

Winn Telephone Company  
M.P.S.C. No. 7R

Original Sheet No. 1

WINN TELEPHONE COMPANY

Schedule of  
General Regulations

Applying to the Intrastate Services and  
Facilities of this Company in Michigan.

Issued: May 1, 2008  
By: Les Jenkins, Manager/CEO

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GENERAL REGULATIONS

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GENERAL REGULATIONS

APPLICATIONS

A. APPLICATIONS OF REGULATIONS

1. The provisions contained in these Regulations apply to intrastate services and facilities furnished by Winn Telephone Company, hereinafter referred to as the Telephone Company.
2. Any rules and regulations relating to deposits, billing and payments, as specified by M.P.S.C. Order U-4240 Consumer Standards and Billing Practices - Residential Telephone Service.
3. When services and facilities are provided, in part by the Telephone Company and in part by other companies, the regulations of the Telephone Company apply to that portion of the service or facilities furnished by it.

B. EXPLANATION OF SYMBOLS

- (C) Signifies a change in regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in increased rate.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate or new treatment resulting in reduced rate.

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GENERAL REGULATIONS

DEFINITIONS

Authorized User

An "Authorized User" is a person, firm or corporation (other than the customer) on whose premises a station on the private line service or channel is located, and who may communicate over the private line or channel according to the terms of the Tariffs. An authorized user must be specifically named in the service contracted.

Channel

The term "Channel" designates the electrical path provided by the Telephone Company between two or more stations.

Contract

The term "Contract" refers to the service agreement between a customer and the Telephone Company under which facilities for communications between specified locations, for designated periods, and for the use of the customer and the authorized users specifically named in the contracts are furnished in accordance with the provisions of the Tariffs applicable.

Customer

The term "Customer" refers to the person, firm or corporation who signs the contract and is responsible for the payment of charges and the compliance with the rules and regulations of the Telephone Company.

Customer-Provided Terminal Equipment

Devices or apparatus and their associated wiring, provided by a customer, which do not constitute a communications system and which, when connected to the communication path of the telephone system, are so connected either electrically, acoustically, or inductively.

Demarcation Device

The demarcation device, otherwise known as the telephone connection point or network interface device, is the equipment that marks the point where maintenance responsibilities change from/to the customer to/from the Telephone Company. The demarcation device may be located inside or outside the customers building.

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## GENERAL REGULATIONS

### DEFINITIONS

#### Demarcation Device (Cont'd)

All facilities and equipment, including the demarcation device to the Telephone Company's central office equipment, is the responsibility of the Telephone Company at no charge to the customer.

All inside wiring and equipment from the demarcation device, to and including the telephone instrument, is the responsibility of the customer.

#### Exchange

The term "Exchange" means a unit established for the administration of telephone service in a specified area which usually embraces a city, town or village and its environs. It may consist of one or more central offices together with the associated plant used in furnishing communications service within that area.

#### Exchange Area

The term "Exchange Area" applies to the territory serviced by an exchange.

#### Half Duplex and Duplex Service

The terms "Half Duplex" and "Duplex" Service denotes types of arrangements of an interexchange channel provided for Private Line Teletypewriter Services. "Half Duplex" provides for communications at any one time in either direction, but not for communication in both directions simultaneously or for communications in one direction only. "Duplex" Services provides for communications in two directions on the same service simultaneously.

#### Interface

That point on the premises of a customer or authorized user at which provision is made for connection of other than Company-provided facilities to facilities provided by the Company.

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## GENERAL REGULATIONS

### DEFINITIONS

#### Network Control Signaling

The term "Network Control Signaling" denotes the transmission of signals used in the telephone system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification, audible tone signals, (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the Message Network.

#### Network Control Signaling Unit

The term "Network Control Signaling Unit" denotes the terminal equipment furnished, installed and maintained by the Telephone Company for the network control signaling.

#### Other Common Carrier (OCC)

Specialized Common Carriers, Domestic and International Record Carriers and Domestic Satellite Carriers engaged in providing private line services as such carriers may be authorized by the Federal Communications Commissions to provide.

#### Other Common Carrier-Provided Channel

The facility portion of an Other Common Carrier provided communications system, exclusive of switching equipment and other non-transmission type equipment (i.e., data sets, hand sets, etc.)

#### Principal Central Office

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

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DEFINITIONS

Private Branch Exchange

A "Private Branch Exchange", or Private Branch Exchange System, is an arrangement of equipment consisting of switching equipment with or without attendant consoles and associated instruments connected to the switching equipment and connected by trunks with a central office, providing for intercommunication between stations, and for communication with the general exchange system of the Telephone Company and for toll service.

Service Point

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

Service Central Office

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

Station

The term "Station" denotes the network control signaling unit and other equipment provided by the Telephone Company at the customer's premises which enable the customer to establish the communication connection and to effect communication through such connections.

The term "Station" denotes a termination of an individual exchange line or PBX trunk provided in accordance with the provisions of this tariff, in Telephone Company switching equipment located in an exchange foreign to the exchange in which the customer is located.

Telecommunications Network

The central offices and associated plant which are utilized to provide Local Exchange Telephone Service, Message Toll Telephone Service and Wide Area Telephone Service.

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GENERAL REGULATIONS

GENERAL

A. UNDERTAKING OF THE TELEPHONE COMPANY

1. The Telephone Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
2. The calling party and the called party are required to establish their identities to each other as may be necessary in the course of the communication and the responsibility for so doing rests with those parties.

B. USE OF SERVICE AND FACILITIES

1. Except as otherwise provided by this and other tariffs of the Telephone Company, the service and facilities furnished are intended only for communications in which the customer or user authorized by the Telephone Company has a direct interest except where use by others is casual.
2. Except as otherwise provided by this and other tariffs of the Telephone Company, the resale of any services furnished by the Telephone Company is prohibited. This prohibition shall not apply to: the handling of messages accepted for the transmission or communications of private lines, to, from, within and between air carriers, where the customer is an aeronautical communications company licensed under the Aviation Service rules of the Federal Communications Commission to operate stations in the aeronautical mobile and fixed services; the provision of business telegraph message service by a communications carrier; the provision of overseas data message service; Wide Area Telephone Service when used for the Intrastate distribution of Interstate communications; or Schedule III Measured Time Wide Area Telephone Service used for intrastate communications.

C. LIABILITY OF THE TELEPHONE COMPANY

1. In the event of an interruption to the service which is not due to the negligence or willful act of the customer, upon notice and application by the customer an allowance will be made for the time the interruption continues if interruption is in excess of twenty-four hours after notifying the Telephone Company.

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C. LIABILITY OF THE TELEPHONE COMPANY (Cont'd)

2. The liability of the Telephone Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Telephone Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, or of the Telephone Company in failing to maintain proper standards or maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission, or failure or defect in facilities occurs.

The services furnished by the Telephone Company, in addition to the limitations set forth preceding, also are subject to the following limitation; the Telephone Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Telephone Company; a) caused by Customer-provided connecting arrangement, in which event the liability of the Telephone Company shall not exceed the amount equal to proportional amount of the Telephone Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs, or b) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

3. The customer indemnifies and saves the Telephone Company harmless against claims for libel, slander, or infringement or copyright from the material transmitted over its facilities; against claims for infringement of patents arising from, combining with, or using in connection with, facilities of the Telephone Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Telephone Company.

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C. LIABILITY OF THE TELEPHONE COMPANY (Cont'd)

4. When the lines of other telephone companies are used in establishing connections to points not reached by the Telephone Company's lines, the Telephone Company is not liable for any act or omission of the other company or companies.
5. As a part of the service, a directory for each exchange is published from time to time, but as experience demonstrates that errors and omissions will occur with more or less frequency, the Telephone Company is not liable for errors in or omissions from Directories except in cases where a specific charge has been made for a listing; in no event shall the Telephone Company be liable for any such error or omission beyond the amount of such charge.
6. The Telephone Company is not liable for any unavoidable defacement of or damage to the premises of a customer (or authorized user) resulting from the attachment of the Telephone Company's instruments, apparatus and associated wiring on such premises or from the installation or removal thereof.

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GENERAL REGULATIONS

CLASSIFICATION AND USE OF TELEPHONE SERVICES

A. APPLICATION OF BUSINESS AND RESIDENCE RATES

1. The determination as to whether telephone service should be classified as Business or Residence is based on the character of the use to be made of the service. Service is classified as business service where the use is primarily, or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental, and where the major use is of a social or domestic nature, service is classified as residence service if installed in a residence. The final determination as to classification will be made by the Telephone Company.
2. Business rates apply at the following locations, among others:
  - a. In offices, stores, factories and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals and other business establishments.
  - b. In residence locations where a place of residence is in the immediate proximity to a place of business, and it is evident that the telephone in the residence is, or will be used for business purposes; and in residence locations where an extension is located at a place where business rates would apply.
  - c. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner who has no service at business rates at another location.
  - d. In any residence location where there is a substantial business use of the service and the customer has no service elsewhere at business rates.
3. Residence rates apply at the following locations among others:
  - a. In private residence; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the customer and the listings of a business character are not furnished.

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CLASSIFICATION AND USE OF TELEPHONE SERVICES

A. APPLICATION OF BUSINESS AND RESIDENCE RATES (Cont'd)

- b. In the residence of a practicing physician, dentist, veterinarian, surgeon, nurse or other medical practitioner provided that such residence is not a part of an office building and provided the customer has service charged for at business rates at another location.

B. LOCATION AND USE OF TELEPHONE SERVICES

1. The service and facilities furnished are intended only for communications in which the customer or user authorized by the Telephone Company has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by them, or either of them, from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communication for others - except that these provisions do not apply to the handling of messages accepted for transmission by customers who are engaged in a public telegraph business, nor to such other cases as are specifically referred to in the Telephone Company's Tariffs, nor where such use is casual.
2. Use of Business and Residence Telephone Services:
  - a. Business subscriber telephone service - as distinguished from Public Telephone Service and excluding Semi-Public Telephone Service and service in hotels - is furnished only for use by the customer, his employees and representatives - except as otherwise provided in the Telephone Company's Tariffs.
  - b. Residence telephone service is furnished only for use by the customer and members of the customer's domestic establishment - except as use by others is permitted in certain cases as provided for elsewhere in these regulations or the Telephone Company's Tariffs.
3. Residence Service in Locations Adjoining Business Locations:
  - a. Residence service is not permitted in locations where the service is used as an adjunct to business service.

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GENERAL REGULATIONS

CLASSIFICATION AND USE OF TELEPHONE SERVICES

B. LOCATION AND USE OF TELEPHONE SERVICES (Continued)

4. Service on Public and Semi-public Premises:

- a. Subscriber telephone service - as distinguished from Public Telephone Service and excluding Semi-public Telephone Service and service furnished at hotels - is not installed nor allowed to remain on premises of a public or semi-public character unless so located that it is not available to the public or to patrons of the customer. Semi-public Telephone Service or Public Telephone Service are services available for public use.

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GENERAL REGULATIONS

PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES

A. PROVISION OF EQUIPMENT

1. All equipment and apparatus up to the demarcation point necessary for the provision of a given service or facility will be furnished by the Telephone Company except as follows:
  - a. If the customer is required to provide and maintain suitable housing or protective apparatus when equipment is installed in locations exposed to the weather or other hazards, or
  - b. As otherwise provided in the tariffs of the Telephone Company.
2. Where service is to be established at a location that would involve undue hazards to employees of the Telephone Company, the customer may be required to install and maintain equipment and facilities in a manner satisfactory to the Telephone Company, the remuneration to be based on the conditions involved.
3. No line, instrument, appliance or apparatus not furnished by the Telephone Company shall be connected with, attached to, or used in connection with the facilities furnished by the Telephone Company before the demarcation point, whether physically, by induction or otherwise, unless specifically authorized in the tariffs of the Telephone Company, or otherwise authorized in writing by the Telephone Company.

In case any such unauthorized attachments or connections are made, the Telephone Company may, after due notice, remove or disconnect the same, or suspend service during the continuance of such attachment or connection, or terminate the service, except that the service may be disconnected without notice where the offending device or apparatus causes impairment of service to other parties.

B. AVAILABILITY OF FACILITIES

1. The Telephone Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.

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PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES

C. PRIORITY OF SERVICE

In case a shortage of facilities exists at any time either for temporary or protracted periods, the establishment of telephone service takes precedence in the furnishing of any service or facility.

D. PROVISION OF DIRECTORIES

The Telephone Company distributes to its customers without charge such directory information as is generally necessary for the efficient use of the service. Any reasonable additional directories or information requested by the customer will be furnished without additional charge. Beyond these requirements, additional directories or information will be furnished as available at a reasonable charge.

E. TELEPHONE NUMBERS

The assignment of a number to a subscriber's telephone service is made at the discretion of the Telephone Company. The subscriber has no priority right in the number, and the Telephone Company may make such changes in telephone numbers, including the central office designation, as in its judgment the requirements of the service may demand.

F. ADEQUACY OF FACILITIES

The furnishing of certain services and facilities - as off-premises Extensions, off-premises Private Branch Exchange Stations, Tie Lines, Foreign Exchange Service, Foreign Central Office Service - may involve impairment of transmission and in the interest of providing a service satisfactory to all users that might be connected on a call, the customer is required to contract for such equipment in place of or in addition to that regularly provided as may be necessary.

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PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES

G. OWNERSHIP OF COMPANY-PROVIDED LINES AND EQUIPMENT

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

H. MAINTENANCE AND REPAIRS

1. All expense of maintenance and repair, in connection with equipment, facilities and services furnished and owned by the Telephone Company, unless otherwise specified herein or elsewhere in the Telephone Company's Tariffs, is borne by the Telephone Company.
2. A customer or authorized user may not, nor permit others to rearrange, disconnect, reconnect, remove or attempt to repair any apparatus or wiring furnished or owned by the Telephone Company, except upon the written consent of the Telephone Company. Where it is found that unauthorized work has been done by the customer, authorized user or their agents, charges will be made as if the work had been done by the Telephone Company.

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GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICE AND FACILITIES

A. APPLICATIONS

1. Applications for service and facilities made verbally or in writing become contracts upon the establishment of the service or facility.
2. Any change in rates or regulations prescribed by public authority having jurisdiction modifies all terms and regulations of contracts to the extent of such change.
3. An applicant who otherwise qualified for the immediate establishment of service may take over the telephone number of a subscriber discontinuing that number, or an available telephone number listed in the current directory, provided that an arrangement suitable to the Telephone Company is made to pay all outstanding charges and to assume all contractual obligations against the number.
4. Contracts for service or facilities may not be terminated except upon advance notice to the Telephone Company, at which time there is due and payable all unpaid charges or guarantees for the period the service, equipment or facilities have been furnished, and all applicable minimum and termination charges.

B. INITIAL PERIOD OF SERVICE

1. Unless otherwise specified herein or elsewhere in the Telephone Company's Tariffs, the minimum contract period is one month from the date service is established and the minimum charge is the established rate for one month.
2. The initial contract period for special apparatus and the associated special installation charge and termination charge are determined from the conditions involved.
3. In lieu of contracts for the required initial period, the Telephone Company may permit the payment of special installation charges or termination charges, the regular Service Connection Charges and installation charges to apply in addition.

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ESTABLISHMENT AND FURNISHING OF SERVICE AND FACILITIES

C. TERMINATION OF SERVICE

1. Customer for other than main station and extension station service, including but not limited to Foreign Exchange customer, Private Branch Exchange Services, etc., may be required to enter into an agreement to compensate the Telephone Company for its loss in the event service is prematurely discontinued. Such compensation in the form of termination charges shall be the original cost installed plus the cost of removal; less the realized salvage, accrued book depreciation and any contribution in aid of construction.

A special contract may be drawn up for termination of services in lieu of 1. preceding.

2. Contracts for service or facilities may not be terminated except upon advance notice to the Telephone Company, at which time there is due and payable all unpaid charges or guarantees for the period the service, equipment or facilities have been furnished, and all applicable minimum and termination charges.
3. Where a contract for service with a one-month minimum contract period is cancelled before the establishment of service is completed, a charge equal to the costs incurred by the Telephone Company - not to exceed the minimum service charge specified - is applied if all or a portion of the equipment or facilities has been installed.
4. Where a contract covering equipment and facilities for which the initial contract period is five years in the same building is terminated prior to the expiration of the contract period, a termination charge is made based on the sum of (1) the cost of installing and removing (transportation and labor) the equipment, including power plant if any, but not including trunk lines; (2) the loss on the power plant - first cost (without cost of installation) less salvage value on removal; and (3) in the case of special apparatus, 15 percent of the installed cost of such apparatus and associated wiring. Of the amount so determined the termination charge is in such proportion as the initial contract period bears to the full initial contract period.

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ESTABLISHMENT AND FURNISHING OF SERVICE AND FACILITIES

C. TERMINATION OF SERVICE (Cont'd)

5. With respect to the original contract, minimum and termination charges are waived where a new customer takes over the contract (for the unexpired period thereof) for the service and facilities to be furnished at the same location without lapse of service, and assumes all unpaid charges on the original contract. Minimum and termination charges involved in the original contract are also waived where a new customer takes over the service and facilities covered by the original contract under the conditions stated - except as to payment of unpaid charges - and executes a new contract for the full required minimum period. In either case, minimum and termination charges apply for any service or facilities furnished under the original contract which are not retained by the new customer.
6. The customer is required to pay only the charges for the period during which service or facilities have been furnished - no minimum termination charges being applied - when the use of the service or facilities is terminated because of the condemnation, destruction, or damage of property by fire or other cause beyond the control of the customer, which renders the premises unfit for occupancy.

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GENERAL REGULATIONS

PAYMENTS AND DEPOSITS

A. PAYMENT PROVISIONS

1. The customers shall pay for services and facilities monthly in advance except as otherwise provided elsewhere in the Telephone Company tariffs or as required by lawful regulations or practical limitations, and shall pay all other charges when billed by the Telephone Company.
2. The customer assumes responsibility for all charges on messages originating at equipment contracted for by them and for messages received on which the charges have been reversed with the consent of the person answering the telephone, unless another party assumes responsibility for payment of a call under an arrangement mutually agreeable to the Telephone Company and the other party.
3. Charges are payable at the Telephone Company's Business Office or at any agencies duly authorized to receive such payment.
4. Charges for a fractional part of a month are computed on the basis of a thirty-day month.

B. ADVANCE PAYMENTS

1. Applicants for service and facilities, other than Federal, State or Municipal governmental agencies, may be required to pay at the time the application is made all service connections charges and installation charges that may be applicable, as well as such special construction and installation charges as are to be borne by the applicant.

C. DEPOSITS

1. Applicants or customers whose credit rating is, or may become, unsatisfactory will be required to make a suitable deposit, to be applied at any time at the option of the Telephone Company in payment of any unpaid charges for service rendered to the customer or in payment of termination charges that may be applicable. Any balance of the amount deposited, credited to the customer's account, is returned to the customer at the time of termination of the contract or may be returned at any time previous thereto at the option of the Telephone Company when a satisfactory credit rating has been established.

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GENERAL REGULATIONS

PAYMENTS AND DEPOSITS

C. DEPOSITS (Cont'd)

2. Applicants or customers who request service in a location where the equipment may be subject to loss or damage through theft, vandalism or other reasons involving a responsibility on the part of the customer may be required to make suitable deposit to cover that responsibility, such deposit not to exceed the value of the equipment furnished.
3. Simple interest - at the rate set by the Consumer Services Division of the Michigan Public Service Commission - will be paid on all sums retained on deposit by the Telephone Company for thirty days or longer. No interest credit will be made on deposit or any portion of a deposit after the date on which a notice of refund is deposited in the U.S. Mail addressed to the last known address of the customer.
4. The fact that a deposit has been made neither relieves the applicant nor the customer from complying with the Telephone Company's regulations as to advance payments and the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Telephone Company providing for the discontinuance of service for nonpayment of any sums due the Telephone Company for service rendered.

D. ADJUSTMENT OF CHARGES

1. Services under written contract:

Adjustment of charges will be made when billing errors are brought to the attention of the Telephone Company. The adjustment (additional billing or refund) will be determined from records without regard to time period except as provided in the Statute of Limitations. Refunds due the customer will be paid with interest on any amounts for service supplied over one year from the date the billing inquiry was initiated, at the interest rate specified for credit deposits.

2. All other services:

- a. All services supplied will be billed within one year. In the adjustment of charges because of errors in billing within one year from the date the billing inquiry was initiated, correction will be made in the full amount for that period of time.

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GENERAL REGULATIONS

PAYMENTS AND DEPOSITS

D. ADJUSTMENT OF CHARGES (Cont'd)

2. All other services (Cont'd):

- b. No customer will be liable for net underbilled service after one year except when the service was obtained by the customer by fraud or deception. Correction of billing errors will be made for the period over one year from the date the billing inquiry was initiated to determine a net refund due the customer during this period of time. This refund will be paid together with interest at the rate established for credit deposits.

E. TEMPORARY DISCONTINUANCE FOR NONPAYMENT

1. Where service has been temporarily denied in accordance with the provisions of this Tariff and the service is re-established, or where on account of nonpayment of charges an agent of the Telephone Company visits the premises of the customer to remove the equipment, and because of payment, does not discontinue the service, a subsequent order charge, line charge and premise visit charge applies. This charge covers the customer's entire service and facilities, being independent of the number of units involved, and is in addition to all other charges due.
2. Where service has been actually discontinued and upon payment of all charges due, the service will be re-established on the basis of a new application for service and the payment of the charges associated with such application.

F. ADJUSTMENTS FOR LOCAL TAXES, FEES, ETC.

1. The rate schedules set forth in the various tariffs of the Telephone Company do not include any amounts resulting from any taxes, fees, or exactions imposed by or for any municipal corporation or other political subdivision or local agency of government against the Telephone Company, its property or its operations, excepting only taxes imposed generally on corporations.

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GENERAL REGULATIONS

PAYMENTS AND DEPOSITS

F. ADJUSTMENTS FOR LOCAL TAXES, FEES, ETC. (Cont'd)

2. In order to prevent other subscribers from being compelled to share such impositions, the amounts resulting from any such taxes, fees, or exactions imposed against the Telephone Company, its property, or its operations, excepting only taxes imposed generally on corporations, shall be billed pro rata by the Telephone Company to its exchange subscribers within the limits of the municipal corporation, or other political subdivision or local agency of government by or for which such taxes, fees or exactions are imposed.

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GENERAL REGULATIONS

CANCELLATION FOR CAUSE

A. GENERAL

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

B. CANCELLATION AFTER WRITTEN NOTICE

1. Under the following conditions, discontinuance or termination by the Telephone Company may be made five (5) days after furnishing a written notice by depositing in the mails a letter addressed to the customer or his agent at the address to which the bills for telephone service are sent:
  - a. In the event of nonpayment of any sum due the Telephone Company;
  - b. Upon failure to make suitable deposit as required by this Tariff;
  - c. Upon the use of any service or facility for the purpose of performing any service in competition with the service which the Telephone Company does now or may hereafter furnish;
  - d. In the event of improper use of party line service by a customer - including interference with an equitable proportionate use of the service by other customers on the same line - and the customer refuses to contract for a higher grade of service.
  - e. In the event the character of use of a service is not in accordance with the class of service contracted for, and the customer refuses to contract for the proper class of service.

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GENERAL REGULATIONS

CANCELLATION FOR CAUSE

B. CANCELLATION AFTER WRITTEN NOTICE (Cont'd)

- f. In the event of abuse or fraudulent use of service. Abuse or fraudulent use of service includes:
- (1) The use of service or facilities of the Telephone Company to transmit a message, or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
  - (2) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, local telephone exchange service or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
  - (3) The use of service or facilities of the Telephone Company for a call or calls, anonymous or otherwise, if in a manner reasonable to be expected to frighten, abuse, torment, or harass another.
- g. Upon a violation not otherwise provided for of any of the regulations governing the furnishing of a service or facility.

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GENERAL REGULATIONS

CANCELLATION FOR CAUSE

C. CANCELLATION UPON WRITTEN REQUEST BY PUBLIC OFFICIALS

1. Under the following conditions, written notice of intention to discontinue or terminate service, to which shall be attached a copy of the written representation referred to below, shall be given by posting a registered letter in the United States mails, addressed to the customer or their agent at the location to which bills for the service are sent, at least seventy-two hours prior to such discontinuance or termination.
  - a. Whenever the judge of any court of record in Michigan, having jurisdiction over criminal offenses, including any such judge acting under Act 196 of the Public Acts of 1917, as amended, the Attorney General of Michigan, the United States Attorney in and for any Federal judicial district in Michigan, or the Prosecuting Attorney of any county, shall represent in writing to the Telephone Company that they have probable cause to believe that the service furnished at a designated location is being used in furtherance of the commission of a specified criminal offense, and in such writing shall request that such service be discontinued or terminated, the Company, if not restrained by order of a court of competent jurisdiction, will so discontinue or terminate such service, with like effect as to both the Company and the customer as though the latter had of their own volition directed that the same be done.
  - b. Upon notice in writing by a federal, state or local law enforcement agency, acting under the provisions of Public Law 87-216, that service is being, or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of federal, state or local law.

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GENERAL REGULATIONS

CANCELLATION FOR CAUSE

D. IMMEDIATE CANCELLATION WITH VERBAL NOTICE

1. Under the following conditions, said discontinuance or termination by the Telephone Company will be made immediately, upon verbal notice being given to the customer or their agent in person or by telephone if they can be reached; a confirming written notice will be mailed to the customer or their agent at the address to which bills are sent:
  - a. In the event of the use of profane or indecent language over the facilities.
  - b. In the event of abandonment of the station or facilities.
  - c. If the use of the service or facilities by the customer, or the manner of such use, or their failure to contract for adequate facilities (though these require they defray an unusual expense), tends to affect injuriously the efficiency of the Telephone Company's general plant or service.
  - d. If a service or facility is used in a manner which substantially impairs the service of a particular customer.
  - e. In the event that a customer transmits a previously recorded message over the exchange or toll facilities of the company without properly identifying himself or the sponsor.

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GENERAL REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

EXTENSION OF LINE FACILITIES

A. GENERAL

1. An extension of Telephone Company facilities in locations where Telephone Company facilities currently do not exist will generally be made as follows:
  - a. Cable - Line extensions requiring cable will be placed for a distance of 1000 feet per residence or per business customer without charge to the customer requesting service. A facility charge will apply to the customer for a line extension in excess of this standard allowance (1000 feet).
  - b. (1) Private Property - Trench, pole(s) or conduit on private property shall be provided at the expense of the property owner or the property owner's representative, i.e., developer, customer, etc. The structure shall meet the company's design standards and shall be owned and maintained by the property owner or property owner's representative(s). Cable placed in or on these structures shall be owned and maintained by the Telephone Company.  
  
(2) Platted Subdivisions and Mobile Home Parks - Line extensions to platted subdivisions and mobile home parks will be made a part of the Telephone Company's regular construction program.
  - c. Other - Trench, pole(s) or conduit placed in situations other than private property, i.e., public or private right of way, easements, etc., will be placed, owned and maintained by the Telephone Company.
2. Provision of Private Right-of-Way

Where required by the conditions, applicants shall provide without expense to the Telephone Company, private right-of-way parallel to the public highway; such right-of-way shall be free from tree interference and otherwise suitable.

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GENERAL REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

EXTENSION OF LINE FACILITIES (Cont'd)

A. GENERAL (Cont'd)

3. Distributing Plant on Private Property, Other Than Service Drops

When the customer desires that distributing plant on the customer's private property be placed underground - the Telephone Company having determined from the conditions that aerial facilities should be provided or having provided such facilities - the customer pays the excess of the installed cost to the Telephone Company of the underground (buried) wire or cable over the cost of the aerial facilities and pays the cost of dismantling and removing any aerial facilities being changed.

B. EXTENSION LINE FACILITY CHARGES

1. GENERAL

a. Refundable

(1) The facility charge applies to anyone who requests an extension of line facilities that requires cabling beyond the standard allowance (1000 feet)(Ala.). Based on cost, charges will apply for cable in excess of the standard allowance.

(2) The facility charges may be waived if the construction of the line extension is being financed by borrowing funds through the Rural Electrification Administration.

2. FACILITIES AGREEMENT

a. The Telephone Company and the developer, builder, owner or authorized representative will enter into a written agreement for provision of the requested line extension. The Company will not begin construction until an agreement has been executed and payment of the facility charge has been made.

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CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

EXTENSION OF LINE FACILITIES (Cont'd)

B. EXTENSION LINE FACILITY CHARGES (Cont'd)

2. FACILITIES AGREEMENT (Cont'd)

b. The agreement will include:

- (1) A legal description of the area for which facilities are requested.
  - (2) The total cable footage excluding the standard allowance.
  - (3) The amount of the refundable charge.
  - (4) Provision for an annual refund on the anniversary date of the agreement.
  - (5) The construction of distribution facilities will comply with Company standards and practices for providing such facilities.
  - (6) A term of no longer than five years.
3. The facility charge will be based on cost for cable and based on cost for Service Wire for extensions in excess of the standard allowances. All distribution facilities so constructed shall be the property of the Company.

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GENERAL REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

EXTENSION OF LINE FACILITIES

C. REFUNDS OF EXTENSION LINE FACILITY CHARGE

1. An annual refund, initially payable on the first anniversary date of the agreement and annually thereafter until the agreement expires, will be as follows:
  - a. The amount of refund will equal three times the annual rural residential basic local exchange service rate per residence where telephone service is established in residential areas and an amount equal to three times the annual business basic local exchange rate for each exchange or trunking service added in that year.
  - b. The total refund shall not exceed the facility charge. The term of the agreement will not exceed five years.
2. On each anniversary date of the agreement, the Telephone Company will determine if additional customers have been added to the facilities for which a charge was made.
3. Upon expiration of the agreement, the Telephone Company will have no obligation to refund any portion of the facility charge not previously refunded.

D. CONSTRUCTION CHARGES, SPECIAL

1. Special, based on cost in the form of installation charges, monthly charges, or both, are applied in addition to the usual service connection charges and monthly rates when, because of unusual investment or expense, the revenue does not reasonably compensate the Company - when facilities are provided beyond the standard allowance, when conditions require the provision of special equipment or unusual plant construction, installation or maintenance, or when the customer's location requires annual payment for licenses or agreement for the use of Public or Private land.
2. Except as specified, title to all construction provided wholly or partly at a customer's expense is vested in the Company.

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GENERAL REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

EXTENSION OF LINE FACILITIES (Cont'd)

D. CONSTRUCTION CHARGES, SPECIAL (Cont'd)

3. The cost to the Company for attachments to structures of other companies, made in lieu of providing construction for which the customer would be charged under the provision hereof, is borne by the customer. The customer is required to pay construction charges made by another company providing facilities connecting with the facilities of the Company.

E. SERVICE DROPS

1. Facilities Provided of Type Determined by Telephone Company

Service Drops are provided either by aerial facilities - on poles of the Telephone Company or of other companies - or by underground facilities (buried), and, except as covered in 2 below, the type of facilities used is determined by the Telephone Company from the conditions involved. For facilities of the type so determined, the following treatment applies:

- a. A Service Drop measuring not more than 250 feet is provided without construction charge. For the measured distance in excess of the 250 foot allowance, a facility charge applies as described elsewhere in the Company's tariffs.
- b. The measurement is the airline distance from the center of the highway paralleling the general distribution plant (located on or off the highway) to the terminal or Drop at the customer's building, or the airline distance from the distribution plant to that terminal, whichever is shorter.

2. Facilities Provided of Different Type than 1 above.

When from the conditions involved the Telephone Company determines that an aerial Service Drop should be provided, and in lieu thereof, the applicant desires underground or buried facilities, or when aerial facilities are used to provide service or channels to a customer and subsequently the customer requests that such facilities be placed underground, the following applies:

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CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

EXTENSION OF LINE FACILITIES (Cont'd)

E. SERVICE DROPS (Cont'd)

2. Facilities Provided of Different Type than 1 above

- a. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer and in addition the customer shall pay the cost of the underground cable - including the cost of installing it - less the estimated cost to the Telephone Company of installing aerial facilities (not in excess of the 250 foot allowance specified in C.1.a.) as would be (or is) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company; ownership is retained by the customer.

The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.

- b. Cable installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable in conduit or trench made necessary by damages caused by the customer or the customer's representatives will be made only at the customer's expense.
- c. Where facilities are changed from aerial to underground or buried, in addition to the above, the customer is charged the cost of dismantling and removing the aerial facilities in addition to 2.a. preceding.

3. Computation of Facility Charge

- a. The facility charge will be based on cost for Service Wire for extensions in excess of the standard allowances.
- b. All service drop facilities so constructed shall be the property of the Telephone Company.

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GENERAL REGULATIONS

MILEAGE MEASUREMENTS

A. AIRLINE MILEAGE (Except for Message Toll Service)

1. Interexchange airline distances are measured between the points involved.
2. For the purpose of determining airline mileage, vertical and horizontal grid lines have been established across Michigan. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1, expressed in airline miles. A four-digit vertical (V) and a four-digit horizontal (H) coordinate is computed for each rate center from its latitude and longitude location by use of appropriate map projection equations. A pair of V-H coordinates locates a rate center, for determining airline mileages, at a particular intersection of an established vertical grid line with an established horizontal grid line. The distance between any two rate centers is the airline mileage computed between their respective coordinate intersections, as explained in 3. following.
3. To determine the rate distance between any two rate centers proceed as follows:
  - a. Obtain the "V" and "H" coordinates for each rate center.
  - b. Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates.
  - c. Square each difference obtained in b. above.
  - d. Add the square of the "V" difference and the "H" difference obtained in c. above.
  - e. Divide the sum of the squares obtained in d. above by 10.
  - f. Obtain the square root of the result obtained in e. above. This is the rate distance in miles. (Fractional miles being considered as full miles.)

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GENERAL REGULATIONS

NETWORK QUALITY

A. GENERAL

- 1.a. Customer-provided terminal equipment, protective circuitry, and communications systems may be used with the facilities furnished by the Telephone Company for telecommunications services as provided in this Tariff. In all such cases the customer-provided terminal equipment or communications systems will be so constructed, maintained and operated as to work satisfactorily with the facilities of the Telephone Company.
- b. Subscribers may not disconnect or remove or permit others to disconnect or remove any permanently wired equipment installed by the Telephone Company, except upon the written consent of the Company.
2. Where telecommunications service is available under this tariff for use in connections with customer-provided terminal equipment, protective circuitry, or communications systems, the operating characteristics of such equipment or system shall be such as not to interfere with any of the services offered by the Telephone Company. Such use is subject to the further provisions that the customer-provided equipment or system does not endanger the safety of Telephone Company employees or the public; damage, require change in or alteration of, the equipment or other facilities of the Telephone Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the telecommunication system or otherwise injure the public in its use of the Telephone Company's service. Upon notice from the Telephone Company that the customer-provided equipment or system is causing or is likely to cause such hazard or interference the customer shall make such change as shall be necessary to remove or prevent such hazard or interference. The customer shall be responsible for the payment of Telephone Company charges, for visits by the Telephone Company to the customer's premises where a service difficulty or trouble report results from customer-provided equipment or system.

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NETWORK QUALITY

A. GENERAL (Cont'd)

3. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided terminal equipment, protective circuitry, or communications systems. Telecommunications service is not represented as adapted to the use of customer-provided terminal equipment or systems and where such are connected to Company facilities. The responsibility of the Company shall be limited to the furnishing of facilities suitable for telecommunications service and to the maintenance and operation of such facilities in a manner proper for such telecommunications service: subject to this responsibility the Company shall not be responsible for (1) the through transmission of signals generated by the customer-provided equipment, protective circuitry, or systems or for the quality of, or defects in, such transmissions, or (2) the reception of signals by customer-provided equipment, protective circuitry or systems.
4. The Telephone Company will not be responsible to the customer or otherwise, if changes in the Company's communications facilities, equipment, operations or procedures renders the customer-provided terminal equipment or protective circuitry obsolete or require modification or alteration of such equipment.
5. The Telephone Company will not be responsible for any loss or damage, nor for any impairment or failure of the service, arising from or in connection with the use of facilities of customers and not caused solely by the negligence of the Telephone Company.

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GENERAL REGULATIONS

NETWORK QUALITY

A. GENERAL (Cont'd)

6. Satisfactory performance of the telecommunications network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assure such continuing compatibility, network control signaling in the furnishing of telecommunications service shall be performed by equipment furnished, installed and maintained by the Telephone Company unless the customer-provided terminal equipment or protected circuitry has been registered in accordance with Part 68 of the FCC Rules and Regulations or is otherwise authorized by such rules and regulations.
7. Where any customer-provided equipment, protective circuitry or system is used with telecommunications service in violation of any of the provisions in this tariff, the Telephone Company will take such immediate action as necessary for the protection of its services, and will promptly notify the customer of the violation. The customer shall discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company within 5 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Telephone Company within the time stated above shall result in termination of the customer's service until such time as the customer shall be responsible for the payment of Telephone Company charges, for visits by the Telephone Company to the customer's premises where a service difficulty or trouble report results from a customer-provided equipment or system.
8. Customer-provided terminal equipment or systems which serve a location which the Telephone Company considers impracticable to service because of hazard or inaccessibility may be connected with telecommunications service only by means of connecting equipment furnished by the Telephone Company unless the customer-provided terminal equipment and/or protective circuitry has been registered in accordance with Part 68 of the FCC Rules and Regulations.

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GENERAL REGULATIONS

NETWORK QUALITY

A. GENERAL (Cont'd)

9. The customer indemnifies and saves the Telephone Company harmless against claims for infringement of patents arising from combining such equipment or system with, or using it in connection with, facilities of the Telephone Company; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Telephone Company.

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