time the Customer's service is reported to be out of service by the Customer and (C) verified by Company personnel. 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. The Company will consider the duration, extent, nature, and cause(s) of the service interruption and make a determination whether, and in what amount, a bill credit may be given.

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#### 2.7 Restoration of Service

2.7.1 Business Service Restoration

# 2.7.2 Customer Service Restoration

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

- A. Payment of the total amount due on all of the Customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the Company;
- B. An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service;
- C. Payment of the restoration charge and any applicable installation charges pursuant to Section 4F.5.3 and Section 4R.5.3 of this tariff;
- D. Payment of an advance payment and/or security deposit pursuant to Section 2.5.4 and 2.5.5 of this tariff.

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

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# SECTION 2 - REGULATIONS, CONT'D.

2.8 Use of Customer's Service by Others

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

2.9 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term of any Agreement for any reason whatsoever other than a service interruption (as defined in Section 2.6 above), (C) the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

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

Α.	all unpaid Non-Recurring	charges reasonably	expended by the Company to	establish service to	
	the Customer; plus			(0	')

- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer as defined by Company's Terms & Conditions and Acceptable Use Policy as provided at www.winntel.com or by a written request sent to 402 N. Mission, Suite 1, Mt. Pleasant, MI 48858; plus
- C. all Recurring Charges incurred prior to disconnection, cancellation or termination; minus
- D. a reasonable allowance for costs avoided by the Company as a direct result of the Customer's (C) cancellation.

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#### 2.10 Transfers and Assignments

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

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

# 2.11 Notices and Communications

- A. The Customer shall designate on the Agreement a method by which the Company shall deliver (C) all notices and other communications, except that the Customer may also designate a separate method to which the Company's bills for service shall be sent provided Company agrees to said (C) communication method.
- B. The Company shall designate on the Agreement 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. Additional (C) methods of communication are allowed at the determination of the Company. (C)
- C. 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.
- D. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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#### 2.12 Formal and Informal Complaint Procedures

For Residential and Business Customers, informal complaints will be handled in writing by an (C) authorized Company Manager which will use good faith efforts to informally resolve the dispute. If the Company and the Residential and Business Customer are unable to informally resolve the dispute, the (C) 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 Complaint Procedures, Cont'd.
  - 2.12.1 Alternative Dispute Resolution, cont'd.

2.12.2 Payment of Amount Not In Dispute

- A. If a customer files a formal complaint with the Commission, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- B. The amount that is not in dispute shall be determined by the Company.
- C. 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.

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# SECTION 3 - SERVICE OFFERINGS, CONT'D. 2

#### 3.1 General, Cont'd.

- 3.1.1 Application of Business and Residence Rates, cont'd.
- C. Residential 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 at another location.

# 3.2 Directory Listings

For each Customer of Company-provided Basic Local Exchange Service, the Company shall arrange for one straight line listing of the Customer's main billing telephone number in the directory (ies) published by the incumbent Local Exchange Carrier in the customer's historical local calling area at no additional charge.

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# SECTION 3 - SERVICE OFFERINGS, CONT'D.

#### 3.3 Types of Services Offered

Section 3.4 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 transmission services that enable Users to communicate on a real-time basis between points within local calling areas in the State of Michigan, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

The 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.

#### 3.5 Touchtone Service

- A. Touchtone Service provides for dialing a telephone by means of push buttons, each of which generates distinctive tones for the origination of calls.
- B. Touchtone Service is available for all basic classes of service. The service is available only where the Telephone Company central office facilities have been arranged for Touchtone calling and all equipment on the customer's premise is compatible. It is not necessary that all instruments on a line be equipped for Touchtone, however, all lines on the same instrument must be similarly equipped.
- C. Touchtone lines are central office lines capable of receiving standard D.T.M.F. (dual tone multi-frequency) signaling.
- D. The charge for Touchtone Service shall be determined for the customer by the Company on an ICB (N) basis. (N)

# 3.6 Directory Assistance Service

The Company furnishes Directory Assistance Service ("DA") for the purpose of aiding subscribers in obtaining telephone numbers through arrangements with the incumbent local exchange carrier when a party in Michigan requests assistance in obtaining telephone numbers of subscribers who are located within the same numbering plan area as the number the party is calling from.

Customer will be charged by calls to Directory Assistance Service for call numbers requested of \$3.99 each.

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

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

### 3.9 Direct Inward/Outward Dialing Service (DIOD), Cont'd.

- A. General, cont'd.
  - 5. Where the DIOD Service is provided from a different exchange area, the Special Transport and Special Access Line Charges apply for the interexchange channel as specified in the Company's applicable access tariff.
  - 6. Customers are required to subscribe/use current trunks as the basic access piece of the DIOD trunks using the existing tariff rate. The DIOD Service rate is in addition to the existing business trunk rate(s).
  - 7. The customer is responsible for providing intercept on assigned unused telephone numbers associated with DIOD Service. Busy tone is not acceptable. If attendant answering is used, answer supervision must be provided.

### 3.10 IntraLATA Presubscription

A. General

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

B. A subscriber's initial inter and intraLATA toll presubscriptions will default to the Company, unless the subscriber selects a different toll service provider. There will be no charge for a subscriber's initial intraLATA or interLATA toll presubscription selections. Charging a selection to another intra or interLATA toll provider will result in a secondary change of service fee.

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### SECTION 4F – FACILITIES BASED RATES AND CHARGES

Exchanges:

Clare Farwell

Harrison Rosebush

#### 4F.1.1 Basic Local Exchange Service

A. GENERAL

The service and rates shown below entitles the customer to calling within the central office areas of the Existing Local Calling Areas shown in Section D.

This would allow the customer to calling within the Expanded Local Calling Area shown in Section D, at the usage rates stated in Section C. If the customer dials within the Expanded Local Calling Area using "1+" dialing, the call will be billed as a toll call.

#### B. MONTHLY RATES

Individual Contract Basis (ICB)

C. USAGE RATES

Individual Contract Basis (ICB)

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### SECTION 4F - FACILITIES BASED RATES AND CHARGES

Exchanges: Alma Alpena	Ithaca Ashley	Mt. Pleasant	Shepherd	St. Louis	Vestaburg Breckenridge	Weidman Carson City
		_ / _	~	Edmore		Elsie
		Fowler-Pewamo	Gaylord			
Hemlock					Hubbardston	
	Lakeview				Maple Rapids	
Merrill	Middleton			Muir	Onaway	
Ovid	Owosso	Palo Sheridan	Pompeii Sidney	Six Lakes	Remus St. Johns	Riverdale Stanton

4F.1 Basic Local Exchange Service

A. GENERAL

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- 4F.1 Basic Local Exchange Service, Cont'd.
  - C. USAGE RATES, Cont'd.

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### SECTION 4F - FACILITIES BASED RATES AND CHARGES, CONT'D.

### 4F.1 Basic Local Exchange Service, Cont'd.

### D. LOCAL SERVICE AREAS

Local Service Areas for facilities based service as defined below:

Existing Local Calling \*Expanded Local Calling Exchange (C) Ashley, Blanchard, Breckenridge, Alma Alma, Ithaca, Riverdale, Shepherd, St. Louis Carson City, Crystal, Edmore, Freeland, Hemlock, Maple Rapids, McBride, Merrill, Middleton, Midland, Mt. Pleasant, Pompeii, Saginaw, St. Johns, Stanton, Vestaburg, Winn Alpena Alpena, Hillman, Hubbard Lake, Lachine, Long Lake, Ossineke, Posen Ashley, Elsie, Ithaca, Merrill, Pompeii Ashley Breckenridge Breckenridge, Ithaca, Merrill, Midland, Mt. Pleasant, St. Louis, Shepherd Carson City, Crystal, Hubbardston, Ithaca, Carson City Middleton, Palo, Riverdale, Vickeryville

Edmore

Blanchard, Edmore, McBride, Six Lakes, Vestaburg, Winn

\*Expanded Local Calling is "grandfathered" for all existing customers.

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# SECTION 4F - FACILITIES BASED RATES AND CHARGES, CONT'D.

# 4F.1 Basic Local Exchange Service, Cont'd.

# D. LOCAL SERVICE AREAS, Cont'd.

Exchange	
Ithaca	

Existing Local Calling Alma, Ashley, Breckenridge, Carson City, Ithaca, Merrill, Middleton, Pompeii, Riverdale, St. Louis \*Expanded Local Calling Blanchard, Crystal, Edmore, Freeland, Hemlock, Maple Rapids, McBride, Midland, Mt. Pleasant, Saginaw, St. Johns, Shepherd, Stanton, Vestaburg, Winn

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Lake	eview
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Amble, Blanchard, Coral, Howard City, Lakeview, Mecosta, Money, Six Lakes, Stanton, Stanwood, Trufant

Maple Rapids

Merrill

Middleton

Fowler-Pewamo, Hubbardston, Maple Rapids, Middleton, Pompeii, St. Johns

Ashley, Brant, Breckenridge, Chapin, Elsie, Hemlock, Ithaca, Merrill, Midland, Saginaw

Carson City, Hubbardston, Ithaca, Maple Rapids, Middleton, Pompeii

Mt. Pleasant

Muir

Blanchard, Breckenridge, Coleman, Midland, Mt. Pleasant, Rosebush, Shepherd, Weidman, Winn

Fowler-Pewamo, Hubbardston, Ionia, Muir, Palo, Portland \*Expanded Local Calling Alma, Barryton, Bay City, Clare, Edmore, Farwell, Freeland, Harrison, Hemlock, Ithaca, Lakeview, Merrill, Remus, Riverdale, Saginaw, St. Louis, Six Lakes, Vestaburg

\*Expanded Local Calling is "grandfathered" for all existing customers.

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# SECTION 4F - FACILITIES BASED RATES AND CHARGES, CONT'D.

# 4F.1 Basic Local Exchange Service, Cont'd.

# D. LOCAL SERVICE AREAS, Cont'd.

Exchange Onaway	Existing Local Calling Atlanta, Cheboygan, Gaylord, Grace Harbor, Indian River, Onaway, Rogers City, Vanderbilt, Wolverine		
Ovid	Chapin, Elsie, Laingsburg, Ovid, Owosso, St. Johns		
Owosso	Bancroft, Chapin, Chesaning, Durand, Laingsburg, Lennon, New Lothrop, Ovid, Owosso, Perry		
Palo	Carson City, Fenwick, Hubbardston, Ionia, Muir, Orleans, Palo, Vickeryville		
Pompeii	Ashley, Elsie, Ithaca, Maple Rapids, Middleton, Pompeii, St. Johns		
Remus	Barryton, Blanchard, Mecosta, Remus, Weidman		
Riverdale	Alma, Carson City, Crystal, Ithaca, Riverdale, Shepherd, Vestaburg, Winn		
St. Johns	Dewitt, Elsie, Fowler-Pewamo, Grand Ledge, Laingsburg, Maple Rapids, Ovid, Pompeii, St. Johns, Westphalia		
Saint Louis Shepherd	Alma, Breckenridge, Ithaca, Shepherd, St. Louis Alma, Breckenridge, Mt. Pleasant, Riverdale, Shepherd, St. Louis, Winn	<u>*Expanded Local Calling</u> Ashley, Blanchard, Carson City, Crystal, Edmore, Freeland, Hemlock, Maple Rapids, mcBride, Merrill, Middleton, Midland, Mt. Pleasant, Pompeii, Riverdale, Saginaw, St. Johns, Stanton, Vestaburg, Winn	(C)
Sheridan	Fenwick, Greenville, Sheridan, Sidney, Stanton, Vickeryville	<u>*Expanded Local Calling</u> Barryton, Bay City, Blanchard, Clare, Coleman, Edmore, Farwell, Freeland, Harrison, Hemlock, Ithaca, Lakeview, Merrill, Midland, Remus, Rosebush, Saginaw, Six Lakes, Vestaburg, Weidman	(C)
*Evnanda	d Local Calling is "grandfathered" for all existing	oustomers	(C)

\*Expanded Local Calling is "grandfathered" for all existing customers.

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# SECTION 4F - FACILITIES BASED RATES AND CHARGES, CONT'D.

### 4F.1 Basic Local Exchange Service, Cont'd.

### D. LOCAL SERVICE AREAS, Cont'd.

<u>Exchange</u> Sidney	Existing Local Calling Greenville, Sheridan, Sidney, Stanton		
Six Lakes	Blanchard, Edmore, Lakeview, McBride, Six Lakes, Stanton		
Stanton	Crystal, Greenville, Lakeview, McBride, Sheridan, Sidney, Six Lakes, Stanton, Trufant, Vickeryville		
Vestaburg	Crystal, Edmore, McBride, Riverdale, Vestaburg, Winn	<u>*Expanded Local Calling</u> Alma, Ashley, Blanchard, Breckenridge, Carson City, Freeland, Hemlock, Ithaca, Maple Rapids, Merrill, Middleton, Midland, Mt. Pleasant, Pompeii, Saginaw, St. Johns, St. Louis, Shepherd, Stanton	(C)
Weidman	Barryton, Blanchard, Farwell, Mt. Pleasant, Remus, Rosebush, Weidman	<u>*Expanded Local Calling</u> Alma, Bay City, Breckenridge, Clare, Coleman, Edmore, Freeland, Harrison, Hemlock, Ithaca, Lakeview, Merrill, Midland, Remus, Riverdale, Rosebush, Saginaw, Shepherd, St. Louis, Six Lakes, Vestaburg, Winn	(C)

\*Expanded Local Calling is "grandfathered" for all existing customers.

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SECTION 4F - FACILITIES BASED RATES AND CHARGES, CONT'D.

### 4F.2 Winn Dial Service

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### 4F.3 Direct Inward Dialing Service (DID) and Direct Inward/Outward Dialing Service (DIOD)

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### Cancels 1st Revised Page 4 SECTION 4F – FACILITIES BASED RATES AND CHARGES, CONT'D.

### 4F.5 Service Charges

4F.5.1	Service Ordering Charge - Multi Element Char	ges	
A.	Primary - For connecting new or additional Act	cess lines.	
	Nonrecurring Charge		
	Per service order	ICB	(C)
B.	Secondary - For changing existing service or ac than Access lines.	lding new or additional service other	(D) (C)
	Per service order	ICB	(C) (D)
C.	Record - For record type orders affecting direct	ory listings.	
	Per service order	ICB	(C)
			(D)
4F.5.2	Access Line Connection Charge		
A.	Per Access line or Trunk		(C)
	Switch/NOC Work Per Line Charge	ICB	(C)
	Engineering Labor/Design Charge	ICB	(C)
			(D)

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4F.5 Service Charges, Cont'd.

4F.5.3	Restoration Charge	
A.	Temporary Suspension	(C)
	Nonrecurring Charge	
	1.	(D)
		(D)

Charge per Telephone Number Restored ICB

(D)

(D)

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#### 4F.6 Lifeline Program, Cont'd.

- 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 nonpayments 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.

### C. MONTHLY RATES AND DISCOUNTS FOR LIFELINE CUSTOMERS

- The discount on the monthly rate for residential exchange service for qualified Lifeline customers shall be \$9.25 from the Federal discount program plus \$2.00 from the State discount program for a total discount of \$11.25. 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 end user common line charge and the basic local exchange rate. The discount on the monthly rate for residential exchange service for qualified Lifeline customers 65 years of age or more shall be \$9.25 from the Federal discount program plus \$3.10 from the State discount program for a total discount of \$12.35. 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.
- D. MONTHLY RATE FOR NON LIFELINE CUSTOMERS A rate specified in MECA's TariffM.P.S.CNo. 25 Part XVII, General applies per exchange access line to cover the costs of the Lifeline service, to the Telephone Company intrastate services as listed below:
  - Business and Residence exchange services excluding Lifeline customers.
  - PBX Trunk Services

#### 4F.7 Emergency Services

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

4F.8 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.

### 4F.9 Telephone Directory

1. The Company shall provide to each customer local directory assistance and may distribute a printed telephone directory to each customer. If the Company elects not to distribute a printed telephone directory to each customer may request either a printed telephone directory or an electronic telephone directory from the Company that shall provide that directory at no additional charge to the customer.

(C)

(C)

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4F.11 Selective Call Rejection/Call Blocking Service

Selective Call Rejection/Call Blocking Service for calls (other than free call blocking to 900/976 numbers as required by applicable law) is available for a charge to be determined by the Company on an ICB basis.

4F.12 Directory Assistance Service

(D) (D)

(C)

(C)

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SECTION 4F – FACILITIES BASED RATES AND CHARGES, CONT'D.

(D)

(D)

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By: Mark Graf, General Manager, 402 N. Mission Street, Suite 1, Mt. Pleasant, MI 48858, (989) 953-9800, mgraf@winntel.com.

### 4F.14 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 rates shall be set forth in individual Customer agreements. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said agreements and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

(D)

(C)

(C)

(C)

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By: Mark Graf, General Manager, 402 N. Mission Street, Suite 1, Mt. Pleasant, MI 48858, (989) 953-9800, mgraf@winntel.com.

### 4F.15 Promotional Offerings

(D)

(D)

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4F.15 Promotional Offerings, Cont'd.

(D)

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Exchange:

Cancels 1st Revised Page 1

### SECTION 4R - RESALE BASED RATES AND CHARGES\*

(C)

	U				Beaverton	Birch Run
Clare			East Tawas	Farwell		
		Gladwin	Harrison			Oscoda
			Rosebush			St. Helen

#### 4R.1.1 Basic Local Exchange Service

A. GENERAL

The service shown below entitles the customer to calling within the Existing Local Calling Area in Section D. of the exchange(s) listed above at the usage rates stated in Section C. below:

B. MONTHLY RATES

ICB

(D)

(D)

(C) (C)

*The resale of basic local exchange services in the Ameritech Michigan (AT&T) exchanges listed above is	(C)
grandfathered.	(C)

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1

Cancels 1st Revised Page 1.1

### SECTION 4R - RESALE BASED RATES AND CHARGES \*

Exchange: Alma	Ithaca	Mt. Pleasant	Shepherd	St. Louis	Vestaburg	Weidman
Alpena			1		Breckenridge	Carson City
-				Edmore	([	) Elsie
Fairview		Fowler-Pewamo	Gaylord	Grayling	(I	D) Harrisville
Hemlock	Higgins Lake	Hillman	Houghton Lake	Hubbard Lake	Hubbardston	
Lachine	Lakeview	Lewiston	Lincoln	Long Lake	Maple Rapids	McBride
Merrill	Middleton		Mio	Muir	Onaway	Ossineke
Ovid	Owosso	Palo	Pompeii	Posen	Remus	Riverdale
Rogers City	Roscommon	Sheridan	Sidney	Six Lakes	St. Johns	
Vanderbilt						
Alger	Lupton	Prescott	Rose City	Sterling		

#### 4R.1.1 Basic Local Exchange Service

A. GENERAL

The service shown below entitles the customer to calling within the Existing Local Calling Area in Section D. of the exchange(s) listed above at the usage rates stated in Section C. below:

B. MONTHLY RATES

Business One Party, Business Trunk, UNE	ICB	(C)
Loop (1) (2) (3) (4)		
Residential One Party (1) (2) (3) (4)	ICB	(C)

- C. USAGE RATES ICB

*The resale of basic local	exchange services in the	Frontier exchanges listed	d above is grandfathered.	(C)
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(C)

SECTION 4R - RESALE BASED RATES AND CHARGES, CONT'D.

4R.2 Winn Dial Service

(D)

(D)

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# SECTION 4R - RESALE BASED RATES AND CHARGES, CONT'D.

# 4R.3 Direct Inward Dialing Service (DID) and Direct Inward/Outward Dialing Service (DIOD)

(D)

(D)

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### 4R.5 Service Charges

4R.5.1	Service Ordering	Charge - Multi	Element Charges
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A. Primary - For connecting new or additional Access lines.

### Nonrecurring Charge

Per service order	ICB	(C)
		(D)

B. Secondary - For moving or changing existing service or adding new or additional service other than Access lines.

Per service order	ICB	(C)
		(D)

# C. Record - For record type orders affecting directory listings.

	Per service order	ICB	(C)
			(D)
4R.5.2	Access Line Connection Charge		
A.	Per Access line or Trunk		(C)
	Central Office Work Charge New Line Connection Charge	ICB ICB	(C) (C)

(D) (D)

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(D)

(D)

(D) (D)

(D)

(D) (D)

# SECTION 4R – RESALE BASED RATES AND CHARGES, 5CONT'D.

- 4R.5 Service Charges, Cont'd.
  - 4R.5.3 Restoration Charge

### A. Temporary Suspension at Customer's Request

### Nonrecurring Charge

Secondary Service Ordering Charge, per		
Customer request	ICB	(C)
Charge per Telephone Number Restored	ICB	(C)

### B. Nonpayment or Shutoff

In the event service is temporarily interrupted pursuant to Section 2.5.6 of this tariff, such service will be restored upon compliance with all requirements of Section 2.5.6 or, at the discretion of the Company, a substantial portion thereof, and in addition, charges as specified following will be applicable to restore such services.

		(D)
Secondary Service Ordering Charge, per request	ICB	(C)
Charge per Telephone Number Restored	ICB	(C)

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Tariff M.P.S.C. No. 1

# SECTION 4R - RESALE BASED RATES AND CHARGES, CONT'D.

### 4R.6 Lifeline Program, Cont'd.

- 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 nonpayments 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.

### C. MONTHLY RATES AND DISCOUNTS FOR LIFELINE CUSTOMERS

 The discount on the monthly rate for residential exchange service for qualified Lifeline customers shall be \$9.25 from the Federal discount program plus \$2.00 from the State discount program for a total discount of \$11.25. 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 end user common line charge and the basic local exchange rate. The discount on the monthly rate for residential exchange service for qualified Lifeline customers 65 years of age or more shall be \$9.25 from the Federal discount program plus \$3.10 from the State discount program for a total discount of \$12.35. 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.

#### D. MONTHLY RATE FOR NON LIFELINE CUSTOMERS

A rate specified in MECA's TariffM.P.S.CNo. 25 Part XVII, General applies per exchange access line to cover the costs of the Lifeline service, to the Telephone Company intrastate services as listed below:

- Business and Residence exchange services excluding Lifeline customers.
- PBX Trunk Services

### 4R.7 Emergency Services

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling.

4R.8 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.

(D)

(D)

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(C)

(I)

# SECTION 4R – RESALE BASED RATES AND CHARGES, CONT'D.

4R.11 Selective Call Rejection/Call Blocking Service

Selective Call Rejection/Call Blocking Service for calls (other than free call blocking to 900/976 numbers as required by applicable law) is available for a charge to be determined by the Company on an ICB basis.

4R.12 Directory Assistance Service

Customers will be charged for calls to Directory Assistance Service for numbers within the home numbering plan area.

\$ 3.99

Call Charge

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4R.13 IntraLATA Presubscription

(D)

(D)

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### 4R.14 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 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 rates shall be set forth in individual Customer agreements. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said agreements and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis. (C)

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

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

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4R.15 Promotional Offerings

(D)

(D)

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4R.15 Promotional Offerings, Cont'd.

(D)

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# SECTION 5 – SERVICE AREAS

#### 5.1 Legal Descriptions and Maps

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

### Incumbent Local Exchange Carrier: Frontier \*\*

Alma Alpena Fairview Hemlock Lachine Merrill Ovid Rogers City Vanderbilt	Ithaca Higgins Lakæ Lakeview Middleton Owosso Roscommon	Mt. Pleasant Fowler-Pewamo Hillman Lewiston Palo Sheridan	Shepherd Gaylord Houghton Lake Lincoln Mio Pompeii Sidney	St. Louis Edmore Grayling Hubbard Lake Long Lake Muir Posen Six Lakes	Vestaburg Breckenridge Hubbardston Maple Rapids Onaway Remus St. Johns	Weidman Carson City Elsie Harrisville McBride Ossineke Riverdale Stanton
Alger	Lupton	Prescott	Rose City	Sterling		
Incun	nbent Local Ex	change Carrier:	Ameritech Mic	chigan		
Clare		East Tawas		Farwell	Beaverton	Birch Run

Gladwin

East Tawas Harrison Rosebush

St. Helen

\*\*Frontier is used in these tariffs to include all incumbent local exchange entities of Frontier Communications.

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Oscoda

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### SECTION 5 – SERVICE AREAS, CONT'D.

# 5.2 List of Counties, Cities, Villages and Townships

The following list of counties, incorporated cities, villages, and townships, listed by exchange, are wholly or partly within the assigned areas of each exchange. (Villages are indicated by "Vill" and Townships are indicated by "Twp").

### 5.2.1 Frontier Exchanges

<u>Exchange</u> Alma	<u>County</u> Gratiot County	<u>City</u> Alma	<u>Village/Township</u> Twp Arcada Twp Bethany Twp Emerson Twp Pine River Twp Seville Twp Sumner
Alpena	Alpena County	Alpena	Twp Alpena Twp Long Rapids Twp Maple Ridge Twp Wilson

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### SECTION 5 - SERVICE AREAS, CONT'D.

# 5.2 List of Counties, Cities, Villages and Townships, Cont'd.

### 5.2.1 Frontier Exchanges, Cont'd.

<u>Exchange</u> Breckenridge	<u>County</u> Gratiot County Midland County	<u>City</u>	Village/Township Vill Breckenridge Twp Bethany Twp Emerson Twp Lafayette Twp Wheeler Twp Greendale Twp Jasper Twp Lee Twp Porter
Carson City	Montcalm County	Carson City	Twp Bloomer Twp Crystal
	Gratiot County		Twp New Haven Twp North Shade
	Clinton County Ionia County		Twp Lebanon Twp North Plains

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### (C)

### SECTION 5 - SERVICE AREAS, CONT'D.

# 5.2 List of Counties, Cities, Villages and Townships, Cont'd.

### 5.2.1 Frontier Exchanges, Cont'd.

<u>Exchange</u> Edmore	<u>County</u> Montcalm County Isabella County	<u>City</u>	<u>Village/Township</u> Vill Edmore Twp Belvidere Twp Day Twp Douglas Twp Ferris Twp Home Twp Richland Twp Fremont
Elsie	Clinton County		Vill Elsie Twp Duplain Twp Greenbush
	Gratiot County		Twp Elba Twp Hamilton Twp Washington
	Shiawassee County Saginaw County		Twp Fairfield Twp Chapin
			Twp Marion
Fairview	Oscoda County		Twp Clinton Twp Comins Twp Elmer Twp Mentor
	Montmorency County		Twp Loud Twp Mitchell
	Alcona County		i wp Mitchen
Fowler-Pewamo	Clinton County		Vill Fowler Twp Bengal Twp Dallas Twp Essex Twp Lebanon
	Ionia County		Twp Riley Vill Pewamo Twp Lyons Twp North Plains

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### SECTION 5 - SERVICE AREAS, CONT'D.

# 5.2 List of Counties, Cities, Villages and Townships, Cont'd.

### 5.2.1 Frontier Exchanges, Cont'd.

<u>Exchange</u> Gaylord	County Otsego County Montmorency County Crawford County	<u>City</u> Gaylord	<u>Village/Township</u> Twp Bagley Twp Charlton Twp Chester Twp Dover Twp Elmira Twp Hayes Twp Livingston Twp Otsego Lake Twp Vienna Twp Montmorency Twp Maple Forest
Grayling	Crawford County Kalkaska County	Grayling	Twp Beaver Creek Twp Frederic Twp Grayling Twp Lovelis Twp Maple Forest Twp South Branch Twp Bear Lake Twp Blue Lake
Harrisville	Alcona County	Harrisville	Twp Alcona Twp Greenbush Twp Harrisville Twp Haynes
Hemlock	Saginaw County Midland County		Twp Fremont Twp Richland Twp Swan Creek Twp Thomas Twp Ingersoll
Higgins Lake	Crawford County Roscommon County		Twp Beaver Creek Twp Gerrish Twp Lyon Twp Markey Twp Lake

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### SECTION 5 - SERVICE AREAS, CONT'D.

# 5.2 List of Counties, Cities, Villages and Townships, Cont'd.

### 5.2.1 Frontier Exchanges, Cont'd.

<u>Exchange</u> Hillman	<u>County</u> Montmorency County Alpena County	City	<u>Village/Township</u> Vill Hillman Twp Hillman Twp Montmorency Twp Rust Twp Green Twp Wellington
Houghton Lake	Roscommon County		Twp Denton Twp Lake Twp Markey Twp Roscommon Twp Backus Twp Higgins Twp Nester
Hubbard Lake	Alcona County Alpena County		Twp Alcona Twp Caledonia Twp Hawes Twp Alpena Twp Green Twp Ossineke Twp Sanborn Twp Wilson
Hubbardston	Ionia County Clinton County Gratiot County		Vill Hubbardston Twp North Plains Twp Lebanon Twp North Shade
Ithaca	Gratiot County Saginaw County	Ithaca	Twp Arcada Twp Emerson Twp Fulton Twp Hamilton Twp Lafayette Twp Newark Twp New Haven Twp North Star Twp Sumner Twp Lakefield Twp Marion

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### SECTION 5 - SERVICE AREAS, CONT'D.

# 5.2 List of Counties, Cities, Villages and Townships, Cont'd.

### 5.2.1 Frontier Exchanges, Cont'd.

<u>Exchange</u> Lachine	<u>County</u> Alpena County	<u>City</u>	<u>Village/Township</u> Twp Green Twp Long Rapids Twp Maple Ridge Twp Ossineke Twp Wellington Twp Wilson
Lakeview	Montcalm County		Vill Lakeview Twp Belvidere Twp Cato Twp Maple Valley Twp Pine Twp Winfield
	Mecosta County		Twp Willfeld Twp Deerfield Twp Hinton Twp Millbrook
Lewiston	Montmorency County		Twp Albert Twp Vienna
	Oscoda County		Twp Vienna Twp Clinton Twp Elmer Twp Greenwood
	Otsego County Crawford County		Twp Charlton Twp Lovells
Lincoln	Alcona County		Vill Lincoln Twp Alcona Twp Greenbush Twp Gustin Twp Harrisville Twp Hawes Twp Mikado Twp Milen Twp Milen
Long Lake	Alpena County		Twp Alpena
	Presque Isle County		Twp Maple Ridge Twp Krakow Twp Presque Isle
Maple Rapids	Clinton County		Vill Maple Rapids Twp Essex Twp Greenbush
	Gratiot County		Twp Lebanon Twp Fulton Twp North Shade

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### (C)

### SECTION 5 - SERVICE AREAS, CONT'D.

# 5.2 List of Counties, Cities, Villages and Townships, Cont'd.

### 5.2.1 Frontier Exchanges, Cont'd.

<u>Exchange</u> McBride	<u>County</u> Montcalm County	<u>City</u>	<u>Village/Township</u> Vill McBride Twp Day Twp Douglass
Merrill	Saginaw County		Vill Merrill Twp Jonesfield Twp Lakefield
	Gratiot County		Twp Marion Twp Hamilton Twp Lafayette Twp Magder
	Midland County		Twp Wheeler Twp Mount Haley Twp Porter
Middleton	Gratiot County		Vill Perrinton Twp Fulton Twp New Haven Twp Newark Twp North Shade
Mio	Otsego County		Twp Big Creek Twp Comins Twp Elmer Twp Greenwood Twp Mentor
Mt. Pleasant	Isabella County	Mt Pleasant	Twp Chippewa Twp Deerfield Twp Denver Twp Isabella Twp Lincoln Twp Union
	Midland County		Twp Greendale Twp Lee
Muir	Ionia County		Vill Lyons Vill Muir Twp Ionia Twp Lyons Twp North Plains Twp Ronald

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### SECTION 5 - SERVICE AREAS, CONT'D.

# 5.2 List of Counties, Cities, Villages and Townships, Cont'd.

### 5.2.1 Frontier Exchanges, Cont'd.

Exchange Onaway	<u>County</u> Presque Isle County	<u>City</u> Onaway	<u>Village/Township</u> Vill Millersburg Twp Allis Twp Bearinger
	Cheyboygan County		Twp Bismarck Twp Case Twp Moltke Twp North Allis Twp Ocqueoc Twp Rogers Twp Aloha Twp Forest Twp Grant Twp Koehler Twp Nunda Twp Walker Twp Waverly
	Montmorency County		Twp Montmorency
Ossineke	Alpena County		Twp Alpena
	Alcona County		Twp Sanborn Twp Alcona Twp Caledonia
Ovid	Clinton County		Vill Ovid Twp Duplain Twp Ovid
	Shiawassee County		Twp Victor Twp Fairfield Twp Middlebury Twp Sciota
Owosso	Shiawassee County	Corunna Owosso	Twp Bennington Twp Caledonia Twp Hazelton Twp Middlebury Twp New Haven Twp Owosso Twp Rush Twp Sciota Twp Shiawassee Twp Venice
Palo	Ionia County Montcalm County		Twp North Plains Twp Ronald Twp Bloomer Twp Bushnell
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### SECTION 5 - SERVICE AREAS, CONT'D.

# 5.2 List of Counties, Cities, Villages and Townships, Cont'd.

### 5.2.1 Frontier Exchanges, Cont'd.

<u>Exchange</u> Pompeii	<u>County</u> Gratiot County	<u>City</u>	<u>Village/Township</u> Twp Fulton Twp North Star Twp Washington
	Clinton County		Twp Essex Twp Greenbush
Posen	Presque Isle County		Vill Posen Twp Belknap Twp Bismarck Twp Krakow Twp Metz Twp Posen
	Alpena County		Twp Pulawski Twp Long Rapids Twp Maple Ridge
Remus	Mecosta County		Twp Sheridan Twp Wheatland
	Isabella County		Twp Broomfield Twp Sherman
Riverdale	Gratiot County		Twp New Haven Twp Seville Twp Sumner
	Montcalm County		Twp Ferris Twp Richland
	Isabella County		Twp Lincoln Twp Fremont
Rogers City	Presque Isle County	Rogers City	Twp Bearinger Twp Belknap Twp Bismarck Twp Krakow Twp Moltke Twp Ocqueoc Twp Rogers Twp Pulawski
Roscommon	Roscommon County		Vill Roscommon Twp Au Sable Twp Gerrish Twp Higgins Twp Markey Twp Richfield
	Crawford County		Twp Beaver Creek Twp South Branch Twp St. Ignace

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### SECTION 5 - SERVICE AREAS, CONT'D.

# 5.2 List of Counties, Cities, Villages and Townships, Cont'd.

### 5.2.1 Frontier Exchanges, Cont'd.

Exchange Shepherd	<u>County</u> Isabella County Midland County	<u>City</u>	<u>Village/Township</u> Vill Shepherd Twp Chippewa Twp Coe Twp Lincoln Twp Greendale Twp Jasper
Sheridan	Montcalm County		Vill Sheridan Twp Bushnell Twp Evergreen Twp Fair Plain Twp Sidney
Sidney	Montcalm County		Twp Fair Plain Twp Sidney
Six Lakes	Montcalm County		Twp Belvidere Twp Douglass
	Mecosta County		Twp Millbrook
St. Johns	Clinton County	St. Johns	Twp Bengal Twp Bingham Twp Duplain Twp Essex Twp Greenbush Twp Olive Twp Ovid Twp Riley Twp Victor
	Gratiot County		Twp Washington
St. Louis	Gratiot County	St. Louis	Twp Bethany Twp Emerson Twp Pine River
	Isabella County		Twp Coe Twp Jasper
	Midland County		Twp Porter
Stanton	Montcalm County	Stanton	Twp Day Twp Douglass Twp Evergreen Twp Pine Twp Sidney

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### SECTION 5 - SERVICE AREAS, CONT'D.

# 5.2 List of Counties, Cities, Villages and Townships, Cont'd.

### 5.2.1 Frontier Exchanges, Cont'd.

Exchange Vanderbilt	<u>County</u> Otsego County Montmorency County	City	<u>Village/Township</u> Vill Vanderbilt Twp Charlton Twp Corwith Twp Dover Twp Elmira Twp Livingston Twp Montmorency
Vestaburg	Montcalm County		Twp Ferris
	Isabella County		Twp Richland Twp Fremont
Weidman	Isabella County		Twp Broomfield Twp Coldwater Twp Deerfield Twp Gilmore Twp Nottawa Twp Sherman

### 5.2.2 Frontier Exchanges

Exchange Alger	<u>County</u> Arenac County Ogemaw County Gladwin County	City	<u>Village/Townhip</u> Twp Moffit Twp Clayton Twp Mills Twp Horton Twp Bourret
Lupton	Ogemaw County		Twp Rose Twp Cumming Twp Hill Twp Goodar Twp Logan
Prescott	Ogemaw County Iosco County Arenac County	Prescott	Vill Prescott Twp Richland Twp Logan Twp Mills Twp Burleigh Twp Clayton Twp Mason
Rose City	Ogemaw County	Rose City	Vill Rose City Twp Rose Twp Cumming Twp Klacking Twp Foster Twp Big Creek Twp Mentor

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### SECTION 5 - SERVICE AREAS, CONT'D.

### 5.2 List of Counties, Cities, Villages and Townships, Cont'd.

### 5.2.2 Frontier Exchanges, Cont'd.

Exchange Sterling	<u>County</u> Arenac County	<u>City</u> Sterling	<u>Village/Township</u> Vill Sterling Twp Deep River Twp Clayton Twp Adams
5.2.3	Ameritech Michigan Exchanges		
Exchange	County	City	Village/Township

Beaverton

Clare County Gladwin County

Beaverton

Twp Arthur Twp Beaverton Twp Billings Twp Buckeye Twp Grout Twp Tobacco

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