# MADISON NETWORK SYSTEMS, INC. TELECOMMUNICATIONS SERVICES LOCAL RATES, TERMS & CONDITIONS OF SERVICE

The rules and regulations specified herein apply to the intrastate services and facilities furnished within the State of Illinois by MADISON NETWORK SYSTEMS, INC., hereinafter referred to as the Company, subject to the jurisdiction of the Illinois Commerce Commission. Service is offered subject to availability. When services and facilities are provided in part by the Company and in part by other companies, the rules and regulations of the Company apply to that portion of the service and facilities furnished by it. Failure on the part of the subscribers to observe these rules and regulations of the Company, after due notice of such failure, automatically gives the Company the authority to discontinue the furnishing of service.

## TABLE OF CONTENTS

1.	Table of Contents	Page No.
2.	Definitions	2
3.	General Rules and Regulations	7
4.	Local Exchange Service	37
5.	Customer Activity Charges	39
6.	Optional Services and Features	43
7.	Miscellaneous Charges	56
8.	Reserved for Future	58
9.	Service Restrictions	59
10.	Reserved for Future	63
11.	Reserved for Future	64
12.	Concurrence in Regulations and Charges of the ITAC	65
13.	Supplemental Regulatory Charges	66
14.	Reserved for Future	67
15.	Telephone Assistance Programs	68
16.	Reserved for Future	70
17.	Reserved for Future	71
18.	Reserved for Future	72
19.	Reserved for Future	73
20.	Rates and Charges	74

## 2. Definitions

## Access Line

The circuit which travels from the Central Office to the subscriber's premise terminating at the protector which provides direct access to the local exchange and the toll switching networks.

# Aggregator

Aggregator denotes any entity that, in the ordinary course of its operations, makes telephones available to the public or transient users of its premises, for interstate telephone calls using a provider of operator services.

# Central Office (CO) Implemented Coin Line

An access line that provides coin signaling. A customer provided payphone may be used with a CO Implemented Coin Line.

## Channel

The communications path provided by the Company between two or more locations.

### Circuit

A Channel used for the transmission of electrical or optical energy in the furnishing of telephone service.

## Contract

The service agreement between a subscriber and the Company under which services and facilities are furnished.

#### Customer

A subscriber to services listed in this Rates, Terms & Conditions Document. See Subscriber.

## Customer Activity Charge

Nonrecurring charge(s) made for the establishment of communication service or subsequent additions or changes to that service.

## Customer Provided Equipment (CPE)

Devices, apparatus and their associated wiring provided by a subscriber for use with facilities furnished by the Company.

# 2. <u>Definitions (Cont'd)</u>

## **Demarcation Point**

The point of connection, provided and maintained by MADISON NETWORK SYSTEMS, INC., at which the station wiring becomes dedicated to an individual customer's use. For an individual customer dwelling, this point of connection will generally be the modular jack on the customer side of the Network Interface Device (NID). The drop wire and the network protector will continue to be provided by, and remain the property of, the MADISON NETWORK SYSTEMS, INC. The demarcation point is usually the point at which the MADISON NETWORK SYSTEMS, INC. wiring connects with the customer's wiring.

### **Digital Centrex**

Centrex is a central office based business touch tone service which provides capabilities similar to those offered by a Private Branch Exchange, but without requiring switching equipment on the customer's premises.

### **Essential Telephones**

All coin operated telephones (payphones) accessible by the public, provided for emergency use (Emergency Use Telephones), a reasonable percentage of telephones in hotels, motels, hospitals and nursing homes, and a reasonable percentage of credit card operated telephones on any group of such telephones. Essential Telephones may also be called Public Interest Telephones.

## **Emergency Use Telephones**

All telephones intended primarily to save persons from bodily injury, theft or life threatening situations. This includes, but is not limited to, telephones in elevators and on highways, and telephones to alert police, a fire department or other emergency service providers.

#### End User

See subscriber.

#### Exchange

A geographical area for the administration of telecommunications services established and described by the tariff of a telecommunications company providing local exchange service.

#### Exchange Area

The territory served by an Exchange.

#### Extended Area Service

Interexchange telephone service furnished at flat or message rates between one or more exchange areas.

## 2. <u>Definitions (Cont'd)</u>

## Instrument Implemented Payphone Service

Payphone Service that does not require the use of an access line that provides coin signaling. A customer provided payphone may be used in conjunction with Instrument Implemented Payphone Service.

### **LERG**

Local Exchange Routing Guide

## Local Channel

That portion of a channel which connects a station to the interexchange channel; it also applies to a channel connecting two or more stations within an exchange area.

### Local Exchange Carrier (LEC)

A company that provides intraLATA telecommunications within a franchised territory.

#### Local Exchange Service

Telephone service furnished between subscribers' stations located within the same local exchange area

Local exchange service includes access to subscribers within the local service area only. Access to subscribers outside of the local exchange area is provided through the toll provider's message toll tariff.

# Local Message

A communication between subscriber stations within the same local service area.

## Local Service Area

The geographical area which a subscriber obtains telephone service without the payment of a toll charge.

#### Network Interface Device (NID)

A device wired between the telecommunications protector and the inside wiring to isolate the customer's equipment from the network.

# Payphone Service Provider

An entity that provides payphone service. This entity can be either the local exchange company or an independent provider engaged in providing payphone service.

# 2. <u>Definitions (Cont'd)</u>

## Pilot Number

The number in a multi-line hunt service group that is published as the customer's telephone number. When this number is dialed and the line is in use, the central office switch will search for an available idle line in the hunt group.

### Public Interest Telephone

See Essential Telephone.

#### **Premises**

The building, portion or portions of a building used and occupied at one time by the subscriber in the conduct of his business or as a residence. Where floor space in adjoining buildings is made continuous in extent at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the subscriber who used and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

## Private Line

A circuit provided to furnish communication only between the two or more locations directly connected to it, and not having connection with central office switching apparatus.

## Subscriber

A person or agency subscribing for telephone service. As used in this Rates, Terms and Conditions document, a separate subscriber is involved at each location, or continuous property, where service is furnished. One individual or firm therefore may be considered as two or more separate subscribers, even in the same Exchange. The privileges, restrictions, and rates established for a subscriber to any class of service are limited to the service at one location; no group treatment of service at separate locations furnished to one individual or firm is contemplated or to be implied except when definitely provided for in the specific service descriptions.

# **Tariff**

A document filed by the Company with the Illinois Commerce Commission which lists the communication services offered by the Company and the associated rates and charges.

## Toll Message

A message from a calling station to a station located in a different local service area.

# 2. <u>Definitions (Cont'd)</u>

# Toll Service

Telephone service rendered by the Company or other Common Carriers between patrons in different local service areas in accordance with the rates and regulations of the company providing service.

# <u>Trunk</u>

A telephone communication channel between two switching centers.

## 3. General Rules and Regulations

# 3.1 Obligation and Liability of Company

# A. Availability of Facilities

The Company's obligation to furnish telephone 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.

# B. Transmitting Messages

The Company does not undertake to transmit messages, but rather offers the use of its facilities, where available, for communication between parties subject to the conditions specified in these tariffs.

### C. Defacement of Premises

The Company will make a reasonable effort to leave the customer's property in the same condition in which it was found prior to any Company work. The Company will repair or replace any defacement or damage of property due to installation, existence, or removal of Company property when the damage is the result of negligence of the Company.

## D. Maintenance and Repairs

The Company shall bear the expense of all repair and maintenance of its facilities. Where damage or destruction of its facilities is due to the acts or omissions of the subscriber, the Company will be reimbursed by the subscriber for any such damage. The subscriber may not rearrange, remove, or disconnect any Company facilities without consent of the Company.

Access to subscriber's premises at any reasonable hour will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

# E. Adjustment of Charges

In case of overbilling, a refund will be made by the Company for the amount of excess charges with interest from the date of the overpayment by the subscriber.

The rate of interest will be the rate required to be paid on deposits.

The refund will be accomplished by a credit on a subsequent bill for telephone service or by check if the account is final or if requested by the subscriber.

- 3. General Rules and Regulations (Cont'd)
  - F. Liability of Company
  - 1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur in excess of 36 hours after notification has been made
  - 2. The customer indemnifies and saves the Company harmless against the following:
    - (a) Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
    - (b) Any defacement or damage to the customer's premises, resulting from the existence of the Company's facilities (demarcation point and drop) on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
    - (c) Any accident, injury or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
    - (d) Claims for libel, slander or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
    - (e) Liability for failure to provide service.

- 3. <u>General Rules and Regulations</u> (Cont'd)
  - 3.1 Obligation and Liability of Company (Cont'd)
    - G. Credit for Interruptions
      - 1. Subject to the exceptions contained in Section 3.1.G.2, when the use of service or facilities furnished by the Company is interrupted, the following adjustments of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperable by reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company:
        - (a) If the interruption last for greater than twenty-four (24) hours but equal to or less than forty-eight (48) hours, Company shall provide a credit equal to a pro-rata portion of monthly recurring charges for the services interrupted;
        - (b) If the interruption lasts for greater than forty-eight (48) hours but equal to or less than seventy-two (72) hours, Company shall provide a credit for 33% of one month's recurring charges for all interrupted services;
        - (c) If the interruption lasts for greater than seventy-two (72) hours but equal to or less than ninety-six (96) hours, Company shall provide a credit for 67% of one month's recurring charges for all interrupted services;
        - (d) If the interruption lasts for greater than ninety-six (96) hours but equal to or less than one hundred twenty (120) hours, Company shall provide a credit for one full month's recurring charges for all interrupted services;
        - (e) If the interruption lasts for greater than one hundred twenty (120) hours, Company will provide alternative phone service to the Customer at no cost or provide an additional credit of \$20 per day, at the Customer's option.

- 3. <u>General Rules and Regulations</u> (Cont'd)
  - 3.1 Obligation and Liability of Company (Cont'd)
    - G. Credit for Interruptions (Cont'd)
      - (f) The credit for services applies to the following non-usage sensitive services:
        - Monthly Basic Local Service
        - Federal and State Subscriber Line Charges (SLC)
        - Flat Rated Extended Area Service (where applicable)
        - Custom Calling Features
        - CLASS Features

For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit.

2. Limitation on Credit for Interruption Allowances

No credit allowance will be made for:

- (a) Interruptions due to the negligence or willful acts of , or noncompliance with the provisions of this Rates, Terms & Conditions Document by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service by of the Company;
- (b) An emergency situation;

An emergency situation is defined as:

- A declaration made by the applicable state or federal government agency that the area served by the local exchange carrier is either a state or federal disaster area;
- An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, war, or acts of parties that are not agents, employees or contractors of the local exchange carrier, or
- A severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

- 3. <u>General Rules and Regulations</u> (Cont'd)
  - 3.1 Obligation and Liability of Company (Cont'd)
    - G. Credit for Interruptions (Cont'd)
      - 2. Limitation on Credit for Interruption Allowances (Cont'd)
        - (c) Interruptions due to the failure or malfunction or customerowned telephone equipment or inside wiring;
        - (d) Interruptions of service extended by the Company's inability to gain access to its facilities and equipment for the purpose of investigating and correcting interruptions due to the Customer changing a scheduled appointment, provided that the interruption is not extended further by the Company;
        - (e) Interruptions of service extended by the Company's inability to gain access to its facilities and equipment because the Customer missed an appointment, provided that the interruption is not further extended by the Company;
        - (f) Interruptions of service during any period when it is necessary for the Customer to release service to the Company for necessary maintenance purposes or for implementation of a Customer order for a change in service arrangement.
        - (g) Interruptions that occur as a result of the Company's right to refuse service to the Customer as provided in 83 Ill. Adm. Code 735.

- 3. <u>General Rules and Regulations</u> (Cont'd)
  - 3.1 Obligation and Liability of Company (Cont'd)
    - H. New Service Installation Requirements
      - 1. As provided for in 83 Ill. Adm. Code 732.20(a), the Company will install basic local exchange service within five (5) business days after the Customer orders service. The Company will inform the Customer at the time of the request for install, repair, and/or appointment is made, whether or not the Company has the requisite information to complete the request. Once the requisite information is provided to the Company, the five (5) business day period starts. If the Company fails to install basic local service within five (5) business days, the Company will waive 50% of any installation charges or if the installation is pursuant to the Link Up program, the Company shall provide a credit of \$25. If the Company fails to install service within 10 business days after the service application is placed, the Company shall waive 100% of the installation charge, or if the installation is pursuant to the Link Up program, the Company shall provide a credit of \$50. For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, whichever is greater, the Company will either provide alternative telephone service at no cost or an additional credit of \$20 per day, at the Customer's option until service is installed.
      - 2. The New Service Installation credit referenced in Section 3.3.H(1) does not apply as a result of:
        - (a) The customer requesting an installation date beyond the five (5) days from the date of the order. Should the company not meet its extended commitment date, the New Service Installation date, the customer credit will then be applied from the "agreed" upon installation date;
        - (b) Negligence or willful acts of, or noncompliance with the provisions of this Rates, Terms & Conditions Document by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service by of the Company.

- 3. <u>General Rules and Regulations</u> (Cont'd)
  - 3.1 Obligation and Liability of Company (Cont'd)
    - H. New Service Installation Requirements (Cont'd)
      - (c) An emergency situation;

An emergency situation is defined as:

- A declaration made by the applicable state or federal government agency that the area served by the local exchange carrier is either a state or federal disaster area;
- An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, war, or acts of parties that are not agents, employees or contractors of the local exchange carrier, or
- A severe storm, tornado, earthquake, flood or fire, including any sever storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.
- (d) The inability to gain access to the customer's premises due to the Customer missing an appointment provided that the violation is not further extended by the carrier;
- (e) The Customer requesting a change to the scheduled appointment, provided the violation is not further extended by the carrier;
- (f) The Company's right to refuse service to a customer as provided in 83 Ill. Adm. Code 735; or
- (g) A lack of Company facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the carrier is not currently offering service, or there are insufficient facilities to meet the customer's request for service.

- 3. <u>General Rules and Regulations</u> (Cont'd)
  - 3.1 Obligation and Liability of Company (Cont'd)
    - I. Failure to Keep Scheduled Appointment
      - 1. If the Company needs access to the Customer premise an appointment will be made with the customer. If the Company fails to show up for the appointment, a credit of \$50 will be applied to the customer's telephone bill.
        - (a) Appointment times will be listed in four hour increments and the service technician will show up between the times agreed upon with the Customer.
        - (b) The credit does not apply if:
          - i. The Customer is not available during the agreed hours of the appointment.
          - ii. The Company provides twenty-four (24) hour notice of its inability to keep the appointment. The twenty-four (24) hour period is from the end-point of the appointment commitment. If the Company states the commitment is from 8:00a to 12:00p, the Company would have until 12:00p the previous day to notify the customer of an appointment change without penalty. The Company will not make an appointment "window" of greater than a four hour period.
    - J. Unauthorized Access and Hacking

Except for physical damage to customer's transmission facilities or customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.

# 3. <u>General Rules and Regulations</u> (Cont'd)

## 3.2 Use of Service and Facilities

# A. Provision of Equipment

- 1. All equipment necessary for the provision of a given service will be furnished and owned by the Company except as provided elsewhere in this Rates, Terms & Conditions Document. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer at a suitable outlet when and where required.
- 2. Equipment not owned by the Company may be attached to the facilities of the Company as provided in Section 3.2(B). In case unauthorized attachment or connection is made, the Company shall have the right to discontinue the service.
- 3. The provisions of the preceding shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company (such as a device to obtain quietness or privacy), provided any such device so used does not:
  - a. Endanger the safety of Company employees or the public.
  - Damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, unless as provided for elsewhere in this Rates, Terms & Conditions Document.
  - c. Interfere with the proper functioning of such equipment or facilities.
  - d. Impair the operation of the communication system.
  - e. Otherwise injure the public in its use of the Company's services.

# 3. <u>General Rules and Regulations</u> (Cont'd)

## 3.2 Use of Service and Facilities (Cont'd)

- B. Customer Provided Equipment and Inside Wire
  - 1. Customer-provided equipment and/or inside wire may be connected at the customer's premises to facilities of the Company for use with local exchange service in compliance with FCC regulations.
  - 2. Customers may connect equipment, systems and/or inside wire registered or grandfathered by the FCC directly to the Company network.
  - 3. The General Regulations contained in Section 3 of this Rates, Terms & Conditions Document apply when the customer elects to provide his own equipment and/or inside wire. In any instance where the Rates, Terms and Conditions of the Company conflicts with an effective order of the FCC, the FCC order will have precedence.
  - 4. Responsibility of the Customer
    - a. Upon notification from the Company that the customer-provided equipment or inside wire is causing or is likely to cause harm, the customer shall make such change as is necessary to remove such harm. Failure to make such change will result in disconnection of service until such change is completed to the satisfaction of the Company.

- 3. <u>General Rules and Regulations</u> (Cont'd)
  - 3.2 Use of Service and Facilities (Cont'd)
    - B. Customer Provided Equipment and Inside Wire (Cont'd)
      - 4. Responsibility of the Customer (Cont'd)
        - b. The customer may be required, as a condition of service, to pay in full all sums due the Company including, but not limited to, customer activity charges, termination charges, minimum charges, and reimbursement for loss or damage to Company facilities as may apply.
        - c. A customer must subscribe to, and be capable of providing operation for, sufficient quantities of local exchange service lines to provide adequate access to his customer-provided equipment and/or inside wire in accordance with accepted communications industry standards.
        - d. The customer must provide all of the terminal equipment and/or inside wire on the customer's side of the point of demarcation between Company owned equipment and customer-owned equipment.
        - e. Use of Company facilities or service in connection with any device for recorded public announcements is subject to the following conditions:
          - (1) For purposes of identification, customers who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.

- 3. <u>General Rules and Regulations</u> (Cont'd)
  - 3.2 <u>Use of Service and Facilities</u> (Cont'd)
    - B. Customer Provided Equipment and Inside Wire (Cont'd)
      - 4. Responsibility of the Customer (Cont'd)
        - e. (Cont'd)
          - (2) Customers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
          - (3) Nonpublished telephone service will not be furnished for use with recorded public announcements.
          - (4) Failure to comply with the provisions of this Rates, Terms & Conditions Document shall be cause for termination of the service.
        - f. Customer-provided systems, equipment, and inside wire must comply with the requirements of Part 68 of the Rules of the Federal Communications Commission.
      - 5. Responsibility of the Company
        - a. The Company shall not be responsible to the customer for changes in the technical criteria or in any of the facilities, operations or procedures initiated by the Company or appropriate regulatory agencies which might render any customer-provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The Company will make a reasonable effort to notify a customer in advance of changes in technical criteria, operations or procedures, which might affect customer-provided equipment or systems.
        - b. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications systems, equipment, or inside wire.

## 3. <u>General Rules and Regulations</u> (Cont'd)

# 3.2 <u>Use of Service and Facilities</u> (Cont'd)

#### C. Use of Subscriber Service

Local exchange telephone service, as distinguished from payphone service, is furnished only for the use by the subscriber, his/her family, and associates. The Company may refuse to install such service, or permit such service to remain on the subscriber premises, if the service is able to be used such that it is of a payphone nature.

#### D. Abuse or Fraudulent Use of Service

Local exchange service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may disconnect service, which is used in such a manner as listed below. In case of such disconnection, the Company will immediately attempt to notify the customer.

Abuse or fraudulent use of service includes the following:

- 1. The use of service or facilities of the Company in such a manner as to interfere with the service of one or more other telephone users.
- 2. Tampering with or rearranging Company equipment or facilities, or engaging in any fraudulent activity whatsoever, for the purpose of obtaining service without payment of any portion of charges applicable to the service rendered by the Company or common carriers using the Company's facilities.
- 3. The use of service that is objected to by or on behalf of any governmental authority on the grounds that such service is or is to be used for illegal purposes.

## 3. <u>General Rules and Regulations</u> (Cont'd)

## 3.2 <u>Use of Service and Facilities</u> (Cont'd)

## E. E-911 Limitations

The Customer could lose E-911 service under the following conditions:

- 1. If the Customer relocates the CPE installed by the Company without first advising the Company of relocation. This will have an adverse affect on the Company's ability to deliver E-911 services.
- 2. Any non-native numbers obtained by any means are not the responsibility cause E-911 services to not work.
- 3. Should the broadband connection fail the E-911 service may not work properly.
- 4. In the event of an electrical power outage, E-911 services could be impacted after the battery life on the CPE has been exhausted if CPE does in fact have a battery back-up.

# F. Caller Name and Robocall Management

Madison will investigate when informed of suspicious calling patterns or deceptive caller ID practices; identify the customer(s) or number(s) involved; contact those customers to determine the nature of their calls; and block, suspend or terminate a customer's service if it is determined to be engaged in robocalling, deceptive caller ID practices or refuses to cooperate with the Madison investigation.

Madison's voice services will associate the customer name on the Madison account to the telephone number to be displayed in association with the caller name lookup services ("CNAM") provided as part of the voice service for all calls made from any of the Madison telephone numbers on the account. In the event that the customer wishes to modify the caller name associated with the CNAM, customer agrees to the following: caller name submission(s) shall not mislead or impersonate any person or company; caller name submission(s) shall not contain false information and shall accurately represent the name of the person that subscribes to the voice service and that is included in directory listings, if any; caller name submission(s) shall not contain abusive, defamatory, vulgar, obscene, racist or any other language objectionable to any person or entity as determined by Madison, in its sole discretion; and caller name submission(s) shall comply with all relevant laws, rules and regulations. Furthermore, customer's outgoing calls must use an active, valid telephone number assigned to Customer. Use of invalid or unassigned telephone numbers are prohibited for outgoing calls.

# 3. General Rules and Regulations (Cont'd)

## 3.3 Establishment and Furnishing of Service

## A. Applications for Service

Application for service must be made on the Company's standard form, which becomes a contract when accepted in writing by the Company or upon establishment of service. The conditions of such contracts are subject to all provisions of this and other applicable tariffs.

The subscriber may be required to pay in advance all charges including applicable Customer Activity Charges for the first billing period. Federal, State or municipal governmental agencies may not be required to make advance payments.

Requests for additional service may be made verbally, if provided in the original contract, and no advance payment will be required.

A move within the exchange area is not considered a means to terminate the contract and orders for such may be made verbally.

Any change in rates, rules or regulations prescribed by the Illinois Commerce Commission shall act as a modification of the contract to that extent, without further notice

# B. Furnishing of Service to Business Customers

Business rates apply to customers conducting business in the following locations:

- 1. Offices, stores, factories and all other places of a strictly business nature.
- 2. In boarding houses, offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs or lodges, public, private, or parochial schools, or colleges (excluding dormitory rooms at such schools or colleges), hospitals, libraries, churches, and other similar institutions.
- 3. At residence locations when the subscriber has no regular business telephone and the use of the service either by himself, members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature, or when such business use does not occur or pass over to residence phones during times when businesses are ordinarily closed.

- 3. <u>General Rules and Regulations</u> (Cont'd)
  - 3.3 <u>Establishment and Furnishing of Service</u> (Cont'd)
    - B. Furnishing of Service to Business Customers (Cont'd)
      - 4. Where the place of business and the residence of a subscriber are in the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.
      - 5. At residence locations, when an extension station or extension bell is located in a shop, office, or other place of business.
      - 6. In college fraternity houses.
      - 7. At any location where the listing of service at that location indicates a business, trade or profession, except as specified in 3.5(C). below.
    - C. Furnishing of Service to Residence Customers

Residence rates apply to customers at the following locations:

- 1. In private residences where business listings are not provided.
- 2. In private apartments of hotels, rooming houses where service is confined to the subscriber's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.
- 3. In residence of a clergyman, and in the place of residence of a physician, dentist, veterinarian, surgeon or other medical practitioner, provided the subscriber does not maintain an office in the residence. In the residence of a Christian Science practitioner, nurse or midwife, or in the office of any of this group of persons, provided the office is located in the subscriber's residence and is not part of an office building. If listings of firms or partnerships, or additional listings of persons not residing in the same household are desired, business rates apply.
- 4. Churches, hospitals and other charitable institutions not receiving monies by public taxation or from charges for their services take

# 3. <u>General Rules and Regulations</u> (Cont'd)

# 3.3 <u>Establishment and Furnishing of Service</u> (Cont'd)

# D. Telephone Numbers

The Company may change any or all numbers or the central office associated with such number whenever it deems it necessary in prudently conducting its business. Should it become necessary to make such a change, the Company will provide reasonable notice of the effective date and reason for the change. A subscriber may request a telephone number change and if feasible the change will be made at the rate following as described in Section 5.2(B) and listed in Section 20.2(B).

#### E. Alterations

The subscriber agrees to notify the Company promptly of any alterations or new construction on subscriber premises which will necessitate changes in the Company's wiring and equipment; and the subscriber agrees to pay the Company's current charges for such changes.

# F. Payment for Service

The subscriber is required to pay all charges for services rendered by the Company, both exchange and toll, in accordance with provisions contained in this Rates, Terms & Conditions Document. The subscriber is responsible for all charges for service rendered at his telephone, including collect charges.

# 3. General Rules and Regulations (Cont'd)

## 3.4 Establishment and Maintenance of Credit

## A. Establishment of Credit for Service

The Company is not obligated to furnish or continue to furnish service to any individual or business that owes for the same class of service furnished by the Company previously rendered at the same or a different address until arrangements have been made for payment in full of such previous indebtedness to the Company.

In order to ensure that payment is made for all charges due for its service, the Company may require an applicant for service to establish and maintain credit. An applicant's credit rating as determined by the credit bureau will be used to determine their ability to establish credit with the Company.

# B. Deposits

A deposit may be required from new customers as well as from existing customers. The following regulations apply to deposits:

- 1. An applicant's credit rating as determined by the credit bureau will be used to determine the amount of the deposit required before service is established.
  - a. A customer with good credit rating will not be required to pay an initial deposit.
  - b. A customer with no established credit will be required to pay an initial deposit of \$75.00.
  - c. A customer with a bad credit rating will be required to pay an initial deposit of \$75.00.

- 3. General Rules and Regulations (Cont'd)
  - 3.4 Establishment and Maintenance of Credit (Cont'd)
    - B. Deposits (Cont'd)
      - 2. The required deposit will not be in excess of the estimated charges for two (2) months for residential service, and four (4) months for business service.
      - 3. The estimated charges for customers shall be based on the average monthly billing of the past six (6) months to that customer.
      - 4. In the case of an applicant for service or a present customer who does not have six (6) months service with the company, the company may use the average monthly bill for that class and type for service to determine the correct amount for that deposit.
      - 5. The estimated deposit for an applicant may take into consideration past billing history for service of another company if service was provided within the State of Illinois and within six (6) months of the application. The amount of the deposit may be adjusted at the request of the customer/applicant or Company at any time when the character or degree of use of the service materially changes or when it is clearly established that the character or degree of use of the service will materially change in the immediate future.
      - 6. The Company may require a deposit or guarantee from an existing customer as a condition of continued service if, during the first twelve (12) months that the customer receives service, the customer pays late four times or has service discontinued for nonpayment two times.
      - 7. The Company may request a deposit from any customer after the first twelve (12) months that the customer has received service if the customer has had service discontinued two times in a twelve (12) month period, of if the Company provides evidence that the customer used a device or scheme to obtain service without payment. The Company may also request a deposit from any nonresidential customer after the first twelve (12) months the customer has received service if the customer pays late at least six times during any twelve (12) month period.

- 3. General Rules and Regulations (Cont'd)
  - 3.4 Establishment and Maintenance of Credit (Cont'd)
    - B. Deposits (Cont'd)
      - 8. The Company may request that up to one-third of the requested deposit amount be paid within twelve (12) days after the request for the deposit. An applicant may be requested to pay no more than one-third of the deposit amount prior to the establishment of service. The Company shall allow the balance of the deposit to be paid in two (2) equal monthly installments
      - 9. Deposits plus interest shall be automatically refunded after being held for twelve (12) months as long as the customer has paid any past due bill owed to the Company, service has not been discontinued for nonpayment, the customer has not paid late four times, or the customer has not used a device or scheme to obtain service without payment. If the customer had any past due bills in the previous twelve (12) months, the deposit will not be refunded until the account has twelve (12) consecutive months in good standing.
      - 10. The deposit shall be credited with accrued interest to the charges stated on the final bill and the remaining balance, if any, shall be returned to the subscriber within thirty (30) days after the termination of service.
      - 11. Interest will be paid on all deposits held by the Company. The interest rate shall equal the rate existing for one-year United States treasury bills at that point in time when the determination of the interest rate is made by the Commission. The interest rate will be rounded to the nearest one-half of one percent. Simple interest will be computed from the date of payment of the deposit, and will be credited annually upon the account of the customer until discontinuance of service, or upon return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer.

# 3. <u>General Rules and Regulations</u> (Cont'd)

# 3.4 <u>Establishment and Maintenance of Credit</u> (Cont'd)

# C. Deposit not to Affect Regular Collection Practices

The fact that a deposit has been made shall in no way relieve the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payments of bills on presentation; nor constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of the service for non-payment of any sums due the Company for service rendered. The Company may discontinue service to any subscriber failing to pay current bills without regard to the fact that such subscriber has made a deposit with the Company to secure a payment of such bills or has furnished the Company with a guarantee in writing of such bills.

# D. Records of Deposits

The Company shall maintain records of deposits together with interest, which collectively will show all transactions pertaining to each deposit.

Each customer posting a deposit shall receive in writing at the time of posting or within ten days from that date, a receipt that contains the following information:

- 1. Name of customer
- 2. Address where the service for which the deposit is required will be provided
- 3. Type of service
- 4. Date when the deposit was received
- 5. Rate of interest on the deposit
- 6. Amount of deposit
- 7. The Company's name
- 8. A statement of conditions under which the deposit will be refunded

# 3. <u>General Rules and Regulations</u> (Cont'd)

# 3.4 Establishment and Maintenance of Credit (Cont'd)

#### E. Discontinuance of Service

Service may be discontinued for failure to establish or maintain credit as authorized above, no sooner than eight (8) days after the Company has served or mailed notice requiring the subscriber to comply with credit regulations.

# F. Service Reconnection Charges

Where service has been discontinued for failure to establish or maintain credit as authorized above, a service initiation charge as discussed in Section 5.2(A) and listed in Section 20.2(A) will apply, and will be collected by the Company.

# 3.5 <u>Customer Billing</u>

#### A. General

Bills for telephone service are issued monthly, and are due when rendered. Generally, monthly recurring charges are billed in advance, while usage charges are billed in arrears. The Company shall render a bill during each billing period except when there is a zero balance.

The customer is responsible for all charges in conjunction with services furnished including collect toll messages that have been accepted at the customer's telephone. Failure to receive a bill does not relieve the subscriber of the responsibility for payment for telephone service.

Charges for business service shall not be transferred to a bill for residential service, nor shall charges for residential service be transferred to a bill for business service.

The Company must issue customer bills within one year of the date the service was provided. No customer shall be liable for charges after one year.

Subscribers shall have twenty-one (21) days from the date of the postmark on the bill to pay the charges stated thereon. Payment shall be made at the office of the Company, an authorized collection agency, by mail or by electronically. The Company may assess a late payment charge of 1.5% per month or \$8.95, whichever is greater, for payments made after twenty-one (21) days or when the previous month's bill has not been paid in full, leaving an unpaid amount carried forward. This charge does not apply to amounts which are in dispute at the time the late payment charge would otherwise be applied or to accounts of the federal, state, county or local government.

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# 3. <u>General Rules and Regulations</u> (Cont'd)

# 3.5 <u>Customer Billing</u> (Cont'd)

# A. General (Cont'd)

A charge of \$35.00 will be made for all checks returned to the company for insufficient funds. If more than one insufficient funds check is received from a subscriber within a twelve (12) month period, the company may require that all subsequent payments be made by cash, money order, or certified check.

In the event that charges on a customer bill issued by the Company are later found to be incorrect, the Company shall refund the amount of the overcharges with interest from the date of overpayment by the customer. The rate of interest shall be the same as the rate paid on deposits stated in Section 3.4(B)(11).

#### B. Customer Bill Format

All bills for residential and single-line business customers shall contain an itemization of charges. Itemization of every monthly billing shall include, but not be limited to:

- 1. Exchange access (basic local service) as requested by customer;
- 2. Local service;
- 3. Extended area service;
- 4. Equipment;
- 5. Enhanced and other local services;
- 6. The period of time for which the local service and equipment charges apply;
- 7. Billing may include an itemization of all usage charges charged to the account including, but not limited to the date and time of the call, the rate which applied to the call, the length of the call in minutes, the destination of the call, or point of origin for collect and/or third party calls;

## 3. General Rules and Regulations (Cont'd)

## 3.5 Customer Billing (Cont'd)

- B. Customer Bill Format (Cont'd)
  - 8. The phone number of the appropriate company business office;
  - 9. The due date of the bill; and
  - 10. A separate listing of additional charges due to state messages tax, municipal message tax, municipal consumer tax, state and municipal infrastructure maintenance fees, and federal excise tax.

## 3.6 Minimum Contract Periods and Termination of Service

#### A. Minimum Contract Periods

Except as hereinafter provided, the minimum contract period for all services and facilities is one month at the same location.

The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction necessary to meet special demands, and involving extra cost.

Service will not be installed for a period of less than one month unless the subscriber pays, in addition to one month's rental, the cost of installation and removal of the necessary facilities.

In case of PABX service, the initial contract period shall be at least one year, and the Telephone Company may require longer contract periods depending upon the size and nature of the facilities required for rendering service.

The length of contract period for directory listings, and for joint use service, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first published to the subscribers to the day the succeeding directory is first distributed to subscribers.

- 3. <u>General Rules and Regulations</u> (Cont'd)
  - 3.6 <u>Minimum Contract Periods and Termination of Service</u> (Cont'd)
    - B. Termination of Service by the Company
      - 1. Service may be discontinued for any of the following reasons:
        - a. Nonpayment of an undisputed past due charge.
        - b. Failure to make or increase a required deposit or guarantee.
        - c. Unauthorized use of the Company's equipment in a manner that creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
        - d. Failure to substantially comply with the terms of a settlement agreement.
        - e. Refusal after reasonable notice to permit inspection, maintenance, or replacement of Company's equipment.
        - f. Material misrepresentation of identity in obtaining service from the Company.
        - g. For noncompliance with an FCC or State Commission order.
        - h. Nonpayment of undisputed, delinquent state or interstate long distance charges billed by the Company or undisputed, delinquent exchange charges including any FCC-approved end user charges or both.
      - 2. The failure to pay charges not subject to the Illinois Commerce Commission or Federal Communications Commission's jurisdiction shall not constitute cause for discontinuance of service except as indicated in 3.6(B)(1)(h) above.
    - C. Termination of Service Subscriber's Request

Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company ten (10) days in advance, and upon payment of any applicable termination charges, in addition to any applicable charges due for service that has been furnished.

# 3. <u>General Rules and Regulations</u> (Cont'd)

- 3.6 <u>Minimum Contract Periods and Termination of Service</u> (Cont'd)
  - C. Termination of Service Subscriber's Request (Cont'd)

In the case of service for which the minimum contract period is one month, termination will require that charges due for the balance of the minimum period be paid.

For special equipment, the charges will be based on the individual circumstances in each case as agreed upon at the time of installation.

Service may be terminated after the expiration of the initial contract period, upon the Company being notified, and upon payment of all charges due to the date of termination of the service.

- 3. General Rules and Regulations (Cont'd)
  - 3.6 <u>Minimum Contract Periods and Termination of Service</u> (Cont'd)
    - D. Procedures for Discontinuance of Service
      - 1. The Company may discontinue service to a subscriber only after it has mailed or delivered by other means a written notice of discontinuance. Service will not be discontinued until at least five days after delivery of this notice, or eight days after the postmark date on a mailed notice.
      - 2. In addition to the written notice, the Company shall make an effort to contact the subscriber and advise them of the discontinuance and what action must be taken to avoid it. The Company shall not deliver more than two consecutive notices of discontinuance for past due bill without engaging in collection activity with the subscriber.
      - 3. Services will not be discontinued for a past due bill after 12:00 noon on Friday, or on Saturday, Sunday, legal holiday recognized by the state, or on any day when the Company's offices are not open for business. Services may be discontinued on normal business days between 8:00 a.m. and 2:00 p.m. unless the Company is prepared to restore service within three hours after receipt of payment, at the standard restoral charge, if any.
      - 4. Until at least 5:00 p.m. on business days, the Company will have personnel available that are authorized to reconnect service if the conditions cited for discontinuance are corrected, and any restoral charge specified in this Rates, Terms & Conditions Document is paid.
      - 5. Discontinuance of service shall be postponed for a time not in excess of thirty (30) days from the date of written certification by a licensed physician that discontinuance of service will create or aggravate a medical emergency for the subscriber or a permanent resident in the subscriber's household. Initial certification will prohibit discontinuance for thirty (30) days. Certification may be renewed for one additional thirty (30) day period. If the certificate is not renewed, the Company may initiate discontinuance procedures. In the event service is discontinued within ten (10) days prior to certification, service will be restored if the proper certification is then made in accordance with the provisions stated above.

# 3. General Rules and Regulations (Cont'd)

# 3.7 <u>Charges for Damages</u>

In situations where impairment or interruption of service is caused by tampering with Company wiring or equipment, the customer instigating such tampering or the person causing the damage will be billed the full cost of labor and materials required to reestablish normal service. In addition, the customer will be required to pay for any lost access revenue and lost toll charges caused by this impairment or interruption of service. This will be estimated based on an average of the preceding three months usage and prorated to the amount of time service was impaired or interrupted and also for the number of customers affected.

## 3.8 Connection of Automatic Dialing-Announcing Devices

An automatic dialing-announcing device is any automatic equipment used for solicitation which includes storage capability of numbers to be called; or a random or sequential number generator that produces numbers to be called, and has the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called.

Automatic dialing-announcing devices used for solicitation purposes where calls initiated by the device cannot be terminated at will by the called party and dial tone restored to the called party promptly upon termination of the call by the called party may not be connected to the telephone network.

Any prerecorded message issued by an automated dialing-announcing device shall be preceded by an announcement, which states the name and address of the calling party, the purpose of the message, and that the message is coming from automated equipment.

# 3. <u>General Rules and Regulations</u> (Cont'd)

## 3.9 Digital Divide Elimination Fund Program

Digital Divide Elimination Fund Program is created as a special fund in the State Treasury to foster elimination of the Digital Divide and will be used, subject to appropriation, by the Illinois Department of Commerce and Community Affairs to fund community technology centers and for assisting public hospitals, libraries, and park districts in eliminating the digital divide. All monies in the Fund will be collected by the Company and remitted to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

#### General

- A. Customers willing to participate in the funding of the Program may do so by electing to contribute, on a monthly basis, a fixed amount to be included on the customer's monthly bill. This contribution will not reduce the customer's total amount due for telecommunications service or other charges appearing on the bill.
- B. This contribution will be line item on the bill and identified as the "Digital Divide Fund."
- C. Contributions will be collected on a recurring basis each month from the customer's bill and remittance will be reported and transferred to the Department or its designee as required by Section 758.60.
- D. Customers may elect to contribute \$.50, \$1.00, \$2.00, \$5.00, \$10.00, \$15.00, or \$25.00 per month per line.
- E. Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least 30 days notice by telephone or mail to the company.
- F. Failure by the customer in any month to remit the entire bill amount may reduce the contribution accordingly.

# 3. <u>General Rules and Regulations</u> (Cont'd)

# 3.9 Digital Divide Elimination Fund Program (Cont'd)

The Digital Divide Elimination Fund is mandated by the Illinois Commerce Commission and is created as a special fund in the State Treasury effective July 10, 2002. All monies in the Fund will be used by the Illinois Department of Commerce and Community Affairs to fund community technology centers and for assisting public hospital, libraries, and park districts in eliminating the digital divide. The monies will be collected by the Company and remitted to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

Customers wishing to contribute to the Digital Divide Elimination Fund may do so by electing to contribute, on a monthly basis, a fixed amount of \$.50, \$1.00, \$2.00, \$5.00, \$10.00, \$15.00, or \$25.00 that will be included in the customers' monthly bill. The customer may cease contributing at any time upon providing notice to the Telephone Company. Any contribution made will not reduce the customer's bill for telecommunications service. Failure to remit the amount of increased payment will reduce the contribution accordingly.

#### LOCAL EXCHANGE SERVICE

#### 4. Local Exchange Service

## 4.1 <u>Description</u>

Customers must subscribe to Madison Network Systems, Inc. internet service.

The flat rate local calling area concurs with the local calling area of the Local Exchange Carrier (LEC) that the NPA/NNX is assigned to in the LERG.

Local Exchange Service is subject to all terms and conditions as outlined in this Rates, Terms & Conditions Document.

Local Exchange Service can be activated by equipment generating pulses (rotary) or multi-tone (touch) signals to the switching equipment.

The rates and charges for local exchange service are listed in Section 20.1. These rates and charges are for the period of one month, unless otherwise indicated, and entitle business or residence subscribers to basic local exchange telephone service. Rates for business and residence service are listed in Section 20.1(A) and 20.1(B) respectively.

The Advantage Plus with Voice Mail (Custom Call Pak III) custom calling feature package listed in Section 20.3(B) is required on all network access lines.

## 4.2 <u>Taxes, Fees, and Charges</u>

When any city, county or taxing authority imposes a franchise, occupation, business sales, license, excise, privilege, or similar tax of any kind on this Company, the amounts therein so far as practical, shall be charged on a pro-rata basis to all customers so affected receiving exchange service within the boundaries of that taxing entity. This tax charge, in all cases, will be in addition to the regular charges for local service and shall be set out as a separate item on the customer's bill.

Where a tax levied on a percentage of gross receipts, that percentage will be applied to each customer's bill so affected and the amount so computed will be added as a separate item to the customer's bill. Where a tax is levied other than on a percentage of gross receipts, a pro rata share of the total tax shall be added as a separate item to each customer's bill. All such taxes collected by the Company shall be paid to the city, county, or taxing authority in accordance with the promulgated regulations pertaining to each tax.

#### LOCAL EXCHANGE SERVICE

#### 4. Local Exchange Service

#### 4.3 Other Service Arrangements

#### 4.3.1 Madison Business Bundles

## A. General Regulations

The Madison Business Bundle packages listed below are available to business customers. The Madison Business Bundle packages may be ordered at the customer's option on a monthly rate basis or for Term Discount periods of 24 months (2 years) or 36 months (3 years). Additional Basic Business Local Exchange Service Access Lines are available at a per line rate.

The customer must sign a Term Agreement at the time the service is ordered. If the customer chooses to disconnect the service prior to the expiration of the Term Discount period, discontinuance charges will apply. Discontinuance charges equal to one hundred percent of the standard monthly rates, less any amounts previously paid, will apply.

1. <u>Basic Business Bundle</u>: This Business Bundle offers business customers a discount on flat rate charge for the following: Basic Business Local Exchange Service Access Line, Advantage Plus with Voice Mail Call Pak, and a Madison Network Systems, Inc. long distance package of 200 or unlimited domestic long distance voice minutes. Customers must subscribe to a Madison Network Systems, Inc. long distance package.

#### B. Rates and Charges

The rates for discounted Basic Business Local Exchange Service Access Lines associated with Madison Business Bundles are listed in Section 20.1(C) of this Rates. Terms & Conditions document.

#### 5. Customer Activity Charges

#### 5.1 General

The Term "Customer Activity Charge" is used to define the nonrecurring charge or charges made for the establishment of a class of communication service or subsequent additions or changes to that service.

Customer Activity Charges are in addition to any other scheduled rates and charges normally applying. They apply in addition to and not in lieu of recurring charges, mileage charges, or construction charges made because of unusual costs in establishing service.

Customer Activity Charges may be payable at the time application is made for the particular service or facility, and prior to the establishment of service, or upon presentation of a bill. Service may be established in advance of payment in the case of Customer Activity Charges for additions to the service of existing customers.

The charges specified herein do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the customer nor do they contemplate work begun interrupted by the customer. If the customer requests that overtime labor be performed or interrupts work once begun, a charge in addition to the specified charges will be made equal to the additional cost involved. Any special work performed at the request of the customer will be charged for on the basis of labor cost and overhead incurred.

## 5.2 <u>Types of Customer Activity Charges</u>

#### A. Service Initiation Charge

This charge is applicable for work performed in receiving, recording, and processing information necessary to execute a customer's request for connections and or modification of service. Service Initiation Charges are caused by customer requests only.

One Service Initiation Charge is applicable for each request for the establishment of a service.

Only one Service Initiation Charge is applicable for all items ordered at the same time for completion on the same date, for the same line number.

A Service Initiation Charge is applicable for work done to comply with a customer's initial request for new service. Additional charges may apply.

## 5. <u>Customer Activity Charges</u>

#### 5.2 <u>Types of Customer Activity Charges</u> (Cont'd)

## A. Service Initiation Charge (Cont'd)

Movement of a customer's service from one premises to another will be considered as a service termination at the old location and the establishment of service at the new location.

This charge is applicable when work is performed in the central office and/or outside plant in association with installing Local Exchange Service and/or other services utilizing outside plant facilities. The charge would include a visit to the customer premise if necessary.

One Service Initiation Charge applies to the provision by the Company of each access line for Local Exchange Service, Payphone Service, Off Premises Extensions, Foreign Exchange Service.

One Service Initiation Charge applies to each move of the established service drop and/or the associated station protection device. Additional charges may apply.

The Service Initiation Charge applies to each restoration of service that has been temporarily disconnected for nonpayment or violation of the rules and regulations of this Rates, Terms & Conditions Document or Part 735.170 of 83 Illinois Administrative Code.

The Service Initiation Charge does not apply to the first reconnection of service in each calendar year.

When service has been disconnected for nonpayment and payment has not been received or satisfactory payment arrangements have not been made for a period of ten (10) calendar days, the Company may consider the service terminated and equipment owned by the Company may be removed. Reconnection may be considered as a new installation as provided in this Rates, Terms & Conditions Document.

Service Initiation Charges are listed in Section 20.2(A) of this Rates, Terms & Conditions Document.

#### 5. Customer Activity Charges

#### 5.2 Types of Customer Activity Charges (Cont'd)

## B. Service Administration Charge

This charge is applicable for work performed in receiving, recording, and processing information necessary to execute a customer's request for a change in their present service at the existing premises. This charge includes a customer premise visit if necessary.

One Service Administration Charge is applicable <u>for each</u> of the following:

- 1. Move, change or addition of a service at an existing premises.
- 2. Addition to, or change in, a directory listing.
- 3. Change in telephone number.

Service Administration Charges also apply when the Company must program or reprogram central office switching equipment or other auxiliary network systems to enable it to provide additional features or services on an existing line or for changing those services at a customer's request.

One Service Administration Charge applies for each service order requiring programming or reprogramming of central office or auxillary network systems or remote office data base. Service Administration Charges do not apply when service is assumed by a different customer with no change of telephone number or service features. Additional charges may apply.

Charges are listed in Section 20.2(B) of this Rates, Terms & Conditions Document.

## 5. <u>Customer Activity Charges</u>

## 5.3 Conditions Under Which No Customer Activity Charges Apply

- A. To move or change a customer's telephone service or equipment when it is required or initiated by the Company.
- B. Disconnection of service for nonpayment of charges due. However, there is a charge applicable for reconnection of that service.
- C. For all activities related to services for employees.
- D. A complete or partial termination of service.
- E. Service re-established at a first temporary location after destruction of the customer's premises by an Act of God. Regular charges apply for service established at any temporary location after the first temporary location, and also to establish service at the permanent location.
- F. Change of billing address.

#### 6. Optional Services and Features

## 6.1 <u>Custom Local Area Signaling Services (CLASS)</u>

#### A. General

- 1. Custom Local Area Signaling Services (CLASS) capability is provided to customers who are served by appropriately equipped electronic central offices. However, a feature cannot be successfully activated unless both the called and calling parties are served by, and the call is routed through, appropriately equipped electronic central offices. If a tandem is not equipped to handle CLASS features, the CLASS service will be available only at the local level.
- 2. CLASS will be provided on residence lines and business lines, at rates and charges offered in Section 20.3(A), following.
- 3. To activate a feature the customer will dial a company-designated code. A confirmation will be heard when a designated code has been dialed.
- 4. Variations in central office equipment and the activation of other central office features by the called/calling party may cause differences in the availability and/or operation of individual features.
- 5. Once the features are activated, incoming calls may still be received and outgoing calls placed.
- 6. The term "distinctive ring" refers to a company assigned non-standard ringing pattern. There is only one non-standard ringing pattern per feature.
- 7. The Automatic Recall feature cannot be activated for all telephone numbers, such as numbers with the 800, 888, 877 or 900 prefixes.

#### 6. Optional Services and Features (Cont'd)

## 6.1 <u>Custom Local Area Signaling Services (CLASS) (Cont'd)</u>

#### B. Caller I.D. Blocking

Free per call blocking will be available to all residence and business customers who are served by appropriately equipped central offices. Those customers may prevent the delivery of their telephone number or name to the called party by dialing the activation code (\*67 for digitone residence and business lines, 1167 for rotary residence and business lines) prior to placing a call. If the call is completed, the terminating office sends a "PRIVATE" code to the called party's terminal in place of the directory number.

## C. CLASS Feature Descriptions

## 1. Anonymous Caller Rejection

This feature blocks and routes to an announcement incoming calls from parties who have activated calling number or calling name delivery blocking for that call. This feature grants to the called party the same measure of privacy granted to the calling name and number blocked originating caller.

#### 2. **Automatic Recall**

The telephone number associated with the last incoming call to the customer (called party) may be automatically redialed. Activation must occur before another incoming call or a call waiting indication is received by the customer. If the redialed telephone line is busy, the feature will remain active for a 30-minute period and repeatedly check the idle/busy status of the line at intervals determined by the company. Should the called party's line become idle during this period, the customer will receive a distinctive ring. If the customer answers this ring, completion of the call to the calling party will be automatically attempted. The customer need not wait for the completion of the Automatic Recall process to activate this feature for subsequent incoming calls. The idle status of the line associated with each activation will be checked.

#### 3. Call Hold

This feature enables the subscriber to put the current call on hold and then call another subscriber. A call hold button is not necessary - a flash-hook or Flash button will work.

## 6. Optional Services and Features (Cont'd)

## 6.1 <u>Custom Local Area Signaling Services (CLASS) (Cont'd)</u>

#### C. CLASS Feature Descriptions (Cont'd)

## 4. **Calling Name Delivery**

This feature is only offered to customers subscribing to calling number delivery. This feature provides for the display of the listed name associated with the telephone number from which the call is being made. The name will be delivered to a customer provided display device. The company will forward all calling names subject to technical limitations.

## 5. <u>Calling Name/Number Delivery Blocking</u>

This feature allows a customer to prevent delivery of the listed directory number and directory name to the called party. If the call is completed, the terminating office sends a "PRIVATE" code to the called party's terminal in place of the directory number and directory name.

#### 6. <u>Calling Number Delivery</u>

This feature provides for the display of the incoming telephone number on a customer provided display device attached to the customer's telephone line or on a telephone with a built-in display screen. The Calling Number Delivery feature will forward the calling number from the appropriately equipped terminating central office to the customer provided display device. The company will forward all telephone numbers subject to technical limitations.

## 7. <u>Call Waiting Caller ID Service</u>

Call Waiting Caller ID allows the subscriber, with the use of a display phone or adjunct display device, to view the directory number, and associated name of an incoming call while engaged in another call. The subscriber receives a tone signal to indicate another call is waiting to be completed to the subscriber's number.

#### 6. Optional Services and Features (Cont'd)

#### 6.1 <u>Custom Local Area Signaling Services (CLASS) (Cont'd)</u>

C. CLASS Feature Descriptions (Cont'd)

## 8. <u>Customer Originated Trace</u>

This feature will, upon successful customer activation, automatically trace the telephone number of the line used for the last call received by the customer. The customer must dial a company-designated code, and a confirmation will be heard when a designated code has been dialed. Activation must occur prior to the time that either another call or the call waiting tone is received by the customer. Within five business days after successful activation of Customer Originated Trace, the customer must contact the company to arrange for continued retention of the trace record. The company will not provide the traced number to the customer, but it will be provided to law enforcement officials only pursuant to a valid subpoena issued by a court of competent jurisdiction. The practices of law enforcement officials vary, and the company does not represent that any action will be taken by such officials with regard to the traced number. The company also does not guarantee the satisfactory operation of the capability set forth above for use in the provision of the Customer Originated Trace feature.

## 9. <u>Distinctive Ringing/Call Waiting</u>

This feature provides special treatment for calls received from a customer's list of specified telephone numbers. The customer creates a screening list containing up to ten directory numbers through an interactive dialing sequence. When an incoming call from one of the predetermined telephone numbers is received, the customer is alerted with a distinctive ringing pattern or a distinctive call waiting tone. Calls from telephone numbers not included on the screening list will produce a normal ringing pattern or call waiting tone.

## 10. Find Me, Follow Me

This feature provides a way for subscribers to configure additional numbers that will ring instead of or as well as the subscriber's own number, any of which can answer the call.

## 6. Optional Services and Features (Cont'd)

## 6.1 <u>Custom Local Area Signaling Services (CLASS) (Cont'd)</u>

C. CLASS Feature Descriptions (Cont'd)

## 11. Remote Call Forwarding

Remote Call Forwarding Service (RCF) is a local exchange telecommunications feature whereby all calls dialed to a telephone number equipped for RCF are automatically forwarded to another dialable exchange or 8xx Service telephone number.

#### A. Limitations

- 1. RCF is offered subject to the availability of suitable facilities.
- 2. Transmission characteristics of a forwarded call may vary depending on the distance and routing necessary to complete the call. Therefore, normal transmission is not guaranteed on these calls.
- 3. RCF is not represented as suitable for satisfactory transmission of data.

## B. Restrictions

- 1. One listing in the alphabetical section of the directory where the RCF telephone number is located is provided without charge.
- 2. RCF is not offered where the terminating station is a coin telephone.
- 3. The Company will not provide the identification of the originating telephone number to the RCF customer.

#### 6. Optional Services and Features (Cont'd)

## 6.1 <u>Custom Local Area Signaling Services (CLASS) (Cont'd)</u>

## C. CLASS Feature Descriptions (Cont'd)

# 11. **Remote Call Forwarding** (Cont'd)

- B. Restrictions (Cont'd)
- 4. Each RCF feature allows the forwarding of one call at a time. An additional feature (path) is necessary for each additional call to be forwarded simultaneously.
- 5. RCF will only be provided when, in the judgment of the Company, the customer subscribes to sufficient RCF features and facilities at the terminating location to adequately handle calls without interfering with or impairing any other service offered by the Company.

#### C. Application of Rates and Charges

The RCF rate is applicable in addition to the associated access line and usage charges, as specified in Section 4.

The calling party is responsible for payment of the applicable charges for the portion of the call between the calling party and the telephone number arranged for Remote Call Forwarding.

The Remote Call Forwarding customer is responsible for payment of the applicable charges for the portion of the call between the telephone number arranged for RCF Service and the number to which the call is forwarded.

All calls are forwarded at the direct dialed sent paid rate. All calls answered at the terminating station are billed at the sent paid rate including person-to-person and collect calls even though such calls might not be accepted at the answering location.

The RCF customer is responsible for the payment of applicable intrastate or interstate customer dialed station-to-station toll message charges or Minute of Use charges for each call. The above toll or Minute of Use charge applies to all calls answered at the point to which the calls are being forwarded.

#### 6. Optional Services and Features (Cont'd)

## 6.1 <u>Custom Local Area Signaling Services (CLASS) (Cont'd)</u>

#### C. CLASS Feature Descriptions (Cont'd)

## 12. <u>Selective Call Acceptance</u>

This feature allows a customer to screen incoming calls against a list of ten customer-specified directory numbers and then accepts any calls from those numbers. Calls from other directory numbers are denied access to the subscriber's line and will be automatically completed to a prerecorded announcement circuit which will indicate that calls are not being taken at this time.

#### 13. **Selective Call Forwarding**

This feature allows the customer to transfer selected incoming calls to another telephone number. A screening list containing up to ten numbers is created by the customer and placed in the network memory via an interactive dialing sequence. Subsequently, incoming calls are forwarded only if the calling number can be obtained and is found to match a number on the customer's screening list.

#### 14. Selective Call Rejection

This feature allows the customer to have the switch automatically reject calls from directory numbers on the customer's predesignated screening list. A screening list of up to ten directory numbers is created by the subscriber. When a call is placed to the customer's number from a number on the screening list, the caller receives an announcement indicating that the party attempting to be called does not wish to receive calls at this time.

#### 15. **vFax**

vFax stands for virtual fax which gives the subscriber the ability to receive incoming faxes directly to one or multiple email addresses of your choice. The sender will send the fax to a ten digit number just like a traditional fax, however instead of receiving it in paper form on your fax machine it will be delivered to your email inbox. Traditional fax lines can be converted into vFax lines via the portal for our cable partners.

## 6. Optional Services and Features (Cont'd)

#### 6.1 <u>Custom Local Area Signaling Services (CLASS) (Cont'd)</u>

## C. CLASS Feature Descriptions (Cont'd)

## 16. **Calling Packages**

#### Advantage Plus w/ Voice Mail (Custom Call Pak III)

Required on all network access lines. Includes Call Forwarding, Call Forward Busy, Call Forward No Answer, Call Forward Internet Down , Call Waiting, Call Waiting Caller ID, Caller I.D. Blocking on a per call basis, Caller Name & Number Delivery , Cancel Call Waiting, Customer Originated Trace, Three Way Calling, , Speed Calling –8, Automatic Recall, , and Voice Mail – Enhanced Voice Messaging.

## D. Rates and Charges

Rates and charges for CLASS features are listed in Section 20.3(A) and 20.3(B) of this Rates, Terms & Conditions Document. These rates are in addition to the associated access line and usage charges, as specified in Section 3, Section 4, and Section 5.

## 6. Optional Services and Features (Cont'd)

## 6.2 <u>Custom Calling Services</u>

#### A. Conditions

The grade of transmission on three way calling and call forwarding may vary depending on the distance and routing necessary to complete the call. End to end transmission is not guaranteed.

## B. Application of Customer Activity Charges

Installation Charges as outlined in Section 20.2 of this Rates, Terms & Conditions Document will apply to the establishment of Custom Calling Service features.

#### 6. Optional Services and Features (Cont'd)

#### 6.2 <u>Custom Calling Services</u>

## C. Feature Descriptions

#### 1) Call Forwarding

The call forwarding feature allows a single party subscriber to have all incoming calls forwarded to another, preselected line.

## 2) Call Forwarding, Remote Access

The call forwarding, remote access feature supports call forwarding activation and deactivation from a location other than the subscriber's home station.

#### 3) Call Forward Busy

The call forward, busy remote access allows a subscriber to forward calls that encounter either a busy or no answer to another line after a specified number of rings has occurred. Remote access same as above.

## 4) Call Forward No Answer

The call forward, no answer remote access allows a subscriber to forward calls that encounter either a busy or no answer to another line after a specified number of rings has occurred. Remote access same as above.

#### 5) Call Forward Internet Down

This feature forwards incoming calls to voicemail when the service is down.

#### 6) Call Transfer Disconnect

This feature allows the subscriber to transfer an incoming call from the phone to or to any phone of their choosing.

## 6. Optional Services and Features (Cont'd)

## 6.2 <u>Custom Calling Services (Cont'd)</u>

## C. Feature Descriptions (Cont'd)

## 7) Call Waiting and Cancel Call Waiting

The Call Waiting feature informs a subscriber engaged in a normal talking connection that a third party is calling. Cancel Call Waiting enables a subscriber to cancel call waiting before making a call for the duration of the call.

## 8) Line Hunting

This feature allows calls to sequentially seek predetermined lines based on whether the incoming call encounters either a busy signal or its not answered after a specified number of rings has occurred.

## 9) Speed Calling - 8

The speed calling - 8 feature allows a subscriber to call any one of eight preselected telephone numbers from memory by dialing a single digit code rather than the entire telephone number.

#### 10) Speed Calling - 30

The speed calling - 30 feature allows a subscriber to call any one of thirty preselected telephone numbers from memory by dialing a two digit code rather than the entire telephone number.

#### 6. Optional Services and Features (Cont'd)

## 6.2 <u>Custom Calling Services (Cont'd)</u>

# C. Feature Descriptions (Cont'd)

## 11) Teen Line - Distinctive Ring

The teen line - distinctive ring feature applies different ringing patterns to allow a subscriber to assign two directory numbers to the same phone line. Each directory number has a distinctive ring.

#### 12) Three Way Calling

The three way calling feature allows a single party subscriber to add another call to an existing two way connection.

If a subscriber utilizes toll trunks for a three way call, that subscriber will be billed the appropriate toll charges for the portion of that three way call which he originated.

The grade of transmission on three way calls may vary depending on the distance and routing necessary to complete the call. Therefore, the normal grade end-to-end transmission is not guaranteed on such calls.

#### 13) Toll Restriction

The toll restriction feature allows the subscriber to block all toll calls originating from the line connection.

## D. Rates and Charges

Rates and charges for Custom Calling Features are shown in Section 20.3(B) of this Rates, Terms & Conditions Document. These rates are in addition to the associated access line and usage charges, as specified in Section 3, Section 4, and Section 5.

## 6. Optional Services and Features (Cont'd)

## 6.3 <u>Directory Listings</u>

## A. Non-Published/Non-Listed Listings

Non-Published/Non-Listed service is the omission of a customer's listing from both the telephone directory and directory assistance records

The customer will hold the Company harmless from any damages which might arise and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the non-published/non-listed listing.

#### MISCELLANEOUS SERVICES

## 7. <u>Miscellaneous Services</u>

#### 7.1 Operator Assisted Local Calling Service

#### A. General

1. The provisions shown herein apply when connections (local calls) between stations belonging to the same flat rate calling area are established with the assistance of a Company operator.

#### B. Conditions

- 1. All local calls, including local coin calls, which are not direct dialed by the customer are subject to the charge, unless otherwise exempted by Paragraph 2 following.
- 2. Charges do not apply to the following local calls:
  - a. Calls which require operator assistance to reach local emergency service agencies such as police, sheriff, fire department, poison control, etc., or calls from the accounts of customers who have been certified by a registered physician or recognized agency as unable to direct dial a local call because of a visual or physical handicap.
  - b. Calls that require operator assistance to reach the Company business office or repair service.
  - c. Calls that require operator assistance due to equipment malfunctions which prevent completion of direct dialed calls.

#### C. Rates and Charges

Rates and charges are listed in Section 20.4(A) of this Rates, Terms & Conditions Document

## MISCELLANEOUS SERVICES

## 7. <u>Miscellaneous Services (Cont'd)</u>

#### 7.2 Local Directory Assistance Call Service

#### A. General

- 1. Telephone calls by customers for telephone number listings will be answered and numbers given if listed in the Company's directory assistance records.
- 2. A maximum of two (2) requested telephone numbers will be provided for each Directory Assistance call.
- 3. The rates as described in Section B following apply for all calls to Local Directory Assistance.
- 4. The Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished; and the customer shall indemnify and save the Company harmless against all claims (including costs and reasonable attorney's fees) that may arise from the use of such information.

## B. Rates and Charges

- 1. The charge for each direct dialed call to Directory Assistance (411 or 555-1212) is listed in Section 20.4(B).
- 2. Where a customer requests operator assistance to place a call to Directory Assistance, the operator assistance charge is applicable in addition to the per call charge.
- 3. Calls to Directory Assistance from Payphone Service, Hotels or Hospitals or lines of customers who have been certified by a registered physician or recognized agency as unable to use a directory because of a physical handicap, are not subject to charge.



#### 9. Service Restrictions

## 9.1 <u>900 Service Access Restrictions</u>

#### A. General

- 1. 900 Service Access Restriction is a central office function automatically set for all customers. This allows for access restrictions to be placed on the customer's local exchange telephone service line so that calls to telephone numbers preceded by the 900 NPA will not be completed. When a 900 NPA telephone number is dialed, the call will be diverted to a Company-provided intercept announcement.
- 2. This restriction service prohibits the dialing of calls to 1+900-XXX-XXXX. Calls that are placed using any alternative dialing pattern cannot be restricted.
- 3. The 900 Service Access Restriction will be lifted upon a customer's written request.

#### B. Rates and Charges

- 1. The blocking is provided free of charge. A nonrecurring charge applies for each request for unblocking.
- 2. Rates and charges are listed in Section 20.5(A) of this Rates, Terms & Conditions Document.

#### 9.2 976 Service Access Restriction

#### A. General

1. 976 Service Access Restriction is a central office function automatically set for all customers so that calls to telephone numbers preceded by the 976 NXX will not be completed. When a 976 NXX telephone number is dialed, the call will be diverted to a Company-provided intercept announcement.

#### 9. <u>Service Restrictions</u> (Cont'd)

## 9.2 <u>976 Service Access Restriction</u> (Cont'd)

## A. General (Cont'd)

- 2. This restriction service prohibits the dialing of calls to 1+NPA-976-XXXX. Calls that are placed using any alternative dialing pattern cannot be restricted.
- 3. The 900 Service Access Restriction will be lifted upon a customer's written request.

## B. Rates and Charges

- 1. The blocking is provided free of charge. A nonrecurring charge applies for each request for unblocking.
- 2. Rates and charges are listed in Section 20.5(B) of this Rates, Terms & Conditions Document.

#### 9.3 700 Service Access Restriction

#### A. General

- 1. 700 Service Access Restriction is a central office service furnished to customers, upon request, which allows for access restrictions to be placed on the customer's local exchange telephone service line so that calls to telephone numbers preceded by the 700 NPA will not be completed. When a 700 NPA telephone number is dialed, the call will be diverted to a Company-provided intercept announcement.
- 2. This restriction service enables the customer to prohibit the dialing of calls to 1+700-XXX-XXXX. Calls that are placed using any alternative dialing pattern cannot be restricted.

## 9. <u>Service Restrictions</u> (Cont'd)

#### 9.3 <u>700 Service Access Restriction</u> (Cont'd)

# B. Rates and Charges

- 1. The request for blocking is provided free of charge. A nonrecurring charge applies for each request for unblocking.
- 2. Rates and charges are listed in Section 20.5(C) of this Rates, Terms & Conditions Document.

#### 9.4 Toll Access Restriction

- A. Toll Access Restriction provides a means of restricting access to the Long Distance Message Telecommunications Network. Three options are available to the customer:
  - 1. Restriction of 1+ calls only.
  - 2. Restriction of 1+ calls and 0+ (operator-handled) calls, except 8XX IN-WATS.
  - 3. Restriction of 0+ (operator handled) calls only.
- B. Restriction of 0+ and 0- operator handled calls prevents the customer from dialing a telephone operator for any purpose including for emergency or telephone assistance purposes. The Company shall not be liable to the customer or any third party for any and all claims, losses or damages caused by the restriction to any toll service.
- C. Customers must apply in writing for the establishment of Toll Access Restriction.
- D. The appropriate non-recurring charges will apply to establish service.

#### E. Rates

- 1. The rate for this will be charged on a monthly basis.
- 2. Rates and charges are listed in Section 20.5(D) of this Rates, Terms & Conditions Document.

## 9. <u>Service Restrictions</u> (Cont'd)

# 9.5 <u>Billed Number Screening</u>

- A. Billed Number Screening allows the customer to identify to the Company that they will not accept any Third-Number Billed and/or Collect calls for billing to their telephone number. The Company places information regarding this screening restriction into a data base that is normally accessed prior to such calls being completed that will refuse to validate the completion of such a call to the indicated number.
- B. Billed Number Screening can be ordered to screen third-number billed calls, collect calls, or both.
- C. Customer Activity Charges as outlined in Section 5 will apply to establish this service.
- D. Rates and Charges

Rates and charges are listed in Section 20.5(E) of this Rates, Terms & Conditions Document.





# CONCURRENCE IN REGULATIONS AND CHARGES OF THE ILLINOIS TELECOMMUNICATIONS ACCESS CORPORATION (ITAC)

#### 12 ITAC Regulations and Charges

#### 12.1 Concurrence

- A. The Company concurs in the rates, rules and regulations governing:
  (1) intrastate telecommunications provisions for the hearing and voice impaired as filed by the Illinois Telecommunications Access Corporation in its ILL. C.C. No. 3 tariff;
  - (2) intrastate telecommunications provisions for the deaf and severely hearing-impaired for dual party relay service as filed by the Illinois Telecommunications Access Corporation in its ILL. C.C. NO. 4 tariff.
- B. The Company extends this concurrence to any and all changes that may be made subsequent to this date by the Illinois Telecommunications Access Corporation in its ILL. C.C. No. 3 and ILL. C.C. NO. 4 tariffs.
- C. The Company hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.

#### 12.2 ITAC Supplemental Charge

Pursuant to the Order dated April 17, 2019, of the Illinois Commerce Commission in Docket No. 19-0207, Madison Network Systems, Inc. will impose a supplemental charge of 2 cents per month per line for all Illinois telephone and VoIP residential subscriber lines other than Centrex-type and PBX lines, a charge of .4 cents for each Centrex-type line and VoIP business subscription, and a charge of 10 cents per PBX trunk. Charges for services provisioned by T-1 lines and other advanced services shall mirror Madison Network System Inc.'s application of 9-1-1 charges. These charges shall be effective with bills rendered on or after July 1, 2019, or at the beginning of the first cycle after July 1, 2019.

## **SUPPLEMENTAL CHARGES**

# 13. <u>Supplemental Charges</u>

# 13.1 Supplemental Regulatory Charge to Certain Intrastate Rates

The Company will charge its customers, in addition to all other applicable rates and charges, a supplemental regulatory charge per access line as listed in Section 20.6 of this Rates, Terms & Conditions Document. This charge applies to each local access line.



#### TELEPHONE ASSISTANCE PROGRAMS

## 15. <u>Telephone Assistance Programs</u>

- 15.1 Reserved for Future Use
- 15.2 <u>Universal Telephone Service Assistance Program (UTSAP)</u>
  - A. A one-time credit of up to \$35.00 will be applied to the telephone installation charge for each eligible new subscriber, as defined in A.1 below.
    - 1. To qualify for the program, the applicant must participate in any of the following assistance programs, as required, to establish eligibility. The Illinois Department of Human Services will certify the applicant's participation in assistance programs (a) and (b) below for purposes of determining eligibility:
      - a. Medicaid
      - b. Supplemental Nutrition Assistance Program (SNAP) formerly Food Stamps
      - c. Supplemental Security Income (SSI)
      - d. Federal Housing Assistance
      - e. Low Income Home Energy Assistance (LIHEAP)
      - f. National School Lunch Program's free lunch program
      - g. Temporary Assistance to Needy Families (TANF)
    - 2. The Telephone Company's verification form signed by the applicant or verification with the Department of Human Services shall constitute proof of income eligibility.
    - 3. Assistance shall be granted to one access line per low income household.
  - B. The UTSAP Program is funded through voluntary contributions from Illinois customers as described in 15.2.1 following.

#### TELEPHONE ASSISTANCE PROGRAMS

- 15. <u>Telephone Assistance Programs</u> (Cont'd)
  - 15.2.1 Universal Telephone Assistance Program (UTSAP) Voluntary Funding
    - A. Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the company on the customer's monthly bill. The voluntary contribution shall not reduce the customer's total monthly bill amount due the Company for telephone services or other charges.
      - 1. Residential customers may elect to contribute \$.50, \$1.00, \$2.00 or \$5.00 per month.
      - 2. Business customers may elect to contribute \$1.00, \$5.00, \$10.00 or \$25.00 per month.
    - B. Customers may elect to discontinue or change the amount of monthly contribution on their bill at any time upon providing at least 30 days notice to the Company.
    - C. Failure by the customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.









# 20. Rates and Charges

## 20.1 Local Exchange Service

		Monthly Service <u>Amount</u>	Section References
A.	Local Exchange Service - Business		
	Per individual line	\$24.20	4.1
B.	Local Exchange Service - Residence		
	Per individual line	\$20.39	4.1
C.	Basic Business Bundle Discount*	15%	4.3

<sup>\*</sup> The Madison Business Bundle Discount is available to business customers. Discount applies to the Basic Local Exchange Service Access line.

## 20.2 <u>Customer Activity Charges</u>

		Monthly Service <u>Amount</u>	Non- Recurring <u>Amount</u>	Section References
A.	Service Initiation Charge (Business and Residence)	NA	\$49.95	5.2(A)
B.	Service Administration Charge (Business and Residence)	NA	\$19.95	5.2(B)

# 20. Rates and Charges (Cont'd)

# 20.3 Optional Services and Features

# A. Custom Local Area Signaling Services (CLASS)

	Monthly Rates	Section References
Anonymous Caller Rejection	\$1.95	6.1(C)(1)
Automatic Recall (Per Line)	\$1.95	6.1(C)(2)
Call Hold (Per Line)	\$1.95	6.1(C)(3)
Calling Name Delivery (Per Line)	\$2.95	6.1(C)(4)
Calling Name/Number Delivery Blocking (Per Line)	\$1.95	6.1(C)(5)
Calling Number Delivery (Per Line)	\$3.95	6.1(C)(6)
Call Waiting - Caller Id Service	N/C	6.1(C)(7)
Customer Originated Trace (Per Occurance)	\$5.00	6.1(C)(8)
Distinctive Ringing/ Call Waiting (Per Line)	\$3.95	6.1(C)(9)
Find Me, Follow Me (Per Line)	\$5.95	6.1(C)(10)
Remote Call Forwarding Service (Per telephone number arranged for RCF)	\$3.95	6.1(C)(11)
Selective Call Acceptance (Per Line)	\$3.95	6.1(C)(12)
Selective Call Forwarding (Per Line)	\$3.95	6.1(C)(13)
Selective Call Rejection (Per Line)	\$3.95	6.1(C)(14)
vFax	\$3.95	6.1(C)(15)

# 20. Rates and Charges (Cont'd)

# 20.3 Optional Services and Features (Cont'd)

# B. <u>Custom Calling Features</u>

All rates are per line	Monthly Rates	Section References
Call Forwarding	\$1.95	6.2(C)(1)
Call Forwarding, Remote Access	\$3.95	6.2(C)(2)
Call Forward Busy	\$1.95	6.2(C)(3)
Call Forward No Answer	\$1.95	6.2(C)(4)
Call Forward Internet Down	\$1.95	6.2(C)(5)
Call Transfer Disconnect	\$1.95	6.2(C)(6)
Call Waiting and Cancel Call Waiting	\$1.95	6.2(C)(7)
Line Hunting	\$1.95	6.2(C)(8)
Speed Calling - 8	\$1.95	6.2(C)(9)
Speed Calling - 30	\$3.95	6.2(C)(10)
Teen Line - Distinctive Ring	\$3.95	6.2(C)(11)
Three-Way Calling	\$1.95	6.2(C)(12)
Toll Restriction	\$3.95	6.2(C)(13)

## 20. Rates and Charges (Cont'd)

## 20.3 Optional Services and Features (Cont'd)

Monthly Non-Service Recurring Section Amount Amount References

#### B. Custom Calling Features (Cont'd)

## All rates are per line

Advantage Plus with Voice Mail
(Custom Call Pak III) \$9.95
6.1(C)(14)
Includes Call Forwarding, Call Forward
Busy, Call Forward No Answer, Call
Forward Internet Down, Call Waiting,
Call Waiting Caller ID, Caller I.D.
Blocking on a per call basis, Caller
Name & Number Delivery, Cancel Call
Waiting, Customer Originated Trace,
Three Way Calling, , Speed Calling –8,
Automatic Recall, , and
Voice Mail – Enhanced Voice Messaging.

Note: Customer Activity Charges apply as discussed in Section 5.

## C. <u>Directory Listings</u>

Non-published/ Non-listed per telephone number \$2.45 NA 6.3(A)

Page 77

Madison Network Systems, Inc. Local Rates, Terms & Conditions Document Effective Date: May 1, 2016

#### 20. Rates and Charges (Cont'd)

## 20.4 <u>Miscellaneous Services</u>

		Monthly Service Amount	Per Item <u>Amount</u>	Section References
A.	Operator Assisted Local Calling Service Per local call completed	N/A	\$2.50	7.1
B.	Local Directory Assistance Call Service Per local call	N/A	\$2.50	7.2

## 20.5 Service Restrictions

		Monthly Service <u>Amount</u>	Non- Recurring <u>Charges</u>	Section Reference
A.	900 Service Access Restriction	N/A	\$5.00* **	9.1
B.	976 Service Access Restriction	N/A	\$5.00* **	9.2
C.	700 Service Access Restriction	N/A	\$5.00* **	9.3
D.	Toll Access Restriction (any option)	N/A	\$3.95* **	9.4
E.	Billed Number Screening	N/A	**	9.5

## 20.6 Supplemental Regulatory Charges

Supplemental Regulatory Charges to Certain			
Intrastate Rates, per access line	\$3.45	NA	13.1

<sup>\*</sup> First request for service is free of charge
\*\* Customer Activity Charges apply as discussed in Section 5.