

**AIRNORTH COMMUNICATIONS**

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

**TARIFF**  
**MPSC NO. 1U**

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Issued under Authority of M.P.S.C. Order Dated June 23, 2016, In Case No. U-17745  
Issued: June \_\_, 2016 Effective: June \_\_, 2016

Issued by: Kevin L Tucker, President  
218 N. Main St., Suite 102A  
Cheboygan MI 49721

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**CHECK SHEET**

The pages of this tariff, as listed below, are effective as of the date shown. Where no “Effective Date” is shown, page is effective on January \_\_, 2014. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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**EXPLANATION OF SYMBOLS,  
REFERENCE MARKS, AND ABBREVIATIONS  
OF TECHNICAL TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- N To signify new rate or regulation.
- R To signify reduced rate.

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## **APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive unregulated intrastate end-user telecommunications services by AirNorth Communications, Inc. hereinafter referred to as the Company, to customers within the State of Michigan.

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**SECTION 1 - DEFINITIONS**

<b>Act</b>	The federal Telecommunications Act of 1996, as codified at 47 U.S.C. 151, <i>et seq.</i>
<b>Authorized User</b>	A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.
<b>Available Usage Balance</b>	The amount of usage remaining on a debit account at any particular point in time. Each debit account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.
<b>Business Service</b>	A switched network service that provides for dial station communications that is described as a business or commercial rate.
<b>Business Customer</b>	A Business Customer is a Customer who subscribes to the Company's service(s) and whose primary use of the service is of a business, professional, institutional, or otherwise occupational nature.
<b>Company</b>	Used throughout this tariff to refer to AirNorth Communications, Inc., unless otherwise clearly indicated by the context.
<b>Debit Account</b>	An account which consists of a pre-paid usage balance depleted on a real time basis during each debit service call.
<b>End-User</b>	Any person, firm, corporation, partnership, or other entity which uses the services of the Company under the provisions and regulations of this tariff. The end-user is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.
<b>Holidays</b>	Holidays observed by the Company as specified in this tariff.
<b>LATA</b>	Means the Local Access and Transport Area as defined in Section 3(25) of the Act, 47 U.S.C § 153(25).

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Unregulated Local Telephone Exchange Services

**SECTION 1 - DEFINITIONS – cont'd**

<b>MPSC or Commission</b>	The Michigan Public Service Commission.
<b>MTA</b>	The Michigan Telecommunications Act of 1991, as amended, codified in MCL 484.2101, <i>et seq.</i>
<b>Personal Account Code</b>	It predefines series of numbers to be dialed by the customer or authorized user upon access to the carrier or Company's network which identifies the debit account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.
<b>Renewal</b>	The method of replenishing a debit account's available usage balance with additional minutes of use as authorized and paid for by the customer.
<b>Residential Customer</b>	A residential customer is a person to whom telecommunication services are furnished by the Company predominately for personal or domestic purposes at the person's dwelling.
<b>Switched Access</b>	A method for reaching the Company through the local switched network whereby the end-user uses standard business or residential local lines.

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## **SECTION 2 - REGULATIONS**

### **2.1. Undertaking of the Company**

#### **2.1.1. Scope**

The Company undertakes to furnish communications service(s) pursuant to the terms of this tariff in connection with the provision of an accessed line and usage within a local calling area for the transmission of high quality two-way interactive switched voice or data communications between points within the State of Michigan.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any services provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### **2.1.2. Shortage of Equipment or Facilities**

- (A) The Company reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by the Company, when necessary, because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time-to-time as required at the sole discretion of the Company.

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

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

**2.1.3. Terms and Conditions**

- (A) Business services provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of competing charges in this tariff, a month is considered to have thirty days.
- (B) Business customers maybe required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Business 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 terms specified in each service order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty-days written notice. Any termination shall not relieve the business customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligation which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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

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

**2.1.3 Terms and Conditions, Cont'd**

- (D) Service may be terminated upon written notice of the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or,
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Michigan regardless of its Choice of Laws provision.
- (F) No other telecommunications may provide or 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 any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceway or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the parties make 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.

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

- (A) The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or a use of these services arising out of the failure to furnish the service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 2.6. The extension of such allowances for interruptions shall be the sole remedy of the customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to Customer as a result of any Company services, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes, any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots, wars, acts of terrorism, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the Company's employees.
- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of the customer-provided equipment or facilities.

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

- (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 shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4(E) as a condition precedent to such installations, however, this Section is valid whether or not subject agreement has been signed.
- (F) The Company is not liable for any defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the customer against any claim, loss, or damage, arising from customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications.
- (H) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

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**SECTION 2 - REGULATIONS, CONT'D****2.1. Undertaking of the Company, Cont'd****2.1.5. Service-Affecting Activities**

- (A) The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.
- (B) The Company will perform adequate scheduling so as to provide service to a customer at a mutually agreed upon time. On a monthly basis, 90% of the commitments to customers with respect to the date of installation of primary basic local exchange service shall be met. The Company will take corrective action if the rate of met commitments falls below 90% for 3 consecutive months. Customer-caused delay or customer-missed appointments will not be figured into the rate of met commitments.
- (C) Calls requesting operator assistance shall be answered within 10 seconds. The Company will take corrective action if its average answer time per month for local directory assistance calls is more than 10 seconds for 3 consecutive months.
- (D) Directory assistance operators shall have access to all telephone numbers for the area for which they are responsible for furnishing directory assistance service, except telephone numbers not listed or published at the customer's request. If the Company's directory assistance operator provides an incorrect number, then the Company will not bill for the call or will give a credit equal to the charge and the Company will not count the call against the customer's monthly call allowance. The Company will furnish a customer up to 2 numbers per call to directory assistance.
- (E) The Company will maintain adequate personnel to answer customer repair calls at all hours within a monthly average of 25 seconds. The Company will arrange to have a representative available at all times to accept calls from providers and users of 9-1-1 and emergency services to report trouble with its telecommunication services to those providers.

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

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

**2.1.5. Service-Affecting Activities, Cont'd**

- (F) The Company will maintain service so that the average monthly rate of all customer trouble reports does not exceed 4 per 100 access lines excluding reports concerning interexchange calls and trouble found in equipment that is other than the provider's equipment, such as inside wiring and customer premises equipment. For the purpose of administering this rule, each party line customer shall be considered to have 1 local access line. Multiple trouble reports that are attributable to a common cause or defect shall not be aggregated. Rather, a separate report shall be counted for each customer line reported in trouble. A provider shall take corrective action if a customer trouble report rate is more than 6 per 100 access lines per month in a wire center area for 3 consecutive months.
- (G) Until the customer indicates satisfaction of the request, the Company will not attempt to market new services to a customer calling to report a repair request, unless such services would assist in resolving the problem.
- (H) If access to a customer's premises is necessary to complete the repair and the customer is not available, then a tag shall be left on the customer's door indicating the date, an explanation of the repair problem necessitating entry into the customer's premises, and the technician's name and signature.
- (I) The Company will expedite a repair for a customer who has a medical emergency. Unless it has a specific, identifiable reason to doubt a customer's claim, the Company will accept the customer's statement there is a medical condition requiring expedited restoration of service.

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

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company will use reasonable efforts to install service for a residential or small business customer or applicant within a monthly average of 5 business days of the installation request, or a monthly average of 10 business days after a Customer is released for a migration, from another carrier, unless a later date is requested or agreed to by the Customer or Applicant, the Customer or Applicant misses the appointment, or government permits or right-of-way access are required before installation. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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

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

**2.1.6. Provision of Equipment and Facilities (Cont'd)**

- (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.

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

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

**2.1.7. Non-Routine Installation**

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

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

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

**2.1.8. Special Construction**

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

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

**2.1.9. Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in and with the Company, its agents or contractors.

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

**2.2. Prohibited Uses**

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
- (B) The Company may require 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 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.

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Issued under Authority of M.P.S.C. Order Dated June 23, 2016, In Case No. U-17745  
Issued: June \_\_, 2016 Effective: June \_\_, 2016

Issued by: Kevin L Tucker, President  
218 N. Main St., Suite 102A  
Cheboygan MI 49721

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

**2.3. Obligations of the Customer**

**2.3.1. General**

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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

**2.3. Obligations of the Customer, Cont'd.**

**2.3.1. General, Cont'd**

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.



**SECTION 2 - REGULATIONS, CONT'D.****2.3. Obligations of the Customer, Cont'd.****2.3.2. Claims**

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

**2.4. Customer Equipment and Channels - Business Customers****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 and data communication except as specifically stated in this tariff.

**SECTION 2 - REGULATIONS, CONT'D.****2.4. Customer Equipment and Channels - Business Customers, Cont'd.****2.4.2. Station Equipment**

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

**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 Business Customer's expense.
- (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.

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

**2.4. Customer Equipment and Channels - Business Customers, Cont'd.**

**2.4.3. Interconnection of Facilities, Cont'd.**

- (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:
- (E) "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."

**2.4.4. Inspections**

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

**SECTION 2 - REGULATIONS, CONT'D.****2.5. Payment Arrangements****2.5.1. Nondiscriminatory Service**

The Company will not discriminate against nor penalize a customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this tariff in compliance with the following:

- (A) The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a basic local exchange service that is false, misleading, or deceptive.
- (B) The Company will not charge a customer for a subscribed service for which the customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service.
- (C) If a customer cancels a service, the Company will not charge the customer for service provided after the effective date that the service was canceled.
- (D) The Company will not state to a customer that basic local exchange service will be shut off unless the customer pays an amount that is due in whole or in part for an unregulated service.

**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.

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

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

**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 15 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 15 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- (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.

**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, but not greater than \$150.00 per access line. If a customer's basic local exchange service is subject to usage-sensitive pricing, then the prepayment permitted by this rule shall not be more than the average of charges for similar services purchased in the 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 (or voice channel in high capacity voice services).
- (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) Simple interest on deposits will accrue at a rate equal to the specified by the Michigan Public Service Commission.
- (E) No deposit will be charged for lifeline customer that voluntarily elects to receive toll blocking service.
- (F) 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.
- (G) The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

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Issued under Authority of M.P.S.C. Order Dated June 23, 2016, In Case No. U-17745  
Issued: June \_\_, 2016 Effective: June \_\_, 2016

Issued by: Kevin L Tucker, President  
218 N. Main St., Suite 102A  
Cheboygan MI 49721



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

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

**2.5.6. Discontinuance of Service**

**Part I – Business Customers**

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by providing 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 – 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;
  - (2) 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;
  - (3) Maintaining a delinquent balance of \$125 or more for three consecutive months for basic local exchange service and regulated toll service;
  - (4) 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;
  - (5) Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement;

**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**

- (6) Misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service;
  - (7) 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;
  - (8) 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 – Residential Customers Cont'd**

- (C) Notice of shutoff of basic local exchange service shall contain all of the following information:
- (1) The name and the billing address of the customer and, to the extent possible, the address of the service, if different;
  - (2) A clear and concise statement of the reason for the proposed shutoff of service;
  - (3) The date after which service will be subject to shutoff without further notice unless the customer takes appropriate action;
  - (4) 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;
  - (5) 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
  - (6) 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 – 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.
- (I) After basic local exchange service has been shut off to a Residential Customer, the Company will restore service promptly, but not later than 1 working day after the customer's request, when the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made.

**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**

- (J) Any payments required for service restoration may be made by the customer in any reasonable manner. Payment by personal check may be refused by the provider if the customer has tendered payment in this manner and the check has been dishonored during the last 3 years, excluding bank error.
- (K) Before restoring service, the Company at its option may require 1 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 provider; (b) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service and regulated toll service; (c) Payment of an amount provided by tariff for basic local exchange service restoration; and/or (d) A security deposit or payment guarantee not to exceed \$150 per access line.

**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.

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

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

**2.5.7 Cancellation of Application for Service Cont'd**

- (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.

**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.

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

**2.6. Allowances for Interruptions in Service**

The Company will arrange to clear all out-of-service trouble of a non-emergency nature within the following time frames, unless the customer agrees to alternative arrangements:

- (1) Out-of-service trouble shall be cleared within a monthly average of 36 hours after being reported to or found by the Company.
- (2) The same repeat out-of-service trouble reported or found within 30 days of a prior repair will be repaired the same or next business day after being reported to or found by the Company and identified as a repeat trouble.

**2.6.1. Credit for Interruptions**

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

When a Customer's service is interrupted and remains out-of-service for more than 24 consecutive hours after being reported to the Company or after being found by the Company to be out-of-service, whichever occurs first, or where the company misses an installation or repair appointment, the Company shall make an adjustment to the Customer's account as follows:

If a service interruption exceeds 24 hours, the adjustment shall be a credit equal to 1/30 of the customer's monthly charge for basic local exchange service for each day or portion of each day, commencing when the out-of-service trouble is reported to or found by the provider, until service is restored.



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

Effective on and after June 30, 2013, if a service interruption exceeds 72 hours, the adjustment shall be a credit of \$5.00 per day to the Customer's Account for each day or portion of each day, commencing when the out-of-service trouble is reported to or found by the provider, until service is restored.

Effective on and after June 30, 2013, if a service interruption is the result of a repeat problem, for which the customer first experienced a service outage within the previous 30 days, the adjustment shall be a credit of \$5.00 per day to the Customer's Account for each day or portion of each day, commencing when the repeat out-of-service trouble is reported to or found by the provider, until service is restored.

Computations of such credits shall apply to all charges for basic and regulated optional local services rendered inoperative. The length of such service interruption shall be computed on a continuous basis, Saturdays, Sundays and holidays included.

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) of 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.

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

- (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.

**2.6.2. Limitations on Allowances**

No credit allowance will be made for:

- (1) interruptions due to the cause of, negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, or joint user;
- (2) 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;
- (3) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (4) 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
- (5) interruption of service during a time period in which the Company provides a satisfactory replacement service.

**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.

**SECTION 2 - REGULATIONS, CONT'D.****2.7. Restoration of Service****2.7.1. Business Service Restoration**

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

**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 - RE 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 is set forth in Section 3.14.3.

**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 the 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 and may be delivered as printed copy or electronically. 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 shall give a response to the customer within 10 business days. The Company will use good faith efforts to informally resolve the dispute. Upon request, the Company will provide its disposition of the informal complaint to the customer in writing. 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.

- (1) The customer shall file a formal written complaint with the Michigan Public Service Commission.
- (2) If the customer and the Company cannot agree on an alternative means of dispute resolution within 10 days, they shall participate in a mediation proceeding conducted by administrative law judge or other person designated by the Commission.
- (3) If mediation is utilized, the mediator will provide a recommended settlement to the parties within 60 days after the written complaint was filed.
- (4) 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.
- (5) If the parties accept the recommended settlement, then the recommendation will be adopted by the Commission as a final order.

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

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

**2.12.1 Alternative Dispute Resolution, cont'd.**

- (6) If a party rejects the recommended settlement, then the complaint shall proceed to a contested case hearing before the Commission.
- (7) 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**

- (1) 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.
- (2) The amount that is not in dispute shall be mutually determined by the Company and the Customer.
- (3) 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.
- (4) 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.
- (5) 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 required by the Michigan Public Service Commission.

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

**2.13. Customer Access to Information**

**2.13.1. Publication of Procedures**

- (A) The Company will have a pamphlet available for its customers that, in layman's terms, lists and summarizes the rights and responsibilities of its customers and the Company.
- (B) The pamphlet will be displayed prominently and shall be available at all of the Company's office locations that are open to the general public. The pamphlet shall be available upon customer request at no charge.
- (C) The pamphlet shall include all of the following information:
  - (1) Methods for customers to understand and verify the accuracy of billings.
  - (2) Payment standards and procedures.
  - (3) Procedures for shutoff and reconnection of basic local exchange service.
  - (4) Inquiry, service, and complaint procedures.
  - (5) Commission procedures related to customer complaints.
- (D) The information contained in the pamphlet shall be made available by the Company in audio format to customers who have visual impairments at no cost to the customers. The information may be provided through recorded announcements or the physical provision of a recording.

**SECTION 2 - REGULATIONS, CONT'D.****2.13 Customer Access to Information, Cont'd****2.13.2. Public Access to Rules and Rates**

The Company will keep on file, and provide public access to, a copy of the Michigan Public Service Commission's rules and a schedule of all rates and service charges at all of its offices that are open to the general public. A copy of the schedule of all rates and service charges will also be posted to the Company's website.

**2.13.3. Rate and Special Charges Information**

- (A) Prior to the customer purchasing the service or upon request, the Company will provide each customer a clear and simple explanation of the terms and conditions of the services purchased by the customer including, but not limited to, a statement of all fees, charges, and taxes that will be included in the customer's monthly bill. The explanation statement will include, at a minimum, a good faith estimate by the Company of the actual monthly cost that the customer will be required to pay if the service is purchased.
- (B) Upon the request of a customer or an applicant for service, the Company will explain the rates, charges, and provisions under which it provides service and shall provide a copy of the applicable tariff section or pages for the regulated telecommunication services. This requirement may be satisfied by referring the customer to the Company's internet website containing tariffs if the customer states he or she has access.
- (C) The Company will furnish reasonable access to information and assistance necessary to enable the customer or applicant to obtain the most economical service available to meet the customer's or applicant's stated needs, including state or federal "lifeline" programs that may be available. The Company will advise the customer or applicant about any of the provider's alternative services that are available to meet those needs. The information may include printed explanations of alternative services and rates, some of which may not be regulated.

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

**2.13 Customer Access to Information, Cont'd**

**2.13.3 Rate and Special Charges Information, Cont'd**

- (D) Before changing or installing a service, the Company will furnish the customer or applicant with an estimate of the amount of any service connection charges and an estimate of the initial bill for basic monthly service and any other applicable charges.
- (E) Upon request, the Company will furnish the customer or applicant with a written, detailed estimate of any special charges not specifically set forth in this tariff. Special charges include any of the following:
  - (1) Extraordinary construction, maintenance, and replacement costs.
  - (2) Expenses for overtime work at the customer's or applicant's request.
  - (3) Special installations, equipment, and assemblies.

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

**2.13 Customer Access to Information, Cont'd**

**2.13.4. Public Information**

- (A) The Company will make available to a customer or applicant all of the following information on the Company's website or will provide copies upon request:
- (1) Maps or NPA-NXX data showing local calling areas and zone boundaries.
  - (2) Publicly announced information as to the availability of specific classes of service at a customer's or applicant's location.
  - (3) Publicly announced information concerning plans for major service changes at a customer's or applicant's location.
  - (4) The Company will advise a customer if the customer is located in an area in which the dialing of a 7- or 10-digit number may result in toll charges.
  - (5) The Company will maintain business offices that are adequately staffed with qualified persons to do all of the following:
    - (a) Provide information relating to its services and rates.
    - (b) Accept and process applications for service.
    - (c) Explain charges on bills.
    - (d) Adjust erroneous charges.
    - (e) Enter into payment arrangements.
    - (f) Act as a representative of the Company.
  - (6) The Company will prominently display on its bills and other messages to its customers the Company's phone numbers to be used for customer inquiries, disputes, repairs, and other contacts. The Company will maintain a local or toll-free telephone number by which all customers served by a business office may call that office at no charge.

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

**2.13 Customer Access to Information, Cont'd**

**2.13.4 Public Information, Cont'd**

- (7) The Company will maintain sufficient staffing to ensure that customers and others who call a business office are permitted to talk to a person who is able to provide assistance within a monthly average of 120 seconds of calling the office during normal business hours.
- (8) The Company will keep on file, and provide public access to, a copy of the Michigan Public Service Commission's rules and a schedule of all rates and service charges at all of its offices that are open to the general public, as well as on the Internet. Upon the request of a customer and at no cost to the customer, the Company will provide a customer with 1 copy of the rules and the rate schedules applicable to the customer's usage.
- (9) The information referred to in this section shall be made available by the Company in audio format to customers who have visual impairments at no cost to the customers. The information may be provided through recorded announcements or the physical provision of a recording.

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

**2.13 Customer Access to Information, Cont'd**

**2.13.5. Telephone Directories and Information**

- (1) The Company will furnish to new customers and annually to existing customers, at no additional charge, an up-to-date telephone directory for the customer's area unless the Company and customer agree otherwise. The Company may, at its sole discretion, publish its own directory or provide a directory published by another directory provider.
- (2) The front cover of each directory will indicate the area included in the directory and the month and year of issue. The front portion of the directory will conspicuously feature information about placing calls to emergency services, police and fire departments, 9-1-1 service, 2-1-1 service, and dual party relay service.
- (3) 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.
- (4) Each directory will contain instructions concerning all of the following:
  - (a) Placing of local and long-distance calls.
  - (b) Obtaining repair and directory assistance services.
  - (c) The locations and telephone numbers of the provider's business office or offices for the area served by the directory.
  - (d) The means to determine which numbers are in the local calling area.

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

The regulations set forth in this section govern the unregulated service offerings of the company and the application of rates for those services. This section should be read in conjunction with the Company's Tariff M.P.S.C. No. 1 – R for regulated service offerings. Where any conflict arises between the terms of the Company's Tariff M.P.S.C. No. 1 – R and this tariff, Tariff M.P.S.C. No. 1 – R applies. Actual rates are contained in Section 4 of this tariff although some service-specific rates are shown in this section as well.

**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 billed 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.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.2 Charges Based on Duration of Use (Cont'd)**

**3.2.2. Applicable Rate Periods**

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

Day:	8:00 AM-5:00 PM (Monday thru Friday).
Non-Day:	All other times.



**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.3. Rates Based Upon Distance**

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1.** Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. These rate centers are assigned a set of geographic coordinates, as referenced in Telcordia Terminating Point Masterfile (TPM) which associates each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number with a rate center). Rate centers and their geographic coordinates are listed in the industry Local Exchange Routing Guide (LERG). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the wire or rate center of the Customer's main billing telephone number.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.4. Calculation of Distance**

Usage charges are based on the airline distance between the serving rate centers associated with the originating and terminating points of the call. The serving rate centers of a call are determined by area code and exchange numbers. All calls are billed from the End-user's serving rate center to the terminating point serving rate 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 TMP/Local Exchange Routing Guide 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:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_1)^2}{10}}$$

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.5. Directory Listings**

Please see Tariff M.P.S.C. No. 1 – R.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.6. Types of Communications Services Offered**

The Company provides switched, telephonic-quality voice and data transmission services that enable end-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 unregulated services offered are:

- Basic Local Exchange Service
- Local Business Line Service
- Analog Trunk Service
- Digital Trunk Service
- ISDN-BRI
- ISDN-PRI
- Special Construction
- Customer-owned Coin Operated Telephone Service
- Caller Identification Service
- Business Group Dialing Service
- Custom Calling Services
- Intra-LATA Pre-subscription Service
- 976 Services
- Intra-LATA Toll Service (Section 5)
- ICB Arrangements

Any unregulated communications services not otherwise listed in this tariff may be offered on an individual contract basis. Please contact the Company for specific terms or a quotation on such services.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.7. Basic Local Exchange Service****3.7.1. General**

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on the Company's switching network. Basic Telephone Exchange Service is furnished with touch-tone dialing as a standard feature. The standard and Optional features and functions are stated for each service offering. Basic Local Exchange Service enables the Customer to:

- (A) 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.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.7 Basic Local Exchange Service (Cont'd)**

**3.7.2 General (Cont'd)**

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 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.7 Basic Local Exchange Service (Cont'd)****3.7.2. Local Business Line Service**

Local Business Line Service provides a customer with all the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Local Business Line Service includes unlimited local calling. See Section 4 for rates.

Call detail of individual long distance and local calls will not be provided on the monthly bill.

**3.7.3. Local Residential Service Offerings**

Local Residential Line Service provides a residential customer with all of the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. See Section 4.1 for rates.

Call detail of individual long distance and local calls will not be provided on the monthly bill.

**(A) Unlimited Residential Basic Local Exchange Service**

The monthly rate for the Unlimited Residential Basic Local Exchange Service Calling Plan entitles the customer to unlimited outgoing calls per month within the local calling area without additional charge beyond the monthly rate per access line. Usage under any optional plans cannot be aggregated with this plan.

**(B) Additional Residential Basic Local Exchange Offerings and Services**

Please see Tariff M.P.S.C. No. 1 – R.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.7 Basic Local Exchange Service (Cont'd)****3.7.4. Optional Unregulated Plans and Feature Functions**

Optional unregulated feature functions and calling plans may be available from time to time at the discretion of the Company. These plans and options are not regulated by the Commission, but are otherwise subject to the conditions contained in this tariff. Among the optional feature functions that may be available are the following:

- Call Forwarding – Busy, Don't Answer, Variable, Remote Activation
- Call Waiting – Cancel Call Waiting
- Call Waiting ID
- Customer Changeable Speed Dial
- Remote Call Forwarding
- Three-way Calling
- Return Call, Call Trace, ANI
- Caller ID with name
- Caller ID (number only)
- Caller ID blocking
- \*66 Repeat Dialing
- \*69 Automatic Callback
- \*67 Per Call Block
- Call Block (Toll restriction, collect calls, Third Party Billing)

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.8. Directory Assistance Service**

Please see Tariff M.P.S.C. No. 1 – R.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.9. Analog Trunk Service****3.9.1. Description**

Analog Trunk Service provides the customer with a single, analog, voice-grade communications channel that can be used to place or receive one call at a time. Each Analog Trunk will include a telephone number except in a hunting arrangement where only one telephone number may be provided. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Analog Trunk is offered on a measured or message rate basis. The signal is an analog signal at the DS-O level.

Flat rate denotes service where available, for a stated monthly rate, unlimited calling is allowed to all other local lines/trunks in the local service area of the exchange in which it is furnished.

Measured rate denotes service where calls to all other local lines/trunks in the local calling area of the exchange in which it is furnished are billed on a length of call basis.

Message rate denotes service where calls to all other local lines/trunks in the local service area of the exchange in which it is furnished are billed on a per call basis.

Rates and Charges are set forth in Section 4.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.9 Analog Trunk Service (Cont'd)**

**3.9.2. Timing of Measured Rates**

Unless otherwise indicated, all Measured Rate calls are billed in six-second increments with a minimum charge of one minute per call.

For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station, or mobile unit specified or an agreed alternate.

Call timing ends when the calling station and/or called station “hangs up,” thereby releasing the network connection.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.10. Digital Trunk Service****3.10.1. Description**

Digital Trunk Service provides the Customer with PBX or PBX-like equipment with connection to the public switched telecommunications network via a DS-1 digital transmission facility operating at 1.544 Mbps and time division multiplexed into 24 voice-grade communications channels to provide dial tone for placing or receiving one call at a time.

Digital Trunks may be provisioned with either Dual Tone Multi-frequency (DTMF), Dial Pulse (DP) or Multi frequency (MF) signaling, and may be configured into hunt-groups with other Company provided trunks. Each individual channel may be equipped with Direct-Inward-Dialing (DID) and or two way capability. Each Digital Trunk is offered on a flat rate measured rate, or message rate basis.

Flat rate denotes service where available, for a stated monthly rate, unlimited calling is allowed to all other local lines/trunks in the local service area of the exchange in which it is furnished.

Measured rate denotes service where calls to all other local lines/trunks in the local calling area of the exchange in which it is furnished are billed on a length of call basis.

Message rate denotes service where calls to all other local lines/trunks in the local calling area of the exchange in which it is furnished are billed on a per-call basis.

Each Digital Trunk is provided with the following standard features:

Terminal Interface: DSX-1 panel

Tone Dialing, Multi-frequency, or Dial Pulse signaling

Hunting

Additional optional features, including Automatic Number Identification (ANI), Dialed Number Identification Service (DNIS), ISDN PRI, Two Way and Direct Inward Dialing (DID), are also available.

Rates and Charges are set forth in Section 4.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.10 Digital Trunk Service (Cont'd)**

**3.10.2. Timing of Measured Rates**

Unless otherwise indicated, all Measured Rate calls are billed in six-second increments with a minimum charge of one minute per call.

For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station, or mobile unit specified or an agreed alternate.

Call timing ends when the calling station and/or called station “hangs up,” thereby releasing the network connection.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.11. Integrated Service Digital Network (ISDN) – Basic Rate Interface****3.11.1. Description**

ISDN-BRI service provides 2B+D switched access to the public switched telecommunications network for the transmission of circuit switched voice, circuit switched data and packet switched data on an incoming and outgoing basis.

Circuit switched voice and data provides the customer the ability to originate and receive respectively switched voice and switched data calls over a 64 Kbps channel, including video or fax.

BRI lines have two 64 Kbps B channels. Each channel can have a separate phone number that can be used as a regular phone line, or the two B channels can be combined to create a single, higher bandwidth channel.

BRI has one 16 Kbps data or D channel used primarily for signaling and data transmission.

BRI service is offered on a flat measured, or message rate basis.

Flat rate denotes service where available, for a stated monthly rate, unlimited calling is allowed to all other local lines/trunks in the local service area of the exchange in which it is furnished.

Measured rate denotes service where calls to all other local lines/trunks in the local calling area of the exchange in which it is furnished are billed on a length-of-call basis.

Message rate denotes service where calls to all other local lines/trunks in the local calling area of the exchange in which it is furnished are billed on a per call basis.

Rates and charges are set forth in Section 4.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.11 Integrated Service Digital Network (ISDN) – Basic Rate Interface (Cont'd)**

**3.11.2. Timing of Measured Rates**

Unless otherwise indicated, all Measured Rate calls are timed in one-second increments with a minimum charge of one minute per call.

For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station, or mobile unit specified or an agreed alternate.

Call timing ends when the calling station and/or called station “hangs up,” thereby releasing the network connection.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.12. Integrated Service Digital Network (ISDN) – Primary Rate Interface (PRI)**

**3.12.1. Description**

ISDN – PRI service provides 23B+ D (twenty-three 64 Kbps B channels and a 64 Kbps data channel) access on a DSX-1 interface. PRI Voice service is offered on a flat, measured, or message rate basis. PRI Data service is offered on a flat or measured rate basis.

Flat rate denotes service where, for a stated monthly rate, unlimited calling is allowed to all other local lines/trunks in the local service area of the exchange in which it is furnished.

Measured rate denotes service where calls to all other local lines/trunks in the local calling area of the exchange in which it is furnished are billed on a length-of-call basis.

Message rate denotes service where calls to all other local lines/trunks in the local calling area of the exchange in which it is furnished are billed on a per call basis.

Additional optional features include:

Non-Facility Associated signaling

D-Channel Backup

Associated 24 Channel PRI

Rates and charges are set forth in Section 4.



**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.12 Integrated Service Digital Network (ISDN) – Primary Rate Interface (PRI) (Cont'd)**

**3.12.2. Timing of Measured Rates**

Unless otherwise indicated, all Measured Rate calls are billed in six-second increments with a minimum charge of one minute per call.

For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station, or mobile unit specified or an agreed alternate.

Call timing ends when the calling station and/or called station “hangs up,” thereby releasing the network connection.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.13. Operator Assistance/Service**

Please see Tariff M.P.S.C. No. 1 – R.

**3.14. Special Construction**

**3.14.1. Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges; (3) termination liabilities, or (4) combinations thereof.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.14 Special Construction (Cont'd)****3.14.2. Basis for Cost Computation**

The costs referred to in 3.14.1 above may include one or more of the following items to the extent they are applicable:

- (1) Cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of: equipment and materials provided or used, engineering, labor and supervision, transportation, and rights of way;
- (2) Cost of maintenance;
- (3) Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- (4) Administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items;
- (5) License preparation, processing, and related fees;
- (6) Tariff preparation, processing, and related fees;
- (7) Any other identifiable costs related to the facilities provided, or
- (8) An amount for return and contingencies while maintaining competitiveness.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.14 Special Construction (Cont'd)**

**3.14.3. Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

The termination period is the estimated service life of the facilities provided.

The amount of the maximum termination liability is equal to the estimated amounts for: Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of: equipment and materials provided or used, engineering, labor and supervision, transportation, and rights of way; license preparation, processing, and related fees; tariff preparation, processing, and related fees; any third-party fees; cost of removal and restoration, where appropriate, and any other identifiable costs related to the specially constructed or rearranged facilities.

The Customer shall be billed for the difference between the monthly recurring charge paid and the highest monthly recurring rate applicable at the time the contract was signed. That amount shall be multiplied by the number of months Customer was actually in service, and added to any and all costs allocable in Paragraph 2 (above).

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.15. Telecommunications Relay Service (TRS)**

Please see Tariff M.P.S.C. No. 1 – R.

**3.16. Individual Case Basis Arrangements (ICB)**

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. The contracts will be made available to the Commission on request.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.17. Customer-Owned Coin Operated Telephone Service (COCOTS)**

Customer-owned, coin operated telephone service is the provision of a private business measured rate COCOT line where the Customer owns, provides and administers the end-user terminal coin-operated equipment. The Customer shall be solely responsible for the provision, installation, operation, maintenance, conformance with Part 68 of FCC rules and all aspects of business relations with its users, including the posting of appropriate information relative to service provider, trouble reporting and how to obtain refunds and adjustments.

The Customer will assume full responsibility for compliance with all state and federal rules governing the provision of COCOTS and will advise the Company where a third party will be acting for the Customer.

Directory Listings are provided with the service as well as Call Screening.

The rates applicable to the service consist of Non-recurring service charges and monthly charges specified in Section 4 of this tariff.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.18. Caller Identification Services****3.18.1. Calling Party Number Blocking**

Calling Party Number Blocking provides telephone customers with the capability to prevent the disclosure of the calling telephone number on calls made to an exchange service equipped with Caller ID and other Advanced Custom Calling services where the calling party number may be disclosed. Calling Party Number Blocking is available on a per service basis for residence and non-residence customers.

**3.18.2. Calling Party Number Blocking (Cont'd)**

Per call Calling Party Number Blocking is accomplished by the customer dialing an activation code (\*67 for Touch-Tone) prior to placing each call for which blocking is desired. Per call blocking is automatically provided without charge to all customers in central offices equipped to offer Caller ID or other Advanced Custom Calling Services where calling party number may be disclosed.

Per Line Calling Party Number Blocking automatically prevents the display of the calling telephone number on all calls dialed from an exchange service equipped with this option. It is not necessary to dial an activation code prior to placing the call. Calls may be unblocked on a per occurrence basis by dialing an activation code.

No business, organization or other person may use Calling Party Number Blocking where the primary purpose is to make telephone solicitation calls. The term “telephone solicitation” means the initiation of a telephone message primarily for the purpose of encouraging a person to purchase, rent, or invest in property, goods, or services or to donate to any charity or similar organization or entity without that person’s prior express invitation or permission.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.14 Caller Identification Services (Cont'd)****3.18.3. Caller ID**

Caller ID allows a customer to identify the telephone number from which a call is being made. The telephone number of the person initiating the call is displayed on a customer-provided display device. The customer-provided display device must conform with the Company's Technical References. Caller ID is offered in appropriately equipped central offices.

**3.18.3.1. Caller ID With Name**

Caller ID with Name works along with Caller ID and provides for the display of an incoming telephone number and listed name associated with that telephone number, on a customer-provided display device attached to the customer's (called party's) line or set. The customer-provided display device used to interface with Caller ID and Caller ID with Name must conform with the Company's Technical Reference Specifications.

Unless Calling Party Number Blocking is activated, the telephone numbers and names associated with all calls originating from appropriately equipped switches will be displayed.

Caller ID with Name is offered in appropriately equipped central offices.



**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.14 Caller Identification Services (Cont'd)****3.18.4. Call Return**

This custom feature enables a customer to place a call to the telephone number associated with the most recent call received, whether or not the call was answered. The customer can dial a code (\*69) and the number from which the last incoming call that was placed is announced/displayed. The call will not be returned, announced, or displayed if it is marked private through the activation of per call or per line number privacy. If the customer wishes to return the call, a code is dialed to place the call. If the called line is not busy, the call is placed. If the called line is busy, a confirmation announcement is heard, the customer hangs up and a queuing process begins where both the originating and terminating lines are checked for a period of thirty minutes for availability to complete the call. During this process, if the called line becomes available, the originating customer is notified by a distinctive ring that the network is ready to place the call. When the customer picks up the telephone, the call will automatically be placed.

Call Return does not interfere with the normal operation of incoming and outgoing calls during the queuing process. Call Return is considered activated when the customer dials the first code. The Call Return customer is responsible for any applicable local or toll usage charges for returned calls. The service cannot be activated for all telephone numbers, for example, 700, 800, or 900 numbers.

Rates and Charges are shown in Section 4 following.

\* Not available without Caller ID

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.19. Business Group Dialing.**

Business Group Dialing is an enhanced local service offering abbreviated dialing and standard enhanced features designed to provide efficient communication between and among customers of the Company at more than one location. The service will allow station-to-station or station-to-line dialing between customer Key Systems, PBXs, Single Business Lines, or ISDN PRI services. Intra-Group calls made using this service are not subject to per-call charges. The service also can be custom designed to provide the same features and functions between and among customers of the Company utilizing Company-provided numbers or numbers of other local service providers ported to the Company.

**3.19.1. Service Requirements**

Business Group Dialing is not a stand-alone service. It is offered as a vertical service (enhanced) offering that requires subscription to the Company's local exchange service at the location(s) desiring the service. Where this service is requested to be extended to location(s) beyond the territory of the Company, appropriate rates apply and in instances where special equipment or transport is required, rates may be based on an Individual Case Basis (ICB).

**3.19.2. Standard Features and Functions Described:**

Business Group Dialing standard features and functions are as follows:

- (1) Intercom: Provides station-to-station or station-to-line dialing without per call charges.
- (2) Hold (intra group): Allows a user to place an intercom call on hold.
- (3) Transfer (intra group): Allows a user to transfer calls within the calling group.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.14 Business Group Dialing (Cont'd)****3.19.3. Rate Structure**

The pricing elements for this service include one-time charges (non-recurring) and monthly charges (recurring) the non-recurring charge covers the configuration of the dialing plan per line. Where customer commits to a three- (3)- or five- (5)-year contract, the non-recurring charges are waived. The recurring charge covers the group standard features and functions for the service type desired. Slightly higher rates apply for non-Company numbers.

In certain configurations requiring special equipment or arrangements where non-Company local numbers are desired, the service may be offered on an ICB basis of cost-to-provide. Customer will be advised in advance of such costs.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.20. Custom Calling Service****3.20.1. General Description**

Custom calling service provides a complete end-user solution designed to provide Centrex-like functionality from AirNorth Communications, Inc. central office.

**3.20.2. Standard System Features**

Virtual Network Access Circuits (Trunked) Exchange access is restricted to a user-specified total number of active calls (access paths).

Individually Billed Access Paths Billing is determined by the total number of access paths specified.

Direct Inward Dialing Arrangements which allow an incoming call to reach another station line of the customer without attendant assistance.

Individual Dialing Plan Provides the ability to interpret dialed digits according to customer-specific dialing sequences.

Intercom Dialing Permits the customer to dial an access code to reach another station of the customer without having to dial 7 digits.

Full, Semi, and Unrestricted Capability

Fully Restricted: Allows only station-to-station (intercom) calling capabilities.

Semi-Restricted: Allows access to the exchange network for local calling only.

Unrestricted: Allows access to the exchange network, the toll network or any service accessible by dialing.

Access Treatment Screening Stations can be individually allowed or disallowed access to system features.

Attendant Capabilities Attendants may be designated to handle incoming, internal, and other call types with various special telephone consoles.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.20 Custom Calling Services (Cont'd)****3.20.2 Standard System Features (Cont'd)**

Centralized Attendant Service For multi-location customers, the attendees can be located at only one site.

Flexible Night Service Provides the ability to forward each listed directory number to a unique customer-changeable night directory number.

Automatic Station Message Detail Recording – ASMDR Provides a record (via printout) of call details (date, time, etc.) on outgoing calls.

**3.20.3. Advanced System Features**

Auto Route Selection Directs outgoing calls to the customer's most preferred available route. If the primary route is busy, the ARS feature automatically tries alternate routes. The customer will preselect a sequence of routes, which may include private or public carrier services. A warning tone is provided to indicate the selection of the least preferred route.

Account Code Permits stations and attendants to dial in an 8-digit account code when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Authorization Code Allows different station users to have different calling privileges. Dialing capabilities can be defined and restricted to authorized personnel.

Time of Day Do Not Disturb Activates Do Not Disturb at particular times. Allows for setting both the time and day for a particular action to occur (for example, the customer wants to have "do not disturb" feature activated at noon Tuesday through Wednesday).

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.20 Custom Calling Services (Cont'd)****3.20.3 Standard System Features (Cont'd)**

Time of Day Routing Changes routing by time of day.

Dial Call Waiting Provides the ability for originating stations to invoke a Call Waiting service on selected intragroup calls.

Priority Ringing Differentiates incoming calls by signaling the customer with a distinctive ringing pattern.

**3.20.4. Optional System Features**

Custom Calling Service Access Circuit – Music on Hold Allows customers the option to provide music or any other type of customer-provided audio source to calls on hold.

Custom Calling Service Access Circuit – Loudspeaker Paging Allows dial access to subscriber-owned loudspeaker paging equipment. The paged party can be connected to the calling party by dialing an answering code from any station within the subscriber group.

Custom Calling Service Access Circuit – Pollable SMDR Provides a record of call details (date, time, etc.) on outgoing calls placed over a customer's private or public facilities on an interactive basis.

Custom Calling Service Access Circuit – Private Facilities Allows the customer to have dial access to various types of public and private switching arrangements, i.e. 800-Service Facility Group, Tie Trunk access or Common Control Switching Arrangements, provided by a subscriber dialed access code.

Custom Calling Service Access Circuit - Voice Mail Provides integrated access to the central office voice mail system as part of the dialing plan.

Six-Way Conference Circuit Allows a station user to initiate a conference call. A total of five conferees can be added to the conference in addition to the originator. The customer may order more than one conference circuit.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.20 Custom Calling Services (Cont'd)****3.20.5. Custom Calling Service Stations**

The following features are available with each line located at a designated customer primary location. Where facilities and operating conditions exist, features of the custom calling system may be extended to stations of the same system located at customer secondary locations.

**3.20.5.1. Standard Station Features**

**Individual Telephone Number** Each station line has its own telephone number.

**Individual Access Screening** Each station is assigned its own access treatment code for call screening.

**Single-Digit Dialing** Permits a station user to reach selected lines or other internal facilities for special customer services by dialing a single-digit code.

**Hot Line Station** Automatically calls a pre-selected station when the Hot Line station goes off hook.

**Touch-Tone** All station lines are equipped for Touch-Tone dialing.

**Call Hold** Allows a station user to hold any call in progress, thereby freeing the line for the purpose of originating another call or answering a waiting call.

**3-Way Calling** Allows a station in talking state to add a third party to the call. To add a third party to the call, the 3-Way Calling subscriber flashes the switchhook once to place the other party on hold, receives a dial tone, dials the telephone number of the third party, and then flashes the switchhook again to establish the three-way connection.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.20 Custom Calling Services (Cont'd)****3.20.5 Custom Calling Service Stations (Cont'd)****3.20.5.1 Standard Station Features (Cont'd)**

## Call Forwarding – Variable

(On-Net) When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same custom calling system, or to the attendant position. The attendant also may activate this feature for a station line user.

(Off-Net) The same as Call Forwarding Variable Limited except that incoming calls may be routed automatically to a telephone number outside the system or to station lines within the same system. The attendant may not activate this feature to a telephone number outside the system for a station line user. Calls forwarded outside the AirNorth Communications, Inc. Custom Calling System are subject to the appropriate charges for local and toll messages.

Call Forwarding - Busy Allows incoming calls to a busy station to be routed to a preselected station line, attendant, or voice mail system within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding – Don't Answer Allows incoming calls to be automatically routed to a preselected station line, attendant, or voice mail system in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Remote Activation of Call Forwarding Allows the user to activate and/or deactivate the Call Forwarding feature from any remote location, using a Touch-Tone phone.

Hunting Routes a call to an idle station line in a prearranged group when the called station line is busy.



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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.20 Custom Calling Services (Cont'd)**

**3.20.5 Custom Calling Service Stations (Cont'd)**

**3.20.5.1 Standard Station Features (Cont'd)**

Call Park Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing the feature code and the line number against which the call is parked.

Call Pickup Allows a station line to answer incoming calls to another station line within a defined pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Auto Recall (intra-group) Permits the station user to have calls automatically redialed, within a defined group within the system, when the first attempt reaches a busy.

Customer Changeable Speed Calling Allows a user to establish a speed-calling list, each station of which is associated with a unique 2-digit speed calling code. Initial entry and changing of a speed-calling list are directly input by the user.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.20 Custom Calling Services (Cont'd)****3.20.5 Custom Calling Service Stations (Cont'd)****3.20.5.2. Optional Station Features**

Automatic Callback – Outside Allows a station user who encounters a busy condition to be called back automatically when the called line becomes idle.

Automatic Recall – Outside Automatically redials the last incoming call.

Caller ID – Outside Provides the station user with the telephone number of the calling party before answering the phone.

Selective Call Acceptance – Outside Allows user to create a list of telephone numbers from which he or she is willing to accept calls. List limit is 31.

Selective Call Rejection – Outside Allows user to create list of telephone numbers from which he or she does not wish to receive calls. Calls from telephone numbers on the list are sent to an announcement that informs the caller user is not receiving calls at this time. List limit is 16.

Selective Call Forwarding – Outside Allows user to create a list of “selected” telephone numbers to be forwarded to another number. Calls from the telephone numbers on user’s list will be forwarded to the number user has designated. List limit is 16.

Screen List Editing/Selection Control Allows users to create and modify lists of telephone numbers associated with a directory number. These listed numbers are used to identify calling parties. Interactive recorded announcements are used to guide users in editing screening lists.

**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.20 Custom Calling Services (Cont'd)**

**3.20.6. Custom Calling Service Line Features – ISDN Interface**

**3.20.6.1. Class of Service Restriction**

Fully Restricted Capability: Allows only station-to-station (intercom) calling capabilities.

Semi-Restricted Capability: Allows access to the exchange network for local calls only.

Unrestricted Capability: Allows access to the exchange network, the toll network or any service accessible by dialing.

**3.20.6.2. Other Features**

National ISDN Compatibility

Out-of-Band (D channel) Signaling

Custom Calling Service Line Features – ISDN Interface

Coverage for Analog or ISDN Sets One ISDN station line can observe the state (busy or idle) of other station lines, whether analog or ISDN.

Multi-point ISDN Line Allows up to 8 separate devices to be connected to one ISDN station line.

Multiple Call Appearances Same Number A directory number that is assigned more than one business set. The business sets that are assigned this directory number are known as a Multiple Appearance call group.

Multiple Telephone Number Coverage One station line can answer calls to many telephone numbers.

Simultaneous Voice/Data/Signaling Voice, data, and signaling happens simultaneously without interruption or interference.

Two Status LEDs per Appearance

Voice/Data Protection Prevents data calls from being interrupted by call-waiting tones, testing, or busy verification attempts.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.21. Intra-LATA Pre-subscription Service**

Please see Tariff M.P.S.C. No. 1 – R.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.22. 976 Service****3.22.1. Description of Service**

- (A) 976 Service consists of transporting an Information Provider's pre-recorded announcements or interactive programs between Company's territory and the 976 Information Provider and provision of Billing and Collection Services. The Company will provide Billing and Collection services to 976 providers on a detariffed basis. 976 Service enables a caller, for a charge, to dial an information 976 telephone number and receive a 976 Provider's recorded announcement or interactive program. Charges for 976 calls will be determined by the Information Provider. These charges are in addition to any applicable Company toll or local measured usage charges.
- (B) A caller to a 976 number is a client of the Information Provider and/or 976 Program sponsor.
  - (1) Pay-Per-Call Services are telecommunications services which permit simultaneous calling by a large number of callers to a single telephone number and for which the calling party is assessed, by virtue of completing the call, a charge that is not dependent on the existence of a presubscription relationship and for which the caller pays a per-call or per-time-interval charge that is greater than, or in addition to, the charge for transmission of the call.

**3.22.2. Regulations**

- (A) 976 Service Provider sponsorship of any particular recorded announcement or interactive program shall not preclude the Company from providing service to another 976 Service Provider sponsoring the same or similar announcement or program.
- (B) The 976 Service Provider shall defend, indemnify and save harmless the Company from and against any and all losses, claims, demands, causes of action, damages, costs or liability in law or in equity of every kind and nature whatsoever, including attorney fees, arising directly or indirectly from material transmitted, and from any act or omission of the Provider or caller while using or attempting to use 976 Service and facilities.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.22 975 Service (Cont'd)****3.22.2 Regulations (Cont'd)**

- (C) The limitation of the Company's liability is set forth in Section 2.1.4 of this tariff.
- (D) The Information Provider will be billed a minimum of 60 seconds transport regardless of the length of the call. After the first 60 seconds, the Information Provider is charged transport in increments of 30 seconds.
- (E) The 976 Service Provider is responsible for provision of the recorded announcement or interactive program and all necessary Provider premises equipment.
- (F) The 976 Service Provider's automatic announcement equipment will be of a design which automatically disconnects after playing out one full cycle of the message.
- (G) The name, address, and telephone number for inquiries of information providers which have transport arrangements with the Company may be released to callers upon request. The Company may, at its discretion, and if the information is available, release the same information for providers with whom it does not have transport arrangements.
- (H) The Company will give a one-time credit for unauthorized or unknown adult-placed 976 calls.
- (I) Access to 976 Service programs will not be permitted for calls from pay telephones, third number billed, collect, and operator-assisted calls.
- (J) The Company will immediately terminate service to any 976 Service Provider for fraud, abuse, or unlawful business practices.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)****3.22 975 Service (Cont'd)****3.22.3. 976 Service Provider Obligation**

- (A) The 976 Service Provider will furnish continuous uninterrupted automatic recorded announcement or interactive program service.
- (B) The Provider is responsible for the preparation and recording of all announcement and shall be solely responsible for the contents of the announcements and the quality of speech or sounds of the recording.
- (C) The Provider understands and agrees that all announcements must comply with the Federal, State, and Local laws, rules, and regulations.
- (D) Each Provider advertisement, publication, or other communications containing the 976 Service telephone number to be called shall clearly and conspicuously display the 976 Service local calling area, what the per-call rate is for direct-dialed calls from within that area, and that calls from outside the area will be at normal toll rates plus the 976 Service call rate.

In addition, all television advertisements must include a voice-over announcement of the price of the 976 call and, in those advertisements directed to minor children, an admonition to seek parental permission before calling the 976 number.

All 976 Service programs directed to minor children which contain an inducement or “teaser” to call back shall include an admonition to seek parental permission before calling back and indicate charges are involved in making the call. All 976 Service programs containing a cross-promotion to another recording shall include an announcement of the price of the cross-promoted 976 Service call.

- (E) The Provider assumes all financial responsibility for all costs involved in providing announcements or interactive program services, including but not limited to, the Provider premises equipment, producing the announcement, or interactive program development, advertising, and promotional expense.

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**SECTION 3 - UNREGULATED SERVICE OFFERINGS (Cont'd)**

**3.22 976 Service (Cont'd)**

**3.22.4 976 Service Provider Obligation**

- (F) The Provider is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements, or performance are used in connection with this service, and from all holders of copyrights, trademarks, and patents used in connection with said service.

## SECTION 4 - 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.

#### 4.1.1. Local Business Line Service

##### 4.1.1.1. Measured Service Options

Flat rate denotes service where available, for a stated monthly rate, unlimited calling is allowed to all other local lines/trunks in the local service area of the exchange in which it is furnished.

Measured rate denotes service where calls to all other local lines/trunks in the local service area of the exchange in which it is furnished are billed on a length-of-call basis.

Unless otherwise indicated, all Measured Rate calls are billed in six-second increments with a minimum charge of one minute per call.

For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station, or mobile unit specified or an agreed alternate.

Call timing ends when the calling station and/or called station “hangs up,” thereby releasing the network connection.

##### 4.1.1.2. Message Rate Options

Message rate denotes service where calls to all other local lines/trunks in the local service area of the exchange in which it is furnished are billed on a per call basis.

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**SECTION 4 – RATES AND CHARGES (Cont'd)****4.1 Basic Local Exchange Service (cont'd)****4.1.1 Local Business Line Service (cont'd)****4.1.1.3. Business Rates**

A Local Business Line Customer will be charged applicable Non-Recurring Charges and Recurring Charges below, and Usage Charges as specified below. Local Business Line Charges will vary based on whether the Customer chooses the Flat Rate, Measured Rate, or Message Rate Service Option.

Recurring charges for each Flat Rate, Measured Rate, or Message Rate Local Business Line apply as follows:

The rates set forth in this section apply to all direct-dialed local calls.

<b>Recurring Charge For Each Flat Rate Line</b>	<b>Rate</b>
Month-to-Month	16.50
2 Year	16.50
3 Year	16.50
5 Year	16.50
<b>Recurring Charge for Each Measured Rate or Message Rate Line</b>	
Month-to-Month	16.50
2 Year	16.50
3 Year	16.50
5 Year	16.50
<b>Usage Rates for Local Business Line Calls</b>	
Measured Rate	.07
First Minute	
Each Additional Second	
Message Rate (Per Call)	
Local Business Line Value Package	N/A
Call Transfer	
Three Way Calling	

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.1 Basic Local Exchange Service (cont'd)**

**4.1.1 Local Business Line Service (cont'd)**

**4.1.1.3 Business Rates**

Automatic Call Back (*69)	
Repeat Dialing (*66)	
Speed Dial 8	
Call Forward – Variable	
Call Forward – Busy / No Answer	
Call Forward – Remote Activation	
Caller ID with Name	
Call ID (Number only)	
Call Waiting ID	
Call Waiting	

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.1 Basic Local Exchange Service (cont'd)**

**4.1.2. Residential Basic Line Service**

Per Line per Month                      \$ xx.xx

The following features are included with Residential Basic Line Service:

Local calls      Unlimited

Long distance calls      Unlimited

Caller ID with name

Call Waiting ID

Do Not Disturb

Call Privacy - \*67

Repeat Dialing - \*66

Automatic Call Back - \*69

Three-Way Calling

Speed Dial 8

Call Forwarding

Voice Mail

Inside Wire Maintenance

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**SECTION 4 – RATES AND CHARGES (Cont'd)****4.1 Basic Local Exchange Service (cont'd)****4.1.2 Residential Basic Line Service (cont'd)**

The following additional features are available from the Company in conjunction with the purchase of Residential Basic Line Service, or Primary Basic Local Exchange Service:

Caller ID with Name	6.50
Do not disturb	N/A
Call Waiting	7.25
Call Waiting ID **Requires Caller ID subscription**	7.25
Distinctive Ring	3.50
Call Screener	4.00
Speed Dial 8	2.75
Call Privacy *67	N/C
Repeat Dialing *66	N/C
Automatic Call Back *69	N/C
Three-Way Calling	2.75
Voicemail	7.25
Enhanced Voice Mail	9.25
Movers' Voice Mail	N/A
Multi Ring Service	4.00
Relocation Ring	4.00
Vacation Disconnect	4.00
Selective Call Rejection	4.00
Selective Call Acceptance	4.00
Selective Call Forwarding	
Anonymous call rejection	1.50

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**SECTION 4 – RATES AND CHARGES (Cont'd)****4.1 Basic Local Exchange Service (cont'd)****4.1.2 Residential Basic Line Service (cont'd)****4.1.2.1. Additional Charges**

The following additional charges apply to Residential Basic Line Service or Primary Basic Local Exchange Service:

NON-RECURRING CHARGES	
Vanity Telephone Number	\$25.00
PIC1 Change (1 <sup>st</sup> change per line)	\$5.50
PIC2 Change (2 <sup>nd</sup> change per line)	\$1.50
Reconnect Fee	\$50.00
Service Order Charge – feature change or Central Office work	\$5.00 Per order)

DIRECTORY AND LINE INFORMATION	
Primary Listing	No Charge
Additional Listing	\$3.00
Non-published Number	\$3.00
Non-Listed Number	\$3.00
Information Listing	\$3.00
Alternate Listing	\$3.00
900/Third Party/Collect Call Blocking	Free upon request

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.2. Service Connection Charges**

**4.2.1. Description**

Service Connection Charges are one-time charges associated with a service or item of equipment which applies on a per-item basis each time the service or an item of equipment is provided and includes, but is not limited to the following:

**Service Connection Charge:** A Service Connection Charge is a one-time charge, which applies for Company work associated with activities to set up/change accounts, including, but not limited to, service order issuance, programming, billing, etc., for installations, moves, changes, or rearrangements of services and/or equipment.

**Subsequent Non-Recurring Charge:** A non-recurring charge may apply to the installation, change, or move of services, as specified in tariffs for each service or item of equipment, in addition to rates identified within this section of the tariff.

**Labor Charge:** Labor Charges are one-time charges related to work performed by the Company or a Company representative associated with customer premises visits. Charges are broken down as follows:

**Regulated –** Charges for work done on the Company's side of the protector/Subscriber Network Interface (SNI) and Demarcation Point or Network Interface Device (NID). This may include, but is not limited to, the move of a Demarcation Point or move the (SNI), at the customer's request.

**Maintenance –** When a dispatch is necessary on repair to isolate trouble on the Customer's side of the Demarcation Point. Charges apply when a technician is dispatched; and the network is verified OK; and trouble is isolated to the customer's side of the Demarcation Point.

**Inside Wire Installation/Jacks –** Includes all wire and jacks (excluding customer premise equipment) on the customer's side of the Company's Demarcation Point. Charges apply at the customer's request and expense.

**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.2 Service Connection Charges (Cont'd)**

**4.2.2. General Regulations**

The Service Connection Charges specified for the connection, move, or change of service contemplate work being performed by the Company, or on behalf of the Company, during normal working hours Monday through Friday from 8:00 AM to 5:00 PM.

If the customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or day, or on holidays, or interrupts work once begun, additional charges may apply as appropriate.

Service Connection Charges are in addition to other rates and charges normally applying under the tariffs. They apply in addition to construction charges made because of unusual costs in establishing service.

**4.2.3. When Service Connection Charges Do Not Apply**

- (1) Moves or changes required for the proper maintenance of service.
- (2) Changes of telephone numbers for Company-initiated reasons or service reasons e.g., change to tone-dial service.

**SECTION 4 – RATES AND CHARGES (Cont'd)**

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**SECTION 4 – RATES AND CHARGES (Cont'd)****4.2 Service Connection Charges (Cont'd)****4.2.4 Service Connection Charge Applications (Cont'd)**

- (3) The Labor charges outlined below apply whenever a customer premises visit is required, at the customer's request for regulated service.
- (4) Maintenance of Service Charges apply when a dispatch is necessary to isolate trouble on the customer's side of the demarcation point.

	<b>Mon – Fri 8AM – 5PM</b>		<b>Mon – Fri (excluding 8AM-5PM)</b>		<b>Holidays</b>	
	<b>Min.</b>	<b>Max.</b>	<b>Min.</b>	<b>Max.</b>	<b>Min.</b>	<b>Max</b>
First 15 minutes or fraction thereof	\$15.00	\$35.00	\$15.00	\$35.00	\$15.00	\$40.00
Each additional 15 minutes or fraction thereof	\$5.00	\$15.00	\$5.00	\$20.00	\$5.00	\$20.00

Applies for installing, rearranging, changing, reterminating, moving or removing Standard Network Interface, additional terminations of existing access lines, or terminating wire or cable.

Work performed on the customer's side of the Demarcation Point or at the customer's request is billed at the customer's expense.

**SECTION 4 – RATES AND CHARGES (Cont'd)****4.3. Analog Trunk Service**

Service to be provided as defined in Section 3.9 of this tariff. Service connection charges under Section 4.2 may also apply.

An Analog Trunk Customer will be charged applicable Non-Recurring Charges, Recurring Charges and Optional Features Charges below, and Usage Charges for local business line calls as specified in Section 4.1.1.3. Analog Trunk Charges will vary based on whether the Customer chooses the Measured or Message Rate Service Option, as specified below.

<b><u>Recurring Rates:</u></b>	<b><u>M-to-M</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>5 Year</u></b>
Trunk Charge	2.50	2.50	2.50	2.50
DID Service Charge	5.00	5.00	5.00	5.00
<b><u>Non-Recurring Rates:</u></b>				
Trunk Charge	20.00	20.00	20.00	20.00
DID Service Charge	5.00	5.00	5.00	5.00

<b><u>Optional Features:</u></b>	<b><u>Rate</u></b>
Call Forwarding	
Remote Activation of Call Forwarding	5.00
ANI/DNIS	5.00
Call Trace	20.00
Other available Lucent 5ESS BRCS features	5.00

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.4. Digital Trunk Service**

Service to be provided as defined in Section 3.10 of this tariff. Service charges under Section 4.2 may also apply.

A Digital Trunk Customer will be charged the following rate elements as well as Non-Recurring charges.

DS-1 / T-1 Link: Provides a DS-1 connection from the Central Office to the customer's PBX. One monthly and one non-recurring charge per Digital Trunk applies.

2-Way / DID Channel: Provides a voice grade channel on a DS-1 to place or receive one call at a time with Direct Inward Dialing capability. One monthly and one non-recurring charge per 2-way DID channel, maximum of 24 per Digital Trunk, applies.

2-Way Channel: Provides a voice grade channel on a DS-1 to place or receive one call at a time. One monthly and one non-recurring charge per 2-way channel, maximum of 24 per Digital Trunk, applies.

ANI / DNIS: Automatic Number Identification and Dialed Number Identification Service. Provides Caller ID capability to a Digital Trunk Channel. One monthly recurring charge per channel applies.

DID Numbers: Are offered at an individual monthly rate or in blocks of 20 or 100 numbers.

ISDN PRI Package: Provides ISDN features to a Digital Trunk. One non-recurring and recurring charge applies per Digital Trunk. With the PRI Package only 23 channels will be available, as the 24th is used as a signaling ("D") channel. Incremental trunks will not require a D channel, leaving 24 for use, however a back-up channel can be purchased, as provided in Section 3.12.

**SECTION 4 – RATES AND CHARGES (Cont'd)****4.4 Digital Trunk Service (Cont'd)**

Usage Charges: These charges apply to each call placed on each channel of a Digital Trunk in addition to the above elements. Applicable rates for measured and message usage are shown in Section 4.1.1.3.

<b>Recurring Rates:</b>	<b>M-to M</b>	<b>2 Year</b>	<b>3 Year</b>	<b>5 Year</b>
DS-1 Link				
2-Way/DID				
2-Way/Non-DID				
ANI/DNIS				
DID # Individual				
DID # Group of 20				
DID # Group of 100				
ISDN PRI Package				
<b>Non-Recurring Rates:</b>				
DSX-1 Link				
2-Way/DID				
2-Way/Non-DID				
DID # Individual				
DID # Group of 20				
DID # Group of 100				
ISDN Package				

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.5. Integrated Service Digital Network (ISDN) – Basic Rate Interface (BRI)**

Service to be provided as defined in Section 3.11 of this tariff. Service connection charges under Section 4.2 may also apply.

An ISDN-BRI Customer will be charged applicable Non-Recurring Charges, Recurring Charges, and Change Charges below, and Usage Charges as specified in Section 4.1.1.3. ISDN-BRI Charges will vary based on whether the Customer chooses the Flat, Measured or Message Rate Service Option below.

<b>Recurring Rates:</b>	<b>M-to-M</b>	<b>2 Year</b>	<b>3 Year</b>	<b>5 Year</b>
Measured/Message				
Flat Rate				
<b>Non-Recurring Rates:</b>				
Measured/Message				
Flat Rate				

<b>Optional Features/Recurring Rates</b>	<b>Rate</b>
Multiple Directory Numbers	
<b>Optional Features/Non-Recurring Rates</b>	
Multiple Directory Numbers	
<b>Changes</b>	
Measured/Message Rate	
Flat Rate	
<b>Optional Features:</b>	
Multiple Directory Numbers	

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**SECTION 4 – RATES AND CHARGES (Cont'd)****4.6. Integrated Service Digital Network (ISDN) – Primary Rate Interface (PRI)**

Service to be provided as defined in Section 3.12 of this tariff. Service connection charges under Section 4.2 may also apply.

An ISDN-PRI Voice Customer will be charged applicable Non-Recurring Charges, Recurring Charges, and Usage Charges as specified in Section 4.4. An ISDN-PRI Data Customer will be charged applicable Non-Recurring Charges, Recurring Charges, Change Charges and Usage Charges as specified below. Charges will vary based on whether the Customer chooses the Flat or Measured Rate Service Option below.

<b><u>ISDN-PRI Data</u></b>	<b><u>M-to-M</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>5 Year</u></b>
<b><u>Recurring Rates</u></b>				
Measured Rate				
Flat Rate				
<b><u>Non-Recurring Rates</u></b>				
Measured Rate				
Flat Rate				

<b><u>ISDN-PRI Voice</u></b>	<b><u>M-to-M</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>5 Year</u></b>
<b><u>Recurring Rates</u></b>				
Measured Rate				
Flat Rate				
<b><u>Non-Recurring Rates</u></b>				
Measured Rate				
Flat Rate				

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.6 Integrated Service Digital Network (ISDN) – Primary Rate Interface (PRI) (Cont'd)**

<b><u>Optional Features/Recurring Rates</u></b>	<b><u>Rate</u></b>
Non-Facility Associated Signaling	
D-Channel Backup	
Associated 24 Channel PRI	
<b><u>Optional Features/Non-Recurring Rates</u></b>	
Non-Facility Associated Signaling	
D-Channel Backup	
Associated 24 Channel PRI	
<b><u>Changes</u></b>	
Measured Rate	
Flat Rate	
<b><u>Optional Features:</u></b>	
Non-Facility Associated Signaling	
D-Channel Backup	
Associated 24 Channel PRI	
Usage Charges – ISDN-PRI Data	

**ISDN PRI**

<b>M-to-M</b>	<b>M-to-M</b>	<b>2 Year</b>	<b>3 Year</b>	<b>5 Year</b>
<b><u>Minimum Price</u></b>	<b><u>Per Minute</u></b>	<b><u>Per Minute</u></b>	<b><u>Per Minute</u></b>	<b><u>Per Minute</u></b>

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**SECTION 4 – RATES AND CHARGES (Cont'd)****4.6 Integrated Service Digital Network (ISDN) – Primary Rate Interface (PRI) (Cont'd)****Flat Rate Calling Plans**

<b>Digital Trunk Flat Rate</b>		<b>MTM</b>	<b>2 year</b>	<b>3 year</b>	<b>5 year</b>
<b>Recurring</b>		<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
Flat Rate	DS1 Link	176.00	176.00	176.00	176.00
	PRI Package				
<b>Non – Recurring</b>					
Flat Rate	DS1 Link	1500.00	500.00	500.00	500.00
	PRI Package				
<b>Analog Trunk Flat Rate</b>		<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
<b>Recurring</b>		23.50	13.00	10.00	10.00
<b>Non – Recurring</b>		70.00	70.00	70.00	70.00
Flat Rate	Analog Trunk	N/C	N/C	N/C	N/C
	DID Service Chg	10.00	10.00	10.00	10.00
<b>Business Line Flat Rate</b>		<b>MTM</b>	<b>2 year</b>	<b>3 year</b>	<b>5 year</b>
<b>Recurring</b>		<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
Flat Rate	Business line	23.50	13.00	10.00	10.00
<b>Non - Recurring</b>		70.00	70.00	70.00	70.00
Flat Rate	Business line	70.00	70.00	70.00	70.00

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.6 Integrated Service Digital Network (ISDN) – Primary Rate Interface (PRI) (Cont'd)**

<b>Measured Packages</b>	<b>Rate</b>	<b>Day</b>		<b>Night</b>	
		<b>Initial</b>	<b>Addl</b>	<b>Initial</b>	<b>Addl</b>
		<b>Min</b>	<b>Min</b>	<b>Min</b>	<b>Min</b>
Measured Rate 1		\$0.04	\$0.01	\$0.02	\$0.01
Measured Rate 2		\$0.03	\$0.01	\$0.02	\$0.01
Measured Rate 3		\$0.01	\$0.01	\$0.01	\$0.01
Measured Rate 4		\$0.02	\$0.01	\$0.02	\$0.01

**Message Rate Packages**

	<b>Free</b>	<b>Per</b>
	<b>Calls</b>	<b>Call</b>
Message Rate 1	0	\$0.07
Message Rate 2	100	\$0.07

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.7. Directory Assistance**

Service to be provided as defined in Section 3.8 of Tariff MPSC No. 1R.

Business Call Allowance Per Month/Line:

Residential Call Allowance Per Month/Line:

After the applicable call allowance per month is met, each call to Directory Assistance will be charged at:

Directory Assistance Rate

Each Local Call

National Directory Assistance Service per call

Directory Assistance Call Completion

Rate Per Completed Call

The Customer may request a maximum of two telephone numbers per call to Directory Assistance service.

A credit will be given for calls to Directory Assistance as follows:

- (1) The Customer experiences poor transmission or is cut off during the call,  
or
- (2) The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative.

Unregulated Local Telephone Exchange Services

**SECTION 4 – RATES AND CHARGES (Cont'd)****4.8. Director Listing Charges**

<b>Directory Listings Residential (Per Listing or Per Number Charge)</b>	<b>Rate</b>
Primary Listing	N/C
Additional Listing	\$5.00
Advanced Listed Telephone Number	\$40.00
Non-Pblished Number	\$5.00
Non-Listed	\$5.00
Alternate Call Listing	\$5.00
Information Listing	\$5.00
900/Third Party/Collect Call Blocking	Free Upon Request
<b>Business (Per Listing or Per Number Charge)</b>	
Primary Listing	N/C
Additional Listing	\$5.00
Non-Published Numbers	\$5.00
Non-Listed	\$5.00
Alternate Call Listing	\$5.00
Information Listing	\$5.00

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**SECTION 4 – RATES AND CHARGES (Cont'd)****4.9. Operator Assistance/Service****4.9.1. Operator Assistance Surcharges**

Non-regulated surcharges will be applied on a per call basis to the following services:  
(plus applicable toll charges)

<b><u>Operator Assisted Surcharges</u></b>	<b><u>Rate</u></b>
Third Number Billing	\$5.00
Collect Calling	\$5.00
Person-to-Person	\$5.00
Station-to-Station	\$5.00
General Assistance	\$5.00
Calling Card	\$5.00
<b><u>Busy Line Verification And Interrupt Service</u></b>	
Busy Line Verification (Per Request)	\$3.50
Busy Line Interrupt (Per Request)	\$4.50

**4.9.2. Operator Assistance Measured Usage Charges**

<b><u>Usage Rates for Local Business Line Calls</u></b>	
<b><u>Measured Rate</u></b>	
First Minute	\$.07
Each Additional Second	\$.00042
Message Rate (Per Call)	\$.11

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**SECTION 4 – RATES AND CHARGES (Cont'd)****4.9 Operator Assistance/Service (Cont'd)****4.9.3. Operator Assistance Surcharges (Cont'd)****Residential Basic Line Service**

<b><u>Recurring Monthly Charge</u></b>	<b><u>Rate</u></b>
Flat Rate	\$30.00
Message/Measured Rate	\$5.00
Usage Rates for Message Line Calls (Per Call)	\$.10
Life Line Service (See Section 4.12 following)*	*

<b><u>Operator-Assisted Surcharges(non regulated)</u></b>	<b><u>Rate</u></b>
Third Number	\$4.25
Collect Calls	\$4.25
Calling Card	\$0.50
Person-to-Person	\$5.95
Station-to-Station	\$5.95
General Assistance	N/A
<b><u>Directory Assistance, Per Call</u></b>	
Local	\$1.25
National	\$1.99
Long Distance	\$0.95
<b><u>Directory Assistance Call Completion</u></b>	
Per Call	\$0.50
<b><u>Busy Line Verification And Interrupt Service</u></b>	
Busy Line Verification (Per Request)	\$2.00
Busy Line Interrupt (Per Request)	\$3.00

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.10. Lifeline Program**

Please see Tariff M.P.S.C. No. 1-R

**4.11. 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 “0”.

Customers will be charged a Current Monthly E911 Subscriber Charge as set forth monthly in the “Michigan 9-1-1 Surcharges” prepared by the Commission.

**4.12. Telecommunications Relay Service**

Please see Tariff M.P.S.C. No. 1-R

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Unregulated Local Telephone Exchange Services

**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.13. Telephone Directory**

Please see Tariff M.P.S.C. No. 1-R

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**SECTION 4 – RATES AND CHARGES (Cont'd)****4.14. 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 or such other services or entities authorized to be blocked by the M.P.S.C. 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 intercept announcement. Call Blocking of a specific service or entity and an appropriate blocking charge, if authorized by the M.P.S.C., may apply. Generally, 900 and 976 blocking is provided without charge.

## Call Blocking

## 1. Sponsor/IXCs-Requested Call Blocking

<b>Non-Recurring</b>	<b>Rates</b>
Residence Service Call Blocking, per line or trunk	
Business Service Call Blocking, per line or trunk	
Interexchange Carrier Blocking	

## 2. Residence and Business Customer-Requested Call Blocking

<b>Non-Recurring</b>	<b>Rates</b>
Call Blocking, per first time request, Per line or trunk	
Call Blocking, per first time request at a new location, per line or trunk	
Call Blocking, per subsequent request, same location, per line or trunk	
Removal of Call Blocking	
Interexchange Carrier Blocking	

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.15. Federal Communications Authorized Fees**

Federal Communications Commission authorized fees and/or Michigan Public Service Commission fees (e.g. end user-subscriber line charge; universal service; number portability) may be billed to customers as a part of local statements.

**4.16. Customer-Owned Coin Operated Telephone Service**

Business Measured Rate COCOT Line	\$ICB
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Unregulated Local Telephone Exchange Services

**SECTION 4 – RATES AND CHARGES (Cont'd)****4.17. Custom Calling Services****Custom Calling Prices**

<b>Rate Element</b>	<b>Non-Recurring</b>	<b>M-T-M</b>	<b>2 Year</b>	<b>3 Year</b>
<b>Standard System Features</b> (See Sec. 3.20.1)				
Advanced System Features (See Sec. 3.20.2)				
<b>Optional System Features</b>				
Access Circuits (DS-O)				
Voice Mail SMDI Link (DS-0)				
Voice Mail Access Trunks (DS-1)				
Shared Access Facility				
6-way Conference				
<b>Network Access Circuits</b>				
<b>Station Line Standard</b>				
<b>ISDN Station Lines (BRI)</b>				
<b>Optional Station Features</b>				
Automatic Callback – Outside				
Automatic Recall – Outside				
Caller ID – Outside				
Call Trace				
Selective Call Acceptance – Outside				
Selective Call Rejection – Outside				
Selective Call Forwarding – Outside				
Screen List Editing				

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**SECTION 4 – RATES AND CHARGES (Cont'd)****4.18. Rates By Individual Contract Basis (ICB)**

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

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 may 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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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.19. 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 4.10 when such promotions are for regulated services.

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 - SERVICE AREAS**

**5.1. Legal Descriptions and Maps**

Please see Tariff M.P.S.C. No. 1 – R.

**5.2. Local Calling Areas**

Please see Tariff M.P.S.C. No. 1 – R.

**5.3. List of Cities, Villages, and Townships**

Please see Tariff M.P.S.C. No. 1 – R.

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