

Thumb Electric Cooperative of Michigan dba TEC Fiber

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

Issued under authority of the Michigan Public Service Commission in an order dated May 13, 2021 in Case No. U-20996

Issued: January 1, 2024

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Issued by: Kevin Mazure, Legal and Compliance Engineer
2231 E. Main Street Ubly, MI, 48475 tec@tecmi.coop 989-658-8571



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CHECK SHEET

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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. |
| T | To signify text change |

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APPLICATION OF TARIFF

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

The provision of such Services by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.
The Services offered pursuant to this Tariff will be generally available at the rates, terms, and conditions set forth herein.

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SECTION 1 - DEFINITIONS

Authorized User - 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.

Available Usage Balance - 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.

Business Service - A switched network service that provides for dial station communications that is described as a business or commercial rate.

Business Customer - 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.

Company - Used throughout this tariff to refer to Thumb Electric Cooperative of Michigan dba TEC Fiber, unless otherwise clearly indicated by the context.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real time basis during each Debit Service Call.

End User - 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.

Holidays - Holidays observed by the Company as specified in this tariff.

LATA - Means the local access and transport area as defined in *United States v American Telephone and Telegraph Co.*, 569 F.Supp. 990 (D.D.C. 1983).

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier'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.

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

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SECTION 1 - DEFINITIONS, CONT'D.

Residential Customer - A Residential Customer is a person to whom telecommunications services are furnished by the Company predominantly for personal or domestic purposes at the person's dwelling.

Switched Access - 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 telecommunications service pursuant to the terms of this tariff in connection with the provision of an access line and usage within a local calling area for the transmission of high quality, 2-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 service 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 of 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 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Business Customers may be 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 term 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 30 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 obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to 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 provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from 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, Cont'd.**

- (G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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 use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, 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; 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.

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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.

- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4(E) as a condition precedent to such installations.
- (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.

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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.**

- (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.**

2.1.5 Service-Affecting Activities

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.

The Company will perform adequate scheduling so as to provide service to a customer at a mutually agreed upon time.

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 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.

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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**

- (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.
- (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.

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on 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.

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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; or
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

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

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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 Michigan Public Service Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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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 telecommunication 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;
- (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;

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SECTION 2 - REGULATIONS, CONT'D.**2.3 Obligations of the Customer, Cont'd.****2.3.1 General, Cont'd.**

- (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.

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.

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

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.

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SECTION 2 - REGULATIONS, CONT'D.

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

2.4.3 Interconnection of Facilities

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

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

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

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 intentionally 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.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd

2.5.1 Nondiscriminatory Service, Cont'd

- (D) The Company will not cause a probability of confusion or a misunderstanding as to the legal rights, obligations, or remedies of a party to a transaction by making an intentionally false, deceptive, or misleading statement or by failing to inform the customer of a material fact, the omission of which is deceptive or misleading.
- (E) The Company will not represent or imply that the subject of a transaction will be provided promptly, or at a specified time, or within a reasonable time, if the provider knows or has reason to know it will not be so provided.
- (F) The Company will not require the purchase of a regulated service of the provider as a condition of purchasing an unregulated service.
- (G) If a bona fide dispute exists between a customer and the provider, the Company will not disconnect the service to the customer for nonpayment of that disputed amount.

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.

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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 30 days after the invoice date, unless otherwise agreed to in advance.
- (C) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- (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 and later restored, restoration of service will be subject to all applicable restoration and installation charges.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.4 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.
- (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.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.5 Shut Off Protection

Part I – Active Duty Military

- (A) Except as otherwise provided by this section, the Company shall not discontinue basic local exchange telecommunication service to the residence of a qualifying customer who has made a filing under this section. A customer making a filing under this section shall retain the telephone number assigned to the customer on the date of the filing.
- (B) A qualifying customer may apply for shut-off protection for telecommunication service under this section by notifying the Company that the qualifying customer is in need of assistance caused by a reduction in household income through a call to active duty status in the military.
- (C) The Company may request verification of the call to active duty status from the qualifying customer. The Company may also request verification of the qualified customer's reduction in household income.
- (D) The Company may require restrictions or elimination of calling features or toll service as a condition of granting a qualifying customer's request for shut-off protection under this section.
- (E) A qualifying customer may receive shut-off protection from the Company under this section for up to 90 days. Upon application to the Company, the Company may grant the qualifying customer 1 or more extensions.
- (F) A qualifying customer receiving assistance under this section shall notify the Company of the end of the call to active duty status as soon as that status is known.
- (G) Unless waived by the Company, the shut-off protection provided under this section does not void or limit the obligation of the qualifying customer to pay for telecommunication services received during the time of assistance.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.5 Shut Off Protection, Cont'd.

(H) Within 48 hours of receiving all information requested of the qualifying customer, the Company shall do all of the following:

1. Create a repayment plan requiring minimum monthly payments that allows the qualifying customer to pay any past due amounts over a reasonable time period not to exceed 1 year.
2. Provide a qualifying customer with information regarding any governmental, provider, or other assistance programs.

(I) As used in this section, "qualifying customer" means all of the following:

1. A residential household where the income is reduced because the customer of record, or the spouse of the customer of record, is called to active military service by the president of the United States or the governor of this state during a time of declared national or state emergency or war.
2. Assistance is needed by the residential household to maintain telecommunication service.
3. The residential household notifies the Company of the need for assistance and provides verification of the call to active duty status.

Part II – Deaf or Hard of Hearing or Speech Impaired

(A) Except as otherwise provided by this section, the Company shall not discontinue basic local exchange telecommunication service to a residence of a person who is certified as deaf or hard of hearing, or speech-impaired by a licensed physician, licensed audiologist, or qualified state agency, who has made a filing under this section.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.5 Shut Off Protection, Cont'd.

- (B) A deaf or hard of hearing, or speech-impaired customer may apply for shut-off protection for telecommunication services under this section by notifying the Company that the deaf or hard of hearing, or speech-impaired customer is in need of assistance caused by a reduction in household income.
- (C) The Company may request verification of the reduction in household income from the deaf or hard of hearing, or speech-impaired customer.
- (D) The Company may require restrictions or elimination of calling features or toll service as a condition of granting a deaf or hard of hearing, or speech-impaired customer's request for shut-off protection under this section. The Company shall not restrict the deaf or hard of hearing, or speech-impaired customer's access to a telecommunication relay service required under section 315 of the Michigan Telecommunications Act.
- (E) A deaf or hard of hearing, or speech-impaired customer may receive shut-off protection from the Company under this section for up to 90 days. Upon application to the Company, the Company may grant the qualifying customer 1 or more extensions.
- (F) Unless waived by the Company, the shut-off protection provided under this section does not void or limit the obligation of the qualifying customer to pay for telecommunication services received during the time of assistance.
- (G) Within 48 hours of receiving all information requested of the deaf or hard of hearing, or speech-impaired customer, the Company shall do all of the following:
 - 1. Create a repayment plan requiring minimum monthly payments that allows the deaf or hard of hearing, or speech-impaired customer to pay any past due amounts over a reasonable time period not to exceed 1 year.

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2. Provide a deaf or hard of hearing, or speech-impaired customer with information regarding any governmental, provider, or other assistance programs.

SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.6 Cancellation of Application for Service

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

2.5.7 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.

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

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 as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins from the time the Customer's service is reported or is found to be out of service. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

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SECTION 2 - REGULATIONS, CONT'D.**2.6 Allowances for Interruptions in Service, Cont'd.****2.6.3 Cancellation for Service Interruption**

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

2.7 Use of Customer's Service by Others**2.7.1 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.

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SECTION 2 - REGULATIONS, CONT'D.**2.8 Cancellation of Service**

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

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

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

2.9 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.

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SECTION 2 - REGULATIONS, CONT'D.

2.10 Notices and Communications

- (A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- (C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 - REGULATIONS, CONT'D.**2.11 Formal and Informal Procedures**

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

2.11.1 Alternative Dispute Resolution

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

- (A) The customer shall file a formal written complaint with the Michigan Public Service Commission.
- (B) For a period of 60 days after the date the complaint is filed under section 203, the parties shall attempt alternative means of resolving the complaint.
- (B) 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.
- (C) If mediation is utilized, the mediator will provide a recommended settlement to the parties within 60 days after the written complaint was filed.
- (D) Within 7 days after the date of the recommended settlement, each party shall file with the commission a written acceptance or rejection of the recommended settlement. A party's failure to file a timely acceptance or rejection shall be deemed to be a rejection of the recommended settlement.
- (E) If the parties accept the recommended settlement, then the recommendation will be adopted by the Commission as a final order.
- (F) If a party rejects or fails to respond to the recommended settlement, then the complaint shall proceed to a contested case hearing before the Commission.

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SECTION 2 - REGULATIONS, CONT'D.

2.11 Formal and Informal Procedures, Cont'd.

2.11.1 Alternative Dispute Resolution, Cont'd.

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

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SECTION 3 - SERVICE OFFERINGS**3.1 General**

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

3.1.1 Application of Business and Residential Rates

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

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SECTION 3 - APPLICATION OF RATES, CONT'D.

3.1 General, Cont'd.

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

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

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

3.2 Charges Based on Duration of Use

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

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

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SECTION 3 - SERVICE OFFERINGS, CONT'D.**3.2 Charges Based on Duration of Use, Cont'd****3.2.1 Applicable Rate Periods**

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

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

* To, but not including

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SECTION 3 - 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. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). 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 Rate Center of the Customer's main billing telephone number.

3.4 Calculation of Distance

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

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

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

Formula:

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

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.5 Directory Listings

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

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SECTION 3 - SERVICE OFFERINGS, CONT'D.**3.6 Types of Services Offered**

Section 3.7 of the tariff contains a general description of the services offered by the Company and the rates applicable to each service. Thumb Electric Cooperative of Michigan dba TEC Fiber provides switched, telephonic-quality voice and data transmission services that enable Users to communicate on a real-time basis between points within local calling areas in the State of Michigan, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. Services may be performed by resale of services provided by other telephone companies.

The services offered are:

Basic Local Exchange Service, consisting of:

Business Basic Line Service
Residential Basic Line Service

[Other services the company offers may be listed here as well]

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SECTION 3 - SERVICE OFFERINGS, CONT'D.**3.7 Basic Local Exchange Service**

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

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

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

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

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

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SECTION 3 - SERVICE OFFERINGS, CONT'D.**3.7 Basic Local Exchange Service, Cont'd.****3.7.1 Business Line**

Business rates may vary based on the requirements of the particular business. This will be handled on a case-by-case basis.

A business line 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. A business line includes unlimited local calling. See Section 4.1 for rates.

3.7.2 Residential Basic Line Service

Unlimited calling in the U.S., Canada, and Mexico. E911 Service, Caller ID, and Voicemail with email notification. Call Waiting and Live technical support included. INTERNATIONAL CALLING IS NOT AVAILABLE.

Residential Basic 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. Basic line rates may be charged on any of the following optional rate plans. See Section 4.1 for rates.

A. Unlimited Calling Plan

The monthly rate for the Unlimited 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.

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SECTION 3 - SERVICE OFFERINGS, CONT'D.**3.8 IntraLATA Presubscription****1. General**

IntraLATA presubscription is a procedure whereby a subscriber designates to the Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per-call basis.

2. Options

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

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

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

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

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.8 IntraLATA Presubscription (Cont'd)

3. Regulations

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

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

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

4. Customer Notices

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

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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.

Business Package**Commercial**

| | |
|--------------------|---|
| Monthly Recurring | \$45 for the first user |
| Up to 5 users | \$25 per additional user |
| Up to 10 users | \$22 per additional user |
| Up to 20 users | \$19 per additional user |
| Over 20 users | Quoted |
| Additional Numbers | \$10 per number (after first) Recurring |
| Installation | Quoted One time fee |
| VoIP Phone(s) | Quoted One time fee |
| New Numbers | Free (recurring charges apply) |
| Number Porting | \$15 per number One time fee |
| Configuration | \$5 per device One time fee |
| Custom Recording | \$65 per hour (Google voice) One time fee |

Residential Basic Line Service**Unlimited Calling Plan****Residential (No Calix Router)**

| | |
|----------------------|---------------------------------|
| Monthly Recurring | \$45 flat rate (taxes included) |
| Installation | \$50 One time fee |
| Grandstream HT802*** | \$50 One time fee |
| New Number | Free |
| Number Porting | \$15 per number One time fee |

Residential (Calix Router)

| | |
|---------------------|---------------------------------|
| Monthly Recurring | \$45 flat rate (taxes included) |
| Installation | \$50 One time fee |
| Calix Router as ATA | No Charge |
| New Number | Free |
| Number Porting | \$15 per number One time fee |

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SECTION 4 RATES AND CHARGES

4.2 Service Charges

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.3 Federal and State Lifeline Program

4.3.1 Description

1. Federal Lifeline Program

- a) The Federal Lifeline Program offers discounts on existing rates and charges to qualifying low income consumers of Federal Eligible Lifeline Services listed below.
- b) Consumer Qualification for Eligibility in Federal Lifeline Program.
 - i. To constitute a qualifying low-income consumer:
 - 1. A consumer's household income as defined in 47 CFR §54.400 (f) and (h) must be at or below 135% of the Federal Poverty Guidelines for a household of the consumer's size; or
 - 2. The consumer, one or more of the consumer's dependents, or the consumer's household must receive benefits from one of the following federal assistance programs:
 - a. Medicaid;
 - b. Supplemental Nutrition Assistance Program;
 - c. Supplemental Security Income;
 - d. Federal Public Housing Assistance; or
 - e. Veterans and Survivors Pension Benefit
 - ii. A consumer who lives on rural Tribal lands is eligible for federal Lifeline service as a "qualifying low-income consumer" as defined by 47 CFR §54.400(a) and as an "eligible resident of Tribal lands" as defined by 47 CFR §54.400(e) if that consumer meets the qualifications for Lifeline specified in section (b)(i.) of this section or if the consumer, one or more of the consumer's dependents, or the consumer's household participates in one of the following Tribal-specific federal assistance programs: Bureau of Indian Affairs general assistance; Tribally administered Temporary Assistance for Needy Families; Head Start (only those households meeting its income qualifying standard); or the Food Distribution Program on Indian Reservations.

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.3 Federal and State Lifeline Program, Cont'd

4.3.1 Description, Cont'd

- iii. In addition to meeting the qualifications provided in paragraph (b) of this section, in order to constitute a qualifying low-income consumer, a consumer must not already be receiving a Lifeline discount, and there must not be anyone else in the consumer's household subscribed to a Lifeline service and receiving a Lifeline discount for such service.
- c) Lifeline eligible services in the Federal Lifeline Program include:
 - i. "Voice Telephony Service" as defined in 47 CFR §54.400(m);
 - ii. "Broadband Internet Access Service" as defined in 47 CFR §54.400(l);
 - iii. A bundle of Broadband Internet Access Service and fixed Voice Telephony Service, or;
 - iv. Any service plan described in this paragraph which also includes optional calling features such as, but not limited to, caller identification, call waiting, voicemail, and three-way calling.
- d) Other separate telecommunications or internet services can be provided to eligible low income consumers at applicable rates and charges. Lifeline discounts do not apply to such other services.
- e) Proof of eligibility will be required for all initial Lifeline applicants, and all Lifeline recipients will be required to recertify their eligibility every year.
- f) Monthly Discounts For Only Qualified Federal Lifeline Consumers
 - i. For only Eligible Federal Low Income consumers the total discounts are as follows:
 - 1. \$9.25 for voice, broadband, or bundled services (voice and broadband) until November 30, 2019.
 - 2. Effective December 1, 2019, \$7.25 for voice, and \$9.25 for broadband or bundled services (voice and broadband) until November 30, 2020.
 - 3. Effective December 1, 2020, \$5.25 for voice, and \$9.25 for broadband or bundled services (voice and broadband) until December 1, 2022.

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.3 Federal and State Lifeline Program, Cont'd

4.3.1 Description, Cont'd

- ii. The discount shall be applied first to the end user common line charge, and then to the monthly service rate for Lifeline Eligible Services.
- iii. Tribal lands discount amount. An additional federal Lifeline discount of up to \$25 per month will be made available to an eligible resident of rural Tribal lands as defined in 47 CFR §54.400(e), and 47 CFR §54.403(a)(3).
- iv. At no time shall the total Lifeline discount exceed the sum of the end user common line charge and the monthly service rate, excluding applicable taxes, fees, and other surcharges.

g) Tribal Link Up Program

- i. A discount on the line connection charge is available to qualifying Federal Lifeline consumers residing on rural Tribal lands as defined in 47CFR §54.400(e) for the installation or transfer of services from one residential premises to another.
- ii. A qualifying consumer may receive a 100% reduction up to \$100 in the installation charges, or transfer of service charges, for connection at the consumer's principal place of residence.
- iii. A qualifying consumer may then make payments for the remaining connection charges on a deferred schedule in which the qualifying consumer does not pay interest. The interest charges not charged to the qualifying consumer shall be for connection charges of up to \$200.00 that are deferred for a period not to exceed one year. Charges assessed for installation or transfer of service include any charges that the Company customarily assesses to connect consumers to the network. These charges do not include any permissible security deposit requirements.
- iv. A qualifying consumer can receive the benefits of the Tribal Link Up Program for a second and subsequent time only for a principal place of residence with an address different from the residential address at which the

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Tribal Link Up assistance was approved previously.

SECTION 4 - RATES AND CHARGES, CONT'D.

4.3 Federal and State Lifeline Program, Cont'd

4.3.1 Description, Cont'd

2. State Lifeline Program

- a) The State Lifeline Program offers discounts on existing rates and charges to qualifying low income consumers for the purchase of State Eligible Lifeline Services listed below.
- b) Consumer Qualification for Eligibility in State Lifeline Program.
 - i. To constitute a qualifying low-income consumer:
 - 1. A consumer's annual household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size; or
 - 2. The consumer, must participate in one of the following programs:
 - a. Medicaid;
 - b. Supplemental Nutrition Assistance Program (SNAP) – Food Stamps;
 - c. Supplemental Security Income (SSI);
 - d. Federal Public Housing Assistance/Section 8;
 - e. Veterans and Survivors Pension Benefit
 - ii. In addition to meeting the qualifications provided in paragraph (b) of this section, in order to constitute a qualifying low-income consumer, a consumer must not already be receiving a Lifeline discount, and there must not be anyone else in the consumer's household subscribed to a Lifeline service and receiving a Lifeline discount for such service.
- c) Lifeline eligible services in the State Lifeline Program include:
Basic Local Exchange service and access service defined as a phone line and usage within the consumer's local calling area

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.3 Federal and State Lifeline Program, Cont'd

4.3.1 Description, Cont'd

- d) Other separate telecommunications or internet services can be provided to Eligible Low Income Consumers at applicable rates and charges. Lifeline discounts do not apply to such other services.
- e) Proof of eligibility will be required for all initial Lifeline applicants and all Lifeline recipients may be required to recertify their eligibility every year.
- f) Monthly Discounts For State Lifeline Consumers
 - i. For Eligible State Low Income consumers who also qualify for discounts under the Federal Lifeline program, the total discounts (for basic local exchange providers that also offer the \$2 state Lifeline credit) are as follows:
 - 1. \$10.25 a month discount for consumers under age 65 effective December 1, 2019.
 - 2. \$12.35 a month discount for consumer's age 65 or more.
 - ii. For Eligible State Low Income consumers who only qualify for the State Lifeline program (and the basic local exchange providers also offers the \$2 state Lifeline credit) the discounts are as follows:
 - 1. A \$10.25 a month discount for consumers under age 65.
 - 2. A \$12.35 a month discount for consumer's age 65 or more.
 - iii. For eligible State Low Income consumers who only qualify for the State Lifeline Program (but the basic local exchange provider does not offer the additional \$2 state Lifeline credit) the discounts are as follows:
 - 1. An \$8.25 a month discount for consumers under age 65.
 - 2. A \$12.35 a month discount for consumer's age 65 or more.

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- iv. The discounts in Section (f) above shall be applied first to the end user common line charge, and then to the monthly service rate for Lifeline Eligible Services.

SECTION 4 - RATES AND CHARGES, CONT'D.

4.3 Federal and State Lifeline Program, Cont'd

4.3.1 Description, Cont'd

- v. At no time shall the total Lifeline discount exceed the sum of the end user common line charge and the monthly service rate, excluding applicable taxes, fees, and surcharges.

3. Regulations For the Federal And State Lifeline Programs

- a) General Regulations specified elsewhere in the Company's Local Exchange tariffs apply to Federal and State Eligible Lifeline Services.
- b) The Lifeline discount is available only with residence services, excluding foreign exchange service. Lifeline is limited to a single subscription per household where household is defined to be any individual or group of individuals who are living together at the same address as one economic unit. For the purposes of this rule, an economic unit consists of all adult individuals contributing to and sharing in the income and expenses of a household.
- c) The Lifeline discount will apply after a determination that the consumer's household meets the eligibility standards established above for either the Federal or State Lifeline Programs.
- d) Consumers of Lifeline must notify the Company of any changes which would affect qualification by eligibility. When the consumer is no longer eligible for Lifeline service, the Lifeline discount will be discontinued and regular tariff rates and charges will apply.
- e) Where the facilities of the Company permit, the federal minimum service standards for fixed Broadband Internet Access should apply.

4.4 Emergency Services

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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.

4.5 Telecommunications Relay Service

All basic local exchange service providers must offer Telecommunications Relay Service to their customers. Telecommunications Relay Service enables persons who are certified as deaf, deafblind, hard of hearing, or speech-impaired to communicate with individuals using a voice telephone by using a text telephone-telecommunications device. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges. Rates and charges for calls placed through a telecommunication relay service shall not exceed the rates and charges for calls placed directly from the same originating location to the same terminating location.

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SECTION 4 - RATES AND CHARGES, CONT'D.**4.7 Call Blocking Service**

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

4.8 IntraLATA Presubscription**a. Application of Rates**

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

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

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SECTION 4 - RATES AND CHARGES, CONT'D.**4.8 IntraLATA Presubscription, Cont'd.****a. Application of Rates (Cont'd)**

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

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

b. IntraLATA Presubscription Change Charge

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

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

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SECTION 4 - RATES AND CHARGES, CONT'D.**4.9 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.

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SECTION 5 SERVICE AREAS**5.1 Legal Descriptions and Maps**

The Company hereby mirrors the Map and Legal Description tariffs of the exchanges, by Incumbent Local Exchange Carrier, listed below to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the MPSC for approval. Calls originating from the listed Exchange or Zone and terminating in the Exchanges and Zones in the local calling area will be treated and charged as local calls.

HURON COUNTY

| RATE CENTER | INCUMBENT LOCAL EXCHANGE CARRIER | LOCAL CALLING AREA |
|--------------------|---|--|
| Bad Axe | AT&T Michigan | Bad Axe, Cass City, Elkton, Harbor Beach, Kinde, Port Hope, Ubly |
| Bay Port | AT&T Michigan | Bay Port, Caseville, Pigeon, Sebewaing |
| Caseville | Frontier North, Inc. | Caseville, Bayport, Elkton, Kinde, Pigeon, Port Austin |
| Elkton | Frontier North, Inc. | Elkton, Bad Axe, Caseville, Cass City, Kinde, Owendale, Pigeon |
| Harbor Beach | Frontier North, Inc. | Harbor Beach, Bad Axe, Minden City, Port Hope, Ubly |
| Owendale | AT&T Michigan | Owendale, Cass City, Elkton, Gagetown, Pigeon, Sebewaing |
| Sebewaing | AT&T Michigan | Sebewaing, Bay Port, Gagetown, Owendale, Pigeon, Unionville |
| Ubly | AT&T Michigan | Ubly, Bad Axe, Cass City, Deckerville, Harbor Beach, Minden City, Snover |

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SANILAC COUNTY

| RATE CENTER | INCUMBENT LOCAL EXCHANGE CARRIER | LOCAL CALLING AREA |
|--------------------|---|---|
| Applegate | AT&T Michigan | Applegate, Carsonville, Croswell, Lexington, Peck, Port Sanilac, Sandusky |
| Brown City | Frontier North, Inc. | Brown City, Capac, Imlay City, Marlette, North Branch, Peck, Sandusky, Yale |
| Carsonville | AT&T Michigan | Carsonville, Applegate, Deckerville, Port Sanilac, Sandusky |
| Croswell | AT&T Michigan | Croswell, Applegate, Jeddo, Lexington, Peck, Port Sanilac, Sandusky, Yale |
| Deckerville | Frontier North, Inc. | Deckerville, Carsonville, Minden City, Port Sanilac, Sandusky, Snover, Ubly |
| Lexington | AT&T Michigan | Lexington, Applegate, Croswell, Jeddo, Port Sanilac |
| Minden City | Frontier North, Inc. | Minden City, Deckerville, Harbor Beach, Ubly |
| Peck | AT&T Michigan | Peck, Applegate, Brown City, Croswell, Sandusky, Yale |
| Port Sanilac | AT&T Michigan | Port Sanilac, Applegate, Carsonville, Croswell, Deckerville, Lexington, Sandusky |
| Sandusky | AT&T Michigan | Sandusky, Applegate, Brown City, Carsonville, Croswell, Deckerville, Marlette, Peck, Port Sanilac, Snover |
| Snover | AT&T Michigan | Snover, Cass City, Deckerville, Marlette, Sandusky, Ubly |

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TUSCOLA COUNTY

| RATE CENTER | INCUMBENT LOCAL EXCHANGE CARRIER | LOCAL CALLING AREA |
|--------------------|---|--|
| Akron | AT&T Michigan | Akron, Bay City, Caro, Fairgrove, Unionville |
| Cass City | Frontier North, Inc. | Cass City, Bad Axe, Caro, Elkton, Gagetown, Kingston, Marlette, Owendale, Snover, Ubly |
| Fairgrove | AT&T Michigan | Fairgrove, Akron, Bay City, Caro, Munger, Reese, Vassar |
| Gagetown | AT&T Michigan | Gagetown, Caro, Cass City, Owendale, Sebewaing, Unionville |
| Kingston | Frontier North, Inc. | Kingston, Caro, Cass City, Clifford, Marlette, Mayville |
| Mayville | AT&T Michigan | Mayville, Caro, Clifford, Fostoria, Kingston, Millington, North Branch, Vassar |
| Reese | AT&T Michigan | Reese, Fairgrove, Frankenmuth, Munger, Saginaw, Vassar |
| Unionville | AT&T Michigan | Unionville, Akron, Caro, Gagetown, Sebewaing |
| Vassar | AT&T Michigan | Vassar, Caro, Fairgrove, Frankenmuth, Mayville, Millington, Reese |

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5.2 List of Cities, Villages, and Townships

The following list of exchanges and zones shows, by County, the incorporated cities, villages and townships which are wholly or partly within the assigned area of each exchange or zone. (Villages are indicated by "Vill" and Townships are indicated by "Twp.")

| EXCHANGE OR ZONE | CITIES, VILLAGES, AND TOWNSHIPS |
|-------------------------|---|
| Bad Axe | City of Bad Axe, Twp Bingham, Twp Bloomfield, Twp Colfax, Twp Lincoln, Twp Meade, Twp Sheridan, Twp Sigel, Twp Verona |
| Bay Port | Twp Fairhaven, Twp McKinley |
| Caseville | Vill Caseville, Twp Caseville, Twp Chandler, Twp Lake, Twp McKinley |
| Elkton | Vill Elkton, Twp Chandler, |
| Harbor Beach | City Harbor Beach, Twp Bloomfield, Twp Paris, Twp Rubicon, Twp Sand Beach, Twp Sherman, Twp Sigel |
| Owendale | Vill Owendale, Twp Brookfield, Twp Grant |
| Sebewaing | Vill Sebewaing, Twp Brookfield, Twp Fairhaven, Twp Sebewaing, Twp Akron, Twp Columbia |
| Ubly | Vill Ubly, Twp Bingham, Twp Paris, Twp Sheridan, Twp Argyle, Twp Austin, Twp Evergreen, Twp Greenleaf, Twp Minden |

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| EXCHANGE OR ZONE | Cities, Villages, and Townships |
|-------------------------|---|
| Applegate | Vill Applegate, Twp Buel, Twp Lexington, Twp Sanilac, Twp Washington |
| Brown City | City Brown City, Twp Flynn, Twp Maple Valley |
| Carsonville | Vill Carsonville, Twp Bridgehampton, Twp Sanilac, Twp Washington |
| Croswell | City of Croswell, Twp Buel, Twp Fremont, Twp Lexington, Twp Worth |
| Deckerville | Vill Deckerville, Twp Bridgehampton, Twp Custer, Twp Delaware, Twp Forester, Twp Marion, Twp Minden |
| Lexington | Vill Lexington, Twp Lexington, Twp Sanilac, Twp Worth |
| Minden City | Vill Forestville, Twp Minden, Twp Delaware, Twp Paris, Twp Sherman |
| Peck | Vill Melvin, Vill Peck, Twp Buel, Twp Elk, Twp Fremony, Twp Speaker |
| Port Sanilac | Vill Port Sanilac, Twp Bridgehampton, Twp Forester, Twp Sanilac |
| Sandusky | City Sandusky, Twp Buel, Twp Custer, Twp Elk, Twp Elmer, Twp Moore, Twp Watertown |
| Snover | Twp Argyle, Twp Evergreen, Twp Lamotte, Twp Marlette, Twp Moore |

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| EXCHANGE OR ZONE | Cities, Villages, and Townships |
|-----------------------------|---|
| Akron | Twp Akron, Vill Akron, Twp Fairgrove, Twp Gilfrod, Twp Wisner |
| Cass City | Vill Cass City, Twp Elkland, Twp Ellington, Twp Elmwood, Twp Kingston, Twp Novesta, Twp Wells, Twp Evergreen, Twp Greenleaf, Twp Lamotte, Twp Grant, Twp Sheridan |
| Fairgrove | Vill Fairgrove, Twp Fairgrove, Twp Gilford, Twp Juniata, Twp Wisner |
| Gagetown | Vill Gagetown, Twp Columbia, Twp Elkland, Twp Elmwood, Twp Brookfield, Twp Grant |
| Kingston | Vill Kingston, Twp Dayton, Twp Kingston, Twp Koylton, Twp Wells |
| Mayville | Vill Mayville, Twp Dayton, Twp Fremont, Twp Watertown, Twp Rich |
| Unionville | Vill Unionville, Twp Akron, Twp Almer, Twp Columbia, Twp Wisner, Twp Sebewaing |
| Vassar | City Vassar, Twp Denmark, Twp Juniata, Twp Tuscola, Twp Vassar |

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