

**Michigan Public Service
Commission**

Nov 28, 2018

Received

SECTION 2 - REGULATIONS, CONT' D.

2.5 Payment Arrangements, Cont' d 2.5.2 Payment for Service

(A) Facilities and Service Charges

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(B) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company' s services.

2.5.3 Billing and Collection of Charges

- (A) The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly.
- (B) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- (C) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

SECTION 2 - REGULATIONS,

CONT' D. 2.5 Payment Arrangements, Cont' d

2.5.3 Billing and Collection of Charges, Cont' d

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

SECTION 2 - REGULATIONS, CONT' D.

2.5 Payment Arrangements, Cont' d

2.5.3 Billing and Collection of Charges, Cont' d

(G) The date of rendition of the Company's bill for basic local exchange service shall be the date of physical mailing of the bill by the Company. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other day when the offices of the provider regularly used for the receipt of payment of customer bills are not open to the general public, then the final payment date shall be extended through the next business day. The date of payment of remittance by mail is 2 days before receipt of the remittance.

(H) At a minimum, each Residential Customer bill rendered by the Company shall clearly state all of the following information:

- (1) The beginning and ending dates of the billing period.
- (2) The due date.
- (3) Any previous balance.
- (4) The telephone number for which the bill is rendered.
- (5) The total amount due for basic local exchange service and regulated toll service.
- (6) An itemized statement of all taxes due.
- (7) The total amount due.
- (8) The statement that rate schedules for basic local exchange service are available and will be mailed by the provider upon request at no cost to the customer.
- (9) The address and telephone number of the provider, designating where the customer may initiate an inquiry or informal complaint regarding the bill as rendered or the service provided.

SECTION 2 - REGULATIONS, CONT' D.

2.5 Payment Arrangements, Cont' d

2.5.3 Billing and Collection of Charges, Cont' d

- (I) Unless otherwise specified by the Customer, if partial payment of a bill is made, then the Company shall first credit the partial payment to basic local exchange service and regulated toll service.

- (J) Not later than 15 days after the completion of an order for new service or a change in existing service that results in a billing change, the Company shall send to the Residential Customer a written itemized statement of the services ordered, including all associated charges.

- (K) A Residential Customer shall have the right, within 1 billing period of receiving a bill for new services or changed services, to cancel, reduce, or modify a service or a portion of a service without further service charge.

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

The Company may require the prepayment of 1 billing period's charges for basic local exchange service as a condition of service. If a Residential Customer's basic local exchange service is subject to usage-sensitive pricing, then the prepayment permitted by this rule shall not be more than the average of charges for similar services purchased in the Residential 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.

SECTION 2 - REGULATIONS, CONT' D. 2.5

Payment Arrangements, Cont' d. 2.5.5 Deposits

- (A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except as stated in (E) below. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed \$150.00 per access line.
- (B) A deposit may be required in addition to an advance payment.
- (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- (D) No deposit will be charged for lifeline customer that voluntarily elects to receive toll blocking service.
- (E) The Company will not require a cash deposit or other guarantee as a condition of obtaining basic local exchange service, unless the prospective customer refuses to produce identification that can be readily and inexpensively verified or if the prospective customer has a history of payment default within the past 60 months for telecommunication services.
- (F) The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

SECTION 2 - REGULATIONS, CONT' D. 2.5

Payment Arrangements, Cont' d. 2.5.6 Discontinuance of Service

Part I B Business Customers

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by providing the requisite prior written notice to the Business Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Business Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Business Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Business Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Business Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service to Business Customers without incurring any liability.
- (F) In the event of fraudulent use of the Company's network by Business Customers, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

SECTION 2 - REGULATIONS, CONT' D.

2.5 Payment Arrangements, Cont' d.

2.5.6 Discontinuance of Service, cont' d.

Part I B 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 IIB Residential Customers

(A) The Company may shut off basic local exchange service to a Residential Customer for one or more of the following reasons:

- (a) Nonpayment of a delinquent account for basic local exchange service;
- (b) Nonpayment of a delinquent account with a delinquent balance of \$ 150 or more for basic local exchange service and regulated toll service in the name of the customer;
- (c) Maintaining a delinquent balance of \$125 or more for three consecutive months for basic local exchange service and regulated toll service;
- (d) Unauthorized tampering or interference with facilities and equipment owned by a provider of basic local exchange service that are situated on or about the customer's premises.
- (e) Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement;
- (0) Misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service.

SECTION 2 - REGULATIONS,

CONT' D. 2.5 Payment Arrangements, Cont' d.

2.5.6 Discontinuance of Service, cont' d.

Part IIB Residential Customers, cont' d

(A) Cont'd

- (g) A violation of a tariff provision of the provider of basic local exchange service that is on file with or approved by the Michigan Public Service Commission that adversely affects the safety of the customer or other persons or the integrity of the provider's basic local exchange system;
- (h) Any other unauthorized use or interference with basic local exchange service, including improper use of a party line service by denying other customers on the line an equitable proportionate use of the service.

- (B) Notwithstanding any other provision of this tariff, the Company will postpone the shutoff of basic local exchange service and regulated toll service to a Residential Customer for not more than 15 days if the customer produces a physician's certificate stating that the current mental or physical condition of the customer, a member of the customer's family, or another permanent resident of the premises where service is rendered who is suffering from an existing mental illness or medical condition will be endangered by a shutoff of service. The certificate shall identify the mental illness or medical condition of the customer, the member of the customer's family, or other permanent resident of the premises where service is rendered. If the Company is notified telephonically or in writing that a psychiatric or medical emergency exists, then the Company will permit 7 days for the Residential Customer to produce the certificate or notice. The postponement may be extended for 1 additional 15-day period by the renewal and the resubmission of the certificate or notice.

SECTION 2 - REGULATIONS, CONT' D.

2.5 Payment Arrangements, Cont' d.

2.5.6 Discontinuance of Service, cont' d.

Part II B Residential Customers, cont' d

- (C) Notice of shutoff of basic local exchange service shall contain all of the following information:
 - (a) The name and the billing address of the customer and, to the extent possible, the address of the service, if different;
 - (b) A clear and concise statement of the reason for the proposed shutoff of service;
 - (c) The date after which service will be subject to shutoff without further notice unless the customer takes appropriate action;
 - (d) The right of the customer to file a formal complaint with the commission if the dispute cannot be otherwise resolved and a statement that the customer must pay to the provider of basic local exchange service that portion of the bill for basic local exchange service and regulated toll service that is not in dispute within 3 days of the date that the formal complaint is filed;
 - (e) A statement that service will not be shut off pending the resolution of a formal complaint that is filed and prosecuted in conformity with all applicable statutes, rules, regulations, and orders of the commission; and
 - (f) The telephone number and address of the Company where the customer may make inquiry or enter into a settlement agreement.

SECTION 2 - REGULATIONS,

CONT' D. 2.5 Payment Arrangements, Cont' d.

2.5.6 Discontinuance of Service, cont' d.

Part II B Residential Customers, cont' d

- (D) The Company will not shutoff service unless written notice is sent, by first-class mail, to the customer or personally served not less than 5 days before the date of the proposed shutoff. If a shutoff of service is sought for nonpayment of a delinquent account, then a notice of shutoff will not be sent before the time the account becomes delinquent. Service of notice by mail is complete upon mailing, unless proven otherwise by the customer. The Company will maintain an accurate record of the date of mailing. The Company is responsible for the accurate and timely notice of shutoff.
- (E) A notice of shutoff of service shall not be issued if a customer has a pending formal complaint before the commission concerning the bill upon which the notice is based.
- (F) Subject to the requirements of these rules, the company may shut off basic local exchange service to a customer on the date specified in the notice of shutoff or within a reasonable time thereafter, but only at times that the Company has personnel available to reconnect service.
- (G) Basic local exchange service shall not be shut off on a day, or a day immediately preceding a day, when the Company's personnel are not available to reconnect service.
- (H) Basic local exchange service shall not be shut off while a complaint related to the reason for the shutoff is pending.

SECTION 2 - REGULATIONS,

CONT' D. 2.5 Payment Arrangements, Cont' d.

2.5.7 Cancellation of Application for Service

- (A) When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, maintenance, taxes, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.5.7(A) through 2.5.7(C) will be calculated and applied on a case-by-case basis.

SECTION 2 - REGULATIONS, CONT' D.

(C) REGULATIONS, CONT' D. 2.6 Allowances

for Interruptions in Service, Cont' d. 2.6.1 Credit for

Interruptions, cont' d.

(C) (Cont'd)

Over 24 Hours. If a Customer's service is reported or is found to be out of service and remains out of service for more than 24 hours, then 1 of the following adjustments shall be made to the Customer's bill in the next billing period in which it is practicable to do so:

- (1) If the duration of the outage is less than 5 days of a month, then the appropriate credit shall be the prorated amount of the customer's monthly service rate.
- (2) If the duration of the outage is 5 days or longer, then the appropriate credit is the credit owed pursuant to 2.6.1(C)(1) for the first 4 days of the outage plus an additional \$5.00 per day for the fifth day and each subsequent day of the outage, up to the amount of the customer's monthly service rate.
- (3) A credit adjustment will not be made if the outage is caused by the Customer or if a satisfactory replacement Service is provided to the Customer. Should the Customer elect to use an alternative Service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative Service.

SECTION 2 - REGULATIONS, CONT' D.

2.6 Allowances for Interruptions in Service, Cont' d. 2.6.2

Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the cause of, negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, or joint user;
- (B) interruptions of service during any period in which the Company is not given full and free access by the Customer to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (C) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (D) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (E) interruption of service during a time period in which the Company provides a satisfactory replacement service.

SECTION 2 - REGULATIONS, CONT' D.

2.6 Allowances for Interruptions in Service, Cont' d.

2.6.3 Cancellation For Service Interruption

Cancellation or termination of service by Business Customers due to service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Restoration of Service

2.7.1 Business Service Restoration

When a Business Customer's Basic Local Exchange Service has been shutoff in accordance with this Tariff, Service will be restored only upon the basis of the Business Customer completing a new application for Service and qualifying for Service as if it were a new Business Customer.

SECTION 2 B REGULATIONS, CONT' D.

2.7 Restoration of Service, cont' d.

2.7.2 Residential Service Restoration

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

- (1) Payment of the total amount due on all of the Customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the Company;
- (2) An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service;
- (3) Payment of the restoration charge and any applicable installation charges pursuant to Section 4.3.4 of this tariff;
- (4) Payment of an advance payment and/or security deposit pursuant to Section 2.5.4 and 2.5.5 of this tariff.

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

SECTION 2 - REGULATIONS, CONT' D.

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

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

2.9 Cancellation of Service

If a Business Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Business Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.3.

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

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

SECTION 2 - REGULATIONS, CONT' D.

2.10 Transfers and Assignments

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

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

2.11 Notices and Communications

- (A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- (C) All notices or other communications required to be given pursuant to this tariff will be in writing. 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.

SECTION 2 - REGULATIONS, CONT' D.

2.12 Formal and Informal Procedures

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

2.12.1 Alternative Dispute Resolution

The following provisions apply if the formal complaint is for \$ 1,000 or less or if the customer elects to pursue an alternative means of dispute resolution.

- (A) The customer shall file a formal written complaint with the Michigan Public Service Commission.
- (B) If the customer and the Company cannot agree on an alternative means of dispute resolution within 20 days, they shall participate in a mediation proceeding conducted by administrative law judge or other person designated by the Commission.
- (C) If mediation is utilized, the mediator will provide a recommended settlement to the parties within 45 days after the written complaint was filed.
- (D) Within 7 days after the date of the recommended settlement, each party shall file with the commission a written acceptance or rejection of the recommended settlement. A party's failure to file a timely acceptance or rejection shall be deemed to be a rejection of the recommended settlement.
- (E) If the parties accept the recommended settlement, then the recommendation will be adopted by the Commission as a final order.
- (F) If a party rejects the recommended settlement, then the complaint shall proceed to a contested case hearing before the Commission.

SECTION 2 - REGULATIONS,

CONT' D. 2.12 Formal and Informal Procedures, cont' d.

2.12.1 Alternative Dispute Resolution, cont' d.

(G) If the complaint involves a monetary dispute, the party who rejects the recommended settlement shall pay the opposing party's actual costs of proceeding to a contested case hearing, including attorney fees, unless the final order of the commission is more favorable to the rejecting party than the recommended settlement under this section. A final order is considered more favorable if it differs by 10% or more from the recommended settlement in favor of the rejecting party. If both parties reject the recommended settlement, then each party shall be responsible for its own costs and attorney fees.

2.12.2 Payment of Amount Not In Dispute

- (A) If a customer files a formal complaint with the Commission, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- (B) The amount that is not in dispute shall be mutually determined by the Company and the Customer.
- (C) If the Company and the Customer are unable to mutually determine the amount that is not in dispute, then the Company may require the Customer to pay up to 50% of the amount that is in dispute.
- (D) If the Customer fails to pay to the Company either the amount that is not in dispute or 50% of the amount that is in dispute, then the Company may shut off service consistent with this tariff.
- (E) If the dispute is ultimately resolved in favor of the Customer, in whole or in part, then any excess moneys paid by the Customer shall be refunded promptly, with simple interest paid at the rate paid on United States Savings Bonds, series EE.

SECTION 2 - REGULATIONS, CONT' D.

2.13 Customer Access to Information, cont.

2.13.3 Telephone Directories and Information

The Company will publish, or will arrange by agreement with the incumbent local exchange carrier or other directory provider to publish, on a page preceding the alphabetical listings in its telephone directories, in a prominent manner, and without charge, all of the following information:

- (A) The telephone number and address of the Company where the customer may inquire about telephone service.
- (B) The telephone number and address of the Michigan Public Service Commission where a customer may file a formal complaint regarding a service regulated by the Commission.

SECTION 3 - SERVICE OFFERINGS

3.1 General

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

3.1.1 Application of Business and Residential Rates

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

SECTION 3 - SERVICE OFFERINGS, CONT' D.

3.1 General, Cont'd.

3.1.1 Application of Business and Residential Rates, Cont' d.

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

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

3.2 Charges Based on Duration of Use

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

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

SECTION 3 - SERVICE OFFERINGS, CONT' D. 3.2

Charges Based on Duration of Use, Cont' d 3.2.1 Applicable Rate

Periods

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

| | MON | TUES | WED | THUR | FRI | SAT | SUN |
|-------------------------------------|----------------------------------|------|-----|------|-----|-----|------------|
| 8:00 AM TO 5:00 PM* | DAYTIME RATE PERIOD | | | | | | |
| 5:00 PM TO 11:00 PM* | EVENING RATE PERIOD | | | | | | EVE |
| 11:00 PM TO 8:00 AM* | NIGHT/WEEKEND RATE PERIOD | | | | | | |

* To, but not including

SECTION 3 - SERVICE OFFERINGS, CONT' D.

3.4 Calculation of Distance

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

The distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by NECA Tariff FCC No. 4, in the following manner:

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

Formula:
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

SECTION 3 - SERVICE OFFERINGS, CONT' D.

3.5 Directory Listings

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

SECTION 3 - SERVICE OFFERINGS, CONT' D.

3.7 Basic Local Exchange Service

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

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

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

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

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

SECTION 3 – SERVICE OFFERINGS, CONT'D.

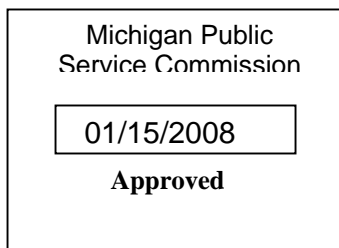
3.7 Basic Local Exchange Service (continued)

The Company will designate local calls as “Local VNXX Calls” if they meet all of the following criteria: (N)

- a. The dialed phone number is associated with a rate center included in the calling party’s Local Calling Area,
- b. The end user associated with the called number is not physically located within the rate center associated with the dialed phone number,
- c. The rate center in which the dialed party is physically located is not within the customer’s Local Calling Area,
- d. The provider of Basic Local Exchange Service to the dialed phone number does not agree to compensate the Company for those calls per the Company’s applicable access tariff based on the jurisdiction of a call to the physical location of the dialed party, and
- e. The Company has posted numbers meeting the above four criteria on the Company’s website as Local VNXX Calls.

If a customer so requests, the Company will block direct dialing to all Local VNXX Calls.

For Local VNXX Calls, the Company will charge \$0.04 per MOU plus any local termination charges billed to the Company for that call for all basic local exchange services offered. (N)



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SECTION 3 - SERVICE OFFERINGS, CONT' D.

3.7 Basic Local Exchange Service, Cont' d.

3.7.2 Residential Basic Line Service, Cont' d.

C. Limited Calling Plan - Plan 400

- (1) With Plan 400, the Customer pays a monthly rate per access line. No additional charge applies for calls within the Local Calling Area up to the 400 call allowance per month. Each call within the Local Calling Area in excess of the 400 call allowance is subject to local call charges. Usage charges are billed on a per call basis, regardless of distance, duration, or time of day.
- (2) Upon sufficient notice to the Company, a Customer who is handicapped or is voluntarily providing a service for an organization classified by the Internal Revenue Service as a Section 501(c)((3) or (19) organization, or a congressionally chartered veterans organization, or their duly authorized foundations, is exempt from the 400 call per month limitation and shall not be charged more than the flat rate charged other residential customers for 400 calls.

SECTION 3 - SERVICE OFFERINGS, CONT' D.**3.8 Directory Assistance Service**

The Company furnishes Directory Assistance Service (ADA®) 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.

In order to make allowance for a reasonable need for numbering plan area DA service, including numbers not in the directory, directory inaccessibility and other conditions, no charge applies for the first three calls for telephone numbers of subscribers who are located within the numbering plan area of the calling party per month per station access line. The allowance is cumulative for all group billed services furnished on the same premises or as part of the same system within an exchange.

Charges for DA are not applicable to inquiries received from public and semipublic telephones, nor from telephone service furnished for the use of handicapped persons.

| | |
|---------------------------------|---------|
| Charge per call after allowance | \$0.50. |
|---------------------------------|---------|

SECTION 3 - SERVICE OFFERINGS, CONT' D. 3.9

IntraLATA Presubscription

1. General

IntraLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA 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.

2. Options

Option A: Subscriber may select the Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select his/her interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 3 - SERVICE OFFERINGS, CONT' D.

3.9 IntraLATA Presubscription (Cont' d)

3. Regulations

Subscribers of record on the effective date of this tariff will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA presubscription.

Subscribers may change their selected option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in paragraph 4 following.

4. Customer Notices

The Company will notify subscribers of the availability of intraLATA presubscription. The notice will contain a description of intraLATA toll presubscription, how to make an intraLATA toll presubscription carrier selection, and a description of when and what charges apply related to the selection of an intraLATA toll carrier.

SECTION 4 B RATES AND CHARGES

4.1 Basic Local Exchange Service

Service to be provided as defined in Section 3.7 of this tariff. Service charges under Section 4.2 also apply.

Business Essential Package

Monthly Rate: \$ 22.20

Residential Basic Line Service

Unlimited Calling Plan

Monthly Rate: \$ 14.90

Calling Plan 50

Monthly Rate: \$ NA
Per call (after allowance): \$ NA

Calling Plan 400

Monthly Rate: \$ NA
Per call (after allowance): \$ NA

MICHIGAN PUBLIC
SERVICE COMMISSION

JUL 23 2002

FILED

SECTION 4 B RATES AND CHARGES

4.2 Service Charges

4.2.1 Service Ordering Charge - Multi Element Charges

(A) Primary - For connecting new or additional Access lines.

Nonrecurring Charge

| | |
|------------------------------|----------|
| Residence, per service order | \$ 18.50 |
| Business, per service order | \$ 21.00 |

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

| | |
|------------------------------|----------|
| Residence, per service order | \$ 18.50 |
| Business, per service order | \$ 21.00 |

(C) Record - For record type orders affecting directory listings.

| | |
|------------------------------|---------|
| Residence, per service order | \$ 4.00 |
| Business, per service order | \$ 4.00 |

4.2.2 Access Line Connection Charge

(A) Per Access line or Trunk - Residence

| | |
|--------------------------------|----------|
| (1) Central Office Work Charge | \$ 3.50 |
| (2) New Line Connection Charge | \$ 20.00 |

(B) Per Access Line or Trunk - Business

| | |
|--------------------------------|----------|
| (1) Central Office Work Charge | \$ 3.50 |
| (2) New Line Connection Charge | \$ 20.00 |

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SECTION 4 - RATES AND CHARGES, CONT' D.

4.2 Service Charges, Cont' d.

4.2.3 Restoration Charge

(A) Temporary Suspension at Customer's Request

Nonrecurring Charge

(1) Residence

| | |
|---|--------|
| Secondary Service Ordering Charge, per Customer request | \$4.00 |
|---|--------|

(2) Charge per Telephone Number Restored Business \$3.50

| | |
|---|--------|
| Secondary Service Ordering Charge, per Customer request | \$4.00 |
|---|--------|

| | |
|--------------------------------------|--------|
| Charge per Telephone Number Restored | \$3.50 |
|--------------------------------------|--------|

(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.

| | | |
|--|--|---------|
| (1) Residence | | |
| Secondary Service Ordering Charge, per request | | \$ 7.00 |
| Charge per Telephone Number Restored | | \$ 7.00 |

| | | |
|--|--|---------|
| (2) Business | | |
| Secondary Service Ordering Charge, per request | | \$ 7.00 |
| Charge per Telephone Number Restored | | \$ 7.00 |

SECTION 4 – RATES AND CHARGES, CONT'D.

4.3 Lifeline Program

The Lifeline Program provides assistance for eligible residential customers. For eligible residential customers under the age of 65, the assistance available is the greater of \$8.25 per customer per month or 20% of the basic local exchange rate. If the low-income customer is 65 years of age or older, the rate reduction shall be, at a minimum, 25% of the basic local exchange rate or \$12.35, which shall be inclusive of any federal contribution, whichever is greater.

(C)
|
(C)

4.3.1 Eligible Customers

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

4.3.2 Toll Blocking

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

4.3.3 ALINK Up®

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

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Commission**

Nov 28, 2018

Received

SECTION 4 - RATES AND CHARGES, CONT' D.

4.4 Emergency Services

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling. If 911 Service is not available in an area, the Company shall make arrangements for the Customer to reach the appropriate emergency services through dialing A0@.

4.5 Telecommunications Relay Service

Telecommunications Relay Service enables hearing-impaired or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.

4.6 Telephone Directory

For Customers that subscribed to the Company's Basic Local Exchange Service, the Company will provide each Customer annually at no charge one copy of a printed directory listing all telephone Service subscribers, except for unlisted and unpublished numbers, within the Customer's local exchange area. The Company may, at its option, either publish its own directory or provide a copy of one published by the dominant exchange service provider.

SECTION 4 - RATES AND CHARGES, CONT' D.

4.7 Call Blocking Service

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

4.8 IntraLATA Presubscription

a. Application of Rates

There will be no charge for a subscriber's initial intraLATA toll presubscription selection.

New local service subscribers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place an order with the Company for local exchange service. If the new subscriber is unable to make a selection at that time, the new subscriber will be read a random listing of all available intraLATA toll carriers to aid his/her selection. If the new subscriber is still unable to make a selection at that time, the Company will inform the new subscriber that he/she will be given 90 days in which to inform the Company of an intraLATA toll presubscription carrier at no charge. The new subscriber will also be informed that the Company will assess a charge for any selection made after the 90 day window and that until a selection is made, the subscriber will be required to dial a carrier access code to route all intraLATA toll calls.

SECTION 4 - RATES AND CHARGES, CONT' D.

4.8 IntraLATA Presubscription, Cont' d.

a. Application of Rates (cont' d)

New subscribers who do not make an intraLATA toll carrier presubscription choice at the time the new subscriber places an order establishing local exchange service with the Company will not be presubscribed to any intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

After a subscriber's initial selection for a presubscribed intraLATA toll carrier, an intraLATA presubscription change charge will apply for any change thereafter.

b. IntraLATA Presubscription Change Charge

Per non-residence or residence line, trunk, or port

| | Non-recurring <u>Charge</u> |
|---------------------------------|--------------------------------|
| Initial line, trunk, or port | \$ 5.00 |
| Additional line, trunk, or port | \$ 5.00 |

SECTION 4 - RATES AND CHARGES, CONT' D.

4.10 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this section 4.12.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

All promotions shall be made available to other carriers for resale, and shall be priced, in conjunction with the entire service offering as a whole, above the Company's total service long run incremental cost.

Promotions will be implemented with at least one day' s notice prior to the effective date of each promotion.

SECTION 5 B SERVICE AREAS

5.2 Local Calling Areas B Traditional Ameritech Michigan Exchanges

Calls originating from the listed Exchange or Zone and terminating in the Exchanges and Zones in the local calling area will be treated and charged as local calls.

**Exchange
or Zone**

Local Calling Area

| | |
|---------------|--|
| Iron Mountain | Iron Mountain, Channing, Norway, MI Niagara, Aurora, Florence, Spread Eagle, WI |
|---------------|--|