CHECKSHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

<u>Sheet</u>	Revision	Sheet	Revision		
1	Original	34	Original		
2	Original	35	Original		
3	Original	36	Original		
4	Original	37	Original		
5	Original	38	Original		
6	Original	39	Original		
7	Original	40	Original		
8	Original	41	Original		
9	Original	42	Original		
10	Original	43	Original		
11	Original	44	Original		
12	Original	45	Original		
13	Original	46	Original		
14	Original	47	Original		
15	Original	48	Original		
16	Original	49	Original		
17	Original	50	Original		
18	Original	51	Original		
19	Original	52	Original		
20	Original	53	Original		
21	Original	54	Original		
22	Original	55	Original		
23	Original	56	Original		
24	Original	57	Original		
25	Original	58	Original		
26	Original	59	Original		
27	Original	60	Original		
28	Original	61	Original		
29	Original	62	Original		
30	Original	63	Original		
32	Original	64	Original		
33	Original	65	Original		

<u>SYMBOLS</u>					
The following symbols are used herein to identify schedule and text changes:					
(R) To signify a rate reduction					
(I) To signify a rate increase					
(C) To signify a changed regulation					
(S) To signify a change in text, but no change in rate or regulation					
(M) To signify relocation of text without change					
(N) To signify a new rate or regulation					
(D) To signify a discounted rate or regulation					
(Z) To signify a correction of text					

INTRODUCTION

This tariff ('Tariff') contains the regulations and rates applicable to the furnishing of local voice services by the City of Thomasville (hereinafter referred to as the "Company"). The Company may also offer its services under or otherwise require a Work Order (defined hereunder) or other agreement with additional terms consistent with those herein.

The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.

1. DEFINITIONS AND TERMS

1.1 Use of Terms

Capitalized terms defined in the Tariff have the meanings so defined. Other terms used in the Tariff, whether capitalized or not, have the meanings either ascribed to them in (i) first, the Telecommunications and Competition Development Act of 1995, O.C.G.A. §§ 46-5-160 through 46-5-174 and (ii) second, Chapter 515-12 (Telephone Service) of the Commission's rules, or (iii) (if not defined in (i) or (ii) foregoing) their customary meanings as used in the telecommunications or information industry. Unless the context indicates otherwise, section and exhibit references, as well as the terms "hereunder", "herein", "hereto" or similar references, refer to this Tariff. Headings used in this Tariff are for reference purposes only, and are not to be deemed a part of this Tariff. Pronouns used in the Tariff are to be construed as masculine, feminine, or neuter, and both singular and plural, as the context may require, and the term "person" includes an individual, corporation, limited liability company, association, partnership, limited partnership, limited liability partnership, trust, and other organization. The word "include" and derivations thereof are not to be construed as terms of limitation.

1. <u>DEFINITIONS AND TERMS</u> (Cont'd)

1.2 Definitions and Terms.

Authorized User

The person designated by the account holder that is authorized to make changes to a customer account including changes to toll carriers.

Carrier

"Carrier" means a Local Exchange Carrier or other communications carrier authorized by the Commission or the FCC to provide communications service to the public.

Commercial Service

Commercial Service means service provided under this tariff where the use of the service is primarily or substantially of a business, professional, institutional or otherwise occupational nature, or where the listing required is such as to indicate business use.

Commission

"Commission" means the Georgia Public Service Commission.

Company

"Company" means the City of Thomasville.

CPE

CPE means Customer Premises Equipment.

1. <u>DEFINITIONS AND TERMS</u> (Cont'd)

1.2 Definitions and Terms. (Cont'd)

Customer

"Customer" means the person, firm, corporation or other entity that orders, cancels, amends or uses service and is responsible for the payment of charges and for compliance with the Company's tariff.

FCC

"FCC" means the Federal Communications Commission.

ICB

"ICB" means Individual Case Basis.

Interruption

"Interruption" means the disruption of Service such that the Service becomes unusable by User.

Local Exchange Carrier ("LEC")

"Local Exchange Carrier" or "LEC" means any telecommunications company engaged in the provision of local exchange service or exchange access service.

Other Provider(s)

"Other Provider(s)" means any Carrier(s) or other service provider(s) whose services, capacity or facilities are or may be connected to, or used by, the Company in providing the Services.

1. <u>DEFINITIONS AND TERMS</u> (Cont'd)

1.2 Definitions and Terms. (Cont'd)

Service(s)

"Service(s)" means the Company's voice communication service(s) provided under this Tariff.

Service Date

"Service Date" means the date on which the Company notifies the Customer that the requested Service is available for use.

Termination (or to Terminate)

"Termination" (or to "Terminate") means the discontinuance of (to discontinue) Services, either at Customer's request or by the Company.

<u>User</u>

"User" means a person who is authorized by the Customer to use Service under this Tariff.

Work Order

"Work Order" means, as applicable, (i) a contract between the Company and Customer; or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

2. RULES AND REGULATIONS

This Tariff addresses the provision of local voice services by the Company. The Services described in Section 3 of this Tariff may be provided to Customers by the Company through the use of its own facilities or through interconnection, lease of facilities or capacity, resale of services, or other agreements with Other Providers.

2.1 <u>Undertaking of the Company</u>

- 2.1.1 Scope of Service. The Company's Services herein are offered solely within the Company's service area and where facilities used by the Company for digital transmission are available. The Company reserves the right to limit or to allocate the use of such facilities as its business needs may require, thereby limiting the locations where Services may be available.
- 2.1.2 Obligation to Provide Service. The Company shall exercise reasonable efforts to provide Services to Users pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for User's use on either the installation date set forth in a Work Order (or, if no date is specified) as soon as practicable after execution of a Work Order, subject to Customer's compliance with Regulations. In addition to the Work Order, Customer shall also execute such other documents as the Company may reasonably require.
- 2.1.3 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, and maintenance of facilities and capacity required to meet the Work Order; (ii) authority of Company to conduct business or construct facilities in the appropriate location to meet the Work Order; (iii) the provision of services, capacity, facilities, or other necessary arrangements to the Company by Other Providers; (iv) interconnection to Other Providers' services or facilities as required; and (v) Customer's full compliance with any and all requirements set forth in this Tariff, any Company application (made pursuant to Section 2.2.1 below), Work Order, or other binding instrument as well as any applicable deposits, advance payments and Company approval of the Customer's credit, all to the extent consistent with Regulations. When Services are provided by the Company using, in part, the facilities, services or capacity furnished by third parties, this Tariff applies only to the Services furnished by the Company. The Company reserves the right to limit or to allocate the use of such facilities as its business needs may require, thereby limiting the locations where Services may be available.

- 2.1 <u>Undertaking of Company (Cont'd)</u>
 - 2.1.4 Right to Discontinue or Block Services. The Company reserves the right to block Services to any User location without any liability whatsoever, for the following reasons: (a) to prevent or stop fraudulent or unlawful use of the Services at or by means of said location; (b) for non-payment of an invoice or deposit not paid within 29 days from the invoice date subject to five days prior written notice of the proposed disconnection; (c) any use that adversely affects the Company's network or others' use of the network; or (d) use of Services in excess of the Customer's credit limit (if any).
 - 2.1.5 <u>Service Objective:</u> In accordance with Commission rules, the minimum call completion rate for locally dialed calls shall average 97 percent or greater.

2.2 Responsibility and Use

- 2.2.1 To obtain Service Customer is required to comply in full with any application process reasonably established by the Company to the extent consistent with Regulations. This may include, but is not limited to, the execution of a Work Order or other Customer agreement, payment of a deposit in some or all circumstances, and submitting to a credit check or other verification of ability to pay for Services. Refusal to comply with or complete any of these or a credit check result which is unsatisfactory in the sole discretion of the Company may result in denial of Service. The Company may refuse Service to a potential Customer who has an outstanding past-due debt on any other prior or existing account with the Company for any of its services.
- 2.2.2 Customer or User may use the Services for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms, conditions, and limitations set forth herein and in any applicable Work Order. Customer is solely responsible for the prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited. The Customer agrees not to resell or redistribute (nor permit any Users to resell or distribute), the Service or any portion thereof, which resale or redistribution is strictly prohibited. The Services may not be commercially exploited through use of the communication channel for accessing a computer server, chat lines, dial-up information service, information access or for any other use that places a burden on the Company's network, affects the quality of any service provided by the Company to other customers, or for any other use that adversely affects the Service, all as determined in the sole discretion of the Company. Company reserves the right to request information and may limit, deny, suspend or disconnect Service in accordance with Section 2.7 hereof, if Company reasonably believes Customer or any User is using the Service for such unauthorized, unlawful, fraudulent or commercial exploitation purposes. Failure to provide such information or to permit inspection of such uses may be grounds, in addition to all other remedies available to the Company, for Termination. Customer is solely responsible for the payment of charges incurred in connection with and fully liable for any misuse by any person of Customer's account with the Company.

- 2.2 Responsibility and Use (Cont'd)
 - 2.2.3 In using Services, Customer must comply with all applicable federal, state, local and international laws, regulations and other governmental requirements. Customer and any User may not use Service to directly or indirectly violate any such law, regulation or requirement, or violate the legal rights of another person, including but not limited to, laws concerning misappropriation of the funds or property of any person; violation of any person's privacy rights; threatening, harassing, or intimidating any person or creating any nuisance; libel; slander; infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property; the transmission of any indecent, obscene, or otherwise unlawful content.
 - 2.2.4 The Customer may only use the Services at the service address provided to the Company. Customer may not move the access device to another location or otherwise use or attempt to use Service under this Tariff from any other location except as expressly provided by the Company.

2.3 Transmission

The Services are suitable for the transmission of voice, other addressing scheme, or other communications only to the limited extent set forth herein.

2.3.1 <u>Limitations on Service</u>

The Company will provide Services to those locations where the Company has suitable facilities, subject to the Extension Policy in Section 2.6.1 (and to other applicable conditions set forth) in this Tariff. Certain Voice Services are provided using Internet Protocol and require a suitable Embedded Multimedia Terminal Adaptor (eMTA) that will be provided by the Company. The Company does not warrant IP Voice Services will work with Customer-provided equipment. Further, the Company does not guarantee or support the use of or compatibility of IP Voice Service in conjunction with the use of any home security systems. Although battery backup in provided in the eMTA, IP Voice Service is not provided over a powered network, and IP Voice Service may therefore not be available in the event that electric power to Customer's location is interrupted or unavailable. The Company is not liable for damages or losses caused by a Customer's inability to use the Company's Service, including 911 Service, during an interruption of electric power to Customer's location or any portion of Company's network or the network of any Other Provider necessary to complete Customer's calls.

2.4 Equipment

- 2.4.1 The Company's Services may be used with certain types of customer premises equipment ("CPE"), which will be provided by the Company. Customer-provided CPE (including telephones, facsimile machines, and other terminal attachments) is solely the responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing Customer-provided CPE, as well as responsibility for any damages caused to the Company's equipment or facilities.
- 2.4.2 At the Company's sole discretion, the Customer will be responsible for payment of charges at the Company's standard, hourly rates in effect from time to time for visits by any Company personnel, contractors, agents or personnel of Company affiliates to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment that are not provided by the Company.
- 2.4.3 The Customer may not, nor may the Customer permit any Users or other third parties to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by (or with the Services provided by) the Company, except upon written consent of the Company. The Customer shall be fully liable for any and all expenses, damages, injury, or loss (including loss of Service) caused by violation of this provision.
- 2.4.4 Title to any and all equipment or facilities provided by the Company under this Tariff will remain with the Company or, as the case may be, with any suppliers used by the Company in the provision thereof.
- 2.4.5 Proper installation of Services may require the Company to access, modify, or disconnect the network interface device ("NID") on the outside of Customer's building. Upon termination of the Service, Customer may incur charges from another Provider to reconnect or modify the NID. Company is not liable for any such charges incurred as a result of the Company's access, modification, disconnection, or any subsequent reconnection or modification of the NID.

2.5 Customer Premises

Customer shall provide, without cost to the Company, any necessary access, space, conduit, and electric power required to deliver the Services at the Users' premises. The Customer shall arrange for the Company, or Other Providers as required, to have access to Users' premises at all reasonable times for purposes of Service installation, Termination, maintenance, inspection and repair. Customer shall be solely responsible for the safety of, for maintaining suitable environmental conditions for, and for any damage to or loss of, all Company equipment and facilities located on the premises of User, unless such damage is caused by the gross negligence or willful misconduct of the Company, its employees, subcontractors or agents. Customer shall keep said equipment and facilities free and clear of all liens and encumbrances whatsoever. Upon Termination, Customer shall return to the Company all of its equipment.

2.6 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actual incurred labor, material or other costs for such non-routine installation or maintenance.

2.6.1 <u>Customer Charges for ICB Services</u>

If a potential Customer requests Service in a location where it is unavailable, or under other customized arrangements different from those set forth therein, Company, at its option and discretion, may provide such Service to the Customer on an individual case basis ("ICB") at negotiated rates and charges that will recover, among other expenses, the capital cost of constructing extensions to existing facilities. The Company may require Customer to pay such ICB charges in advance. ICB charges for new facilities' construction are not in lieu of, and Customer remains responsible for, all customary installation charges as provided in Section 4.

2.7 <u>Interruption</u>

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including the provisions of this Tariff); (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities; (iii) to prevent fraudulent use of or access to the Services; or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder. If a Customer's Service must be interrupted due to maintenance, the Company will notify the affected Customer, in advance, if possible.

2.8 Service Commencement, Acceptance, Cancellation and Minimum Service Period

- 2.8.1 Billing for Services will commence as of the Service Date. The Company shall notify the Customer when Services ordered from a Work Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) set forth in the Work Order or in this Tariff.
- 2.8.2 Except as otherwise set forth herein, Customers who cancel a Work Order prior to Service installation (including cancellation of special construction or Services provided on an individual case basis) will pay the Company's reasonably incurred, actual expenses associated with such cancellation. If a Work Order is cancelled less than one (1) business day prior to scheduled initiation of Service, Customer may experience loss of dial tone for which Company is not responsible.

2.9 Billing and Payments

- 2.9.1 Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges for any and all use of or access to Services provided to Users, including any unauthorized, unlawful or fraudulent use or access.
- 2.9.2 Except as otherwise provided in this Tariff or by Regulation, all amounts stated on each monthly invoice are due and payable within 29 days from the billing date.
- 2.9.3 Except as otherwise provided in this Tariff, usage charges will be billed monthly in arrears. Customers will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific thirty (30) day billing cycle which for the purposes of computing charges shall be considered a month. The rates charged to the customer will be the rates in effect on the first day of the Customer's billing cycle. The Customer is responsible for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number
- 2.9.4 The Company, at its sole option, may Terminate Services without any liability whatsoever in the event Customer fails to pay any invoice within thirty (30) calendar days after the billing date stated thereon, subject to seven (7) days prior written notice with respect to an unpaid bill and fifteen (15) days with respect to an unpaid deposit, and to any other applicable Commission Regulations. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including reasonable attorney's fees and charges for travel.
- 2.9.5 Any objections to billed charges must be promptly reported to the Company or its billing agent in writing with supporting documentation within 120 days of receipt of billing or such objections will be deemed waived. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate

2.10 <u>Late Payment Charge</u>

A late payment charge of 1.5% can only be applied to a customer's bill when the previous month's bill has not been paid in full by the billing date and the balance is greater than \$20.00.

2.11 Deposits

- 2.11.1 To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Georgia Public Service Commission Rule 515-12-1.05(4). A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. Payment of a deposit does not relieve the Customer of the responsibility to make timely payment on the account.
- 2.11.2 No written notice is required to be given of a deposit required as a prerequisite for commencing initial Service, but the Company will comply with GPSC rule 515-12-1-.05. Written notice shall be mailed advising the Customer of any new or additional deposit requirement. The Customer shall have no less than fifteen (15) days from the date of mailing to comply. A Customer who fails to comply with the deposit requirements may be disconnected under the provisions of the written notice as stated in this Tariff. The Company has the discretion to allow payment of any deposit over a longer period of time to avoid undue hardship.

- 2.11.3 Upon discontinuance of Service, the Company shall refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for Service furnished by the Company.
- 2.11.4 Deposits will accrue interest annually at the rate of seven percent (7%) or such other rate established by the Commission. Interest shall be paid for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the Customer's account, or to the date the Customer's bill becomes permanently delinquent.
- 2.11.5 The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve (12) consecutive months without having had service discontinued for non-payment or had more than one (1) occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

2.12 Returned Item Charge

A charge of \$25 will be assessed for any check or other of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution.

2.13 Reconnection and Reconnection Fee

After the Company has Terminated the Services to a User for any reason allowed by this Tariff, the Company shall restore any Terminated Service upon Customer's request and in accordance with Commission Regulation, including but not limited to the right of the Company to charge the Customer a reconnection fee of Fifteen Dollars (\$15.00), any applicable charges for a Service trip, or the applicable statutory charge for reconnection of Service (if any), whichever is greater.

2.14 <u>Taxes</u>

The Customer is responsible for payment of any and all federal, state and local taxes or regulatory surcharges applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, and all other applicable fees and taxes. All such taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff except as indicated in Section 4.

- 2.15 <u>Disconnection and Suspension</u>
 - Notice. The notice of a pending disconnection shall be a written notice setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. The final date shall be not less than five (5) days after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. mail with postage prepaid or, if delivery is by other than U.S. mail, when delivered to the last-known address of the person responsible for payment for the service. In addition to the written notice of disconnection, the Company will make a good faith effort to make personal contact at least two (2) days before the proposed disconnection.
 - 2.15.2 <u>Reasons for Refusal, Suspension or Disconnection of Service</u>. Service may be refused, suspended or disconnected as follows:
 - 2.15.2.A <u>Without notice</u> in the event of a condition on the User's premises determined by the Company to be hazardous;
 - 2.15.2.B <u>Without notice</u> in the event of the Customer's use in such a manner as to adversely affect the Company's equipment or the Company's service to others;

2.15 <u>Disconnection and Suspension</u> (Cont'd)

- 2.15.2.C <u>Without notice</u> in the event of tampering with equipment furnished and owned by the Company, of any unlawful, unauthorized or fraudulent use of or access to the Services, including violation of the provisions of this Tariff, a Work Order, or of any other Regulations by the Customer, by any User, or by any other person;
- 2.15.2.D <u>Without notice</u> in the event of unauthorized use;
- 2.15.2.E For violation of, or non-compliance with any applicable Regulations;
- 2.15.2.F For failure of the Customer to permit the Company to have reasonable access at any time to its equipment and facilities located at any User premises;

- 2.15.2 Reasons for Refusal, Suspension or Disconnection of Service (Cont'd)
 - 2.15.2.G For non-payment of invoice, deposit or advance payment, subject to the Commission's Regulations:
 - (1) Where Company has provided the Customer with five (5) days prior written notice with respect to an invoice not paid within 24 days after the invoice date for a total of 29 days from the invoice date (except that disconnection may take place prior to the expiration of the five (5) day unpaid bill notice period if the Company determines from verifiable data that usage during the notice period is so abnormally high that a risk of irreparable revenue loss is created);
 - (2) In the event of a dispute concerning the bill, the Company may require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, using the complaint procedures in this Tariff, shall continue, and for not fewer than forty-five (45) days after the rendering of the disputed bill, the Service will not be disconnected for non-payment of the disputed amount. The forty-five (45) days may be extended by up to sixty (60) days if requested of the Company by the Commission in the event the Customer files a written complaint with the Commission.

- 2.15.3 <u>Medical Emergency</u> Notwithstanding any other provision of this Tariff, the Company will postpone (for a period set forth in the Commission's Regulations) the disconnection of Service to a residential User with a serious illness if the Customer produces a written statement from a physician, county board of health, hospital or clinic identifying the illness and its expected duration, and certifying that the User's illness would be aggravated by such disconnection.
- 2.15.4 <u>Termination By Customer</u>. Except as otherwise stated in an agreement between the Company and the Customer, or as otherwise provided in this Tariff, the Customer may Terminate Service upon thirty (30) days prior written notice to the Company.

2.16 Credits

- 2.16.1 Credits to the Customer's recurring charges ("Credits"), if any, for Interruptions (other than Scheduled Interruption) of twenty-four (24) consecutive hours or longer (other than those caused by Other Providers for which a credit allowance is due to the Company) will be applied to Customer's account, provided the Interruptions are not due to (i) the action (or inaction) of any person other than the Company, its employees, subcontractors, or agents; (ii) a malfunction of equipment or CPE supplied by any person other than the Company; (iii) the occurrence of Force Majeure events as set forth in Section 2.24 hereunder; or (iv) the inability of the Company to gain access to the User's premises. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours beyond twentyfour the Interruption bears to 730 hours. (For the purpose of this computation, each month is deemed to have 730 hours). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is be rounded to the nearest hour.
- 2.16.2 Except as otherwise provided herein, Credits are the Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions to the extent said credits are available under this Section 2.16; for any other Performance Failures or in the event Credits are unavailable (due to the fact, for example, that the Customer does not incur any fixed monthly charges), Customer's sole and exclusive remedy in lieu of said Credits will be an immediate right to Terminate Services.

2.17 <u>Complaint Procedures</u>

A Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The Customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. If the Customer is still not satisfied, Customer should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Customer Care City of Thomasville P O Box 1397 111 Victoria Place Thomasville, GA 31792

If the Customer is not satisfied with the investigation and final resolution by the Company, the Customer should contact the Commission for further review at the following address and phone number:

Georgia Public Service Commission 244 Washington Street, SW Atlanta, Georgia 30334 1-800-282-5813

2.18 <u>Liabilities of the Company</u>

2.18.1 The Company's obligation to furnish Services is dependent upon its ability to secure and retain without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities, pole lines, circuits, and equipment. Products and services will be available in accordance with this tariff, where technically feasible.

The liability of the Company for direct damages or personal injury caused by its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, moving, changing, termination, maintenance, repair, errors, omissions, delays, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.16. Furthermore, notice is provided by this Tariff that IP Voice Service is not provided over an independently powered system; accordingly, Service Interruption due to loss of electrical power for any reason is not a Performance Failure under this subparagraph. The Company shall have no liability for loss of use or for any other damages caused by the absence for any reason of electrical power. In no event will Company be responsible for consequential damages or lost profits suffered by Customer.

- 2.18 <u>Liabilities of the Company</u> (Cont'd)
 - 2.18.2 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service which service or equipment is related to the Service supplied by the Company, but is not furnished by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
 - 2.18.3 The Company shall be indemnified and held harmless by the Customer against the following:
 - A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities;
 - B. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer;
 - C. All claims of any kind by Customer's end users; and
 - D. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer in connection with any service provided by the Company
 - 2.18.4 Objections to billed charges must be reported to the Company within 120 days of receipt of billing. Any claim not filed within this time period shall be deemed waived. Claims must include all supporting documentation and be brought or delivered in writing.

- 2.18 <u>Liabilities of the Company</u> (Cont'd)
 - 2.18.5 Customer's sole remedy for Company's failure to install Services is to cancel the Services without liability.
 - 2.18.6 For purposes of this Section 2.18 (Liabilities of the Company), references to the Company include the Company, together with its officers, directors, employees, agents and subcontractors.
 - 2.18.7 The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure, including disruption of electrical power which results in an inability to use the Service; (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services (and in the event the Customer uses 911 or E911 equipment not provided by the Company, the Customer shall require the equipment vendor to indemnify the Company for any claims against the company arising from the failure, malfunction, or misuse of the equipment); or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder

2.19 Indemnification

The Customer shall defend, indemnify, and hold the Company (together with its officers, directors, employees, agents and subcontractors) harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including reasonable attorney's fees, ("Claims") resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by (i) any act or omission on the part of the Customer, its agents, employees, subcontractors or assignees, in connection with the use of the Services; or (ii) any of the circumstances described in Section 2.20 below. The Company will exercise reasonable efforts to notify the Customer promptly of written Claims or demands for which the Customer is responsible hereunder. The Company and the Customer, shall cooperate with one another (at their own expense) in the course of such indemnification, and the Customer will have the right to control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such Claim or resulting judgment, provided that such settlement, compromise or other resolution of said Claim does not result in any liability whatsoever to the Company. The Company will have the right to assume its own defense and settlement of any Claim upon notice to Customer, whereupon Customer will be relieved of its indemnification obligations with respect to that Claim (but not with regard to any other Claim).

2.20 <u>Unlawful Use of Services</u>

The uses or activities in subparagraphs 2.20.1 - 2.20.6 below are considered unlawful uses of the Services, and the Company may, upon good faith belief that any such uses are occurring on Customer's account, or by Customer or any User, suspend Customer's account, suspend or disconnect any Services, in whole or in part, without incurring any liability to Customer or User. Customer's defense and indemnification obligations set forth in Section 2.19 foregoing also include Claims arising from or in connection with:

- 2.20 <u>Unlawful Use of Services</u> (Cont'd)
 - 2.20.1 libel, slander, harassment, or invasion of privacy resulting from the use of the Services by Customer, any User, or any other person;
 - 2.20.2 infringement of any patent, copyright, trademark, trade name or trade secret or intellectual property right of any third party arising from: (i) the transmission of any material transmitted (a) by any Customer or User or (b) by any other person using the Services provided to any Customer or User or to any Customer or User location; or (ii) from the combination of Customer's or any User's use of Services with CPE or with any third parties' facilities or services;
 - 2.20.3 the transmission of any indecent, obscene, or otherwise unlawful content by the Customer or by any User by means of the Services;
 - 2.20.4 use of the Services that interferes with, endangers or adversely affects the operations of, the Company's network or Service provided by the Company to any other person;
 - 2.20.5 any unauthorized, unlawful, or fraudulent use of, theft of, or access to the Services provided to Customer or any User; or
 - 2.20.6 any Claims arising from or in connection with any content transmitted or accessed by means of the Services.

2.21 Georgia Telecommunications Relay Service

Telecommunications Relay Service (TRS) allows Customers with speech and/or hearing disabilities to communicate by using their own voice, or a voice assisted device and the assistance of a specially trained Communications Assistance. Customers can access the service by dialing 7-1-1. There is no charge to the users of this service. The Public Service Commission requires all telecommunication companies operating in the State of Georgia to collect a surcharge from their Customers to fund this service. The Company will list the Telecommunications Relay Service surcharge on Customers' bills as a separate line item.

2.22 <u>Federal Subscriber Line Charge</u>

Line, trunk and PRI services offered pursuant to this tariff are subject to the Federal Subscriber Line Charge. The Federal Subscriber Line Charge is a monthly recurring charge. There are no exemptions associated with the product charge. Rates are subject to change. Further information regarding the Federal Subscriber Line Charge is available on the Federal Communication's website at www.fcc.gov. Federal Subscriber Line Charge rates are on file in the Office of the City Clerk.

2.23 Compliance

The Company and Customer shall (and Customer shall cause any and all Users to) comply with all applicable Regulations.

2.24 <u>Force Majeure</u>

The Company is excused from its obligations hereunder (and from any Performance Failure in connection therewith) to the extent caused, directly or indirectly, by events beyond its reasonable control, including any and all Acts of God, fire, floods, hurricanes, other catastrophes, insurrections, national emergencies, terrorism, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, loss of other utility service or power supply to the User's premises, disconnection or unavailability of any Other Provider's facilities, capacity or services, acts of third parties unrelated to the Company, acts of Company employees or agents but acting beyond their scope of their respective employment or agency, computer virus, hacking or other outside disruption, and any Regulation or other directive, action or request of any Governmental Authority.

2.25 <u>Cooperation</u>

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.26 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Georgia.

2.27 <u>Assignment</u>

Customer may not assign its rights or delegate its obligations under this Tariff (or under any Work Order) to any other person without the Company's prior written consent.

2.28 Other Documents

References to other documents or instruments (including the Commission's rules and Company Work Orders) refer to such documents or instruments as amended from time to time.

2.29 <u>Severability and Survival</u>

Should any provision or portion of this Tariff be held by a Governmental Authority to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

3. DESCRIPTION OF SERVICES

3.1 Residential Telephone Service

Residential Services provided by the Company consist of (i) single line voice service ("Voice Service"); (ii) Optional Service Features; (iii) Directory Listing Service; (iv) 911 Service or E911 Service where available; and (v) access to OS, DA, TRS, Dial Around, Toll Free 8XX, and 900/976. Recurring and Non-Recurring Charges for all Services provided by Company are specified in Section 4. Residential Voice Service is provided, in whole or in part, using IP (Internet Protocol).

3.1.1 Residential Bundled Features

Residential Voice Service may be bundled to include non-distance-sensitive calling to the Continental United States. Rates, terms and conditions for intrastate non-local voice and operator services are set forth in the City of Thomasville Utilities Operator Services Tariff on file with the Commission. Residential Voice Service may further be bundled to include the following features:

Anonymous Call Rejection (*77) Anonymous Call Rejection is a service that allows a User to automatically stop certain calls from ringing Customer's phone.

<u>Call Waiting</u> Call Waiting is a service that audibly notifies the Customer with a special tone that a second caller is calling.

<u>Cancel Call Waiting (*70)</u> Cancel Call Waiting is a feature that allows the User to cancel the Call Waiting feature.

<u>Caller ID (name and number)</u> Caller ID name and number shows who is calling before the call is answered. The phone displays the name and telephone number of the incoming caller. Caller ID compatible display screen or other compatible hardware required.

3. <u>DESCRIPTION OF SERVICES</u> (cont'd)

<u>Caller ID for Call Waiting</u> Call Waiting ID works just like Caller ID name and number, but displays the name and telephone number of an incoming caller when a Customer is already on the phone.

<u>Caller Identity Blocking (*67)</u> Caller Identity Call Blocking enables a Customer to block their Caller ID from being sent on a per call basis by dialing *67 before dialing the telephone number.

<u>Three Way Calling</u> Three Way Calling is a service that permits a three-way conference call.

<u>Variable Call Forwarding</u> Call Forwarding redirects incoming calls to another local, long distance, or wireless number.

<u>Return Call (*69)</u> The Return Call feature will automatically redial the number of the last person who called the Customer's number, whether or not the Customer answered the telephone.

900/976 Call Blocking The 900/976 Call Blocking feature blocks numbers with the 900/976 area code (pay calls) from being placed from the Customer's phone.

<u>International Call Blocking</u> International Call Blocking blocks International calls from being placed from the Customer's phone.

Optional features may be added as described in 3.3.

B. <u>DESCRIPTION OF SERVICES</u> (cont'd)
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3.2 <u>Reserved for Future Use</u>

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3.3 Reserved for Future Use

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3.4 Reserved for Future Use

3. <u>DESCRIPTION OF SERVICES</u> (co	nt'd)
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3.5 Reserved for Future Use

3. <u>DESCRIPTION OF SERVICES</u> (co	nt'd)
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3.6 Reserved for Future Use

3.	DESCRIPTION OF SERVICES	(cont'd)
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3.7 <u>Reserved for Future Use</u>

3. <u>DESCRIPTION OF SERVICES</u> (cont'd)

3.3 Optional Features

The following Optional Features may be added to the Voice Service by the Customer at rates specified in Section 4.

Voice Mail Voice Mail allows the Customer to receive, store, edit and forward messages.

<u>Residential Inside Wiring Maintenance Fee</u> Residential Inside Wiring Maintenance provides outage protection to residential customers for both Video Coaxial cable and Telephony Twisted Pair wiring. Residential Customers who subscribe to this service will be exempt from any charges related to resolution of any inside wiring issues.

<u>International Calling.</u> International Calling is a service that allows the User to make calls to locations outside the Continental United States.

- 3. <u>DESCRIPTION OF SERVICES</u> (cont'd)
 - 3.3 Optional Features (cont'd)
 - 3.3.1 <u>Directory Assistance ("DA")</u>: operator provided directory assistance look up of a listed phone number. At this time, the customer can only be given the listed. The call cannot be completed.

3. <u>DESCRIPTION OF SERVICES</u> (cont'd)

3.4 <u>Directory Listing Service</u>

- 3.4.1 Customer will be provided a single directory listing consisting of the Customer's name, Customer's street address and Customer's telephone number which is designated as the Customer's main billing number, in the "White Pages" telephone directory published by the incumbent exchange service provider in the Customer's exchange area.
- 3.4.2 The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clarity of the listing or the identification of the Customer is not impaired thereby.
- 3.4.3 The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name; (ii) that contains obscenities in the name; (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party; (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory; or (v) that is more elaborate than reasonably necessary to identify the listed party.
- 3.4.4 In order for listings to appear in a directory, a Customer must timely furnish the listing information to the Company sufficient, as determined in the Company's sole reasonable discretion, to meet the directory publishing schedule.

3. <u>DESCRIPTION OF SERVICES</u> (Cont'd)

3.4 <u>Directory Listings</u> (Cont'd)

3.4.5 Non-listed Service

At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

3.4.6 Non-published Service

At the request of the Customer and for an additional MRC and NRC, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory. In addition, the numbers of non-published Service are not listed in the telephone directory or in the information records available to the general public.

Non-published information may be released to emergency service providers, or as required to comply with any ruling or order of any judicial or regulatory body with jurisdiction over the Company or the Services herein.

3. <u>DESCRIPTION OF SERVICES</u> (Cont'd)

3.5 <u>911 Emergency Service ("911 Service")</u>

- 3.5.1 911 Service permits Users of Voice Services to reach a Public Safety Answering Point by dialing the three digits, 9-1-1, from the premises address described in Section 3.5.3 below. The 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police, medical and other emergencies.
- 3.5.2 The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service. Voice Service, including 911 Service, may not be available in the event of loss of electrical power at the Customer's location or within the Company's system. The Company is not liable for the inability of any User to use 911 Service due to the loss of electrical power. The liability provisions and force majeure provisions set forth in Section 2.18 and Section 2.24 respectively, fully apply to 911 Service failure.

- 3. <u>DESCRIPTION OF SERVICES</u> (Cont'd)
 - 3.5 <u>911 Emergency Service ("911 Service")</u> (Cont'd)
 - 3.5.3 If Enhanced 911 Service is available, upon the Company's transmittal of a Customer's 911 service record (Automatic Location Identifier, ("ALI"), and Automatic Number Identifier, ("ANI")), including the Customer's name, address and telephone number, to the appropriate public safety agency (or other entity consistent with state regulation), the Company will have no further responsibility for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, nor any responsibility for monitoring any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.
 - 3.5.4 The Customer, in connection with use of the 911 Service, to the fullest extent permitted by law, waives (and agrees that it shall cause its Users to waive) all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point. Company, to the extent permitted by law, has no responsibility or liability whatsoever for any infringement or invasion of any privacy right of any person caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, or use of 911 Service.

3. <u>DESCRIPTION OF SERVICES</u> (Cont'd)

- 3.5 <u>911 Emergency Service ("911 Service")</u> (Cont'd)
 - 3.5.5 The Company shall exercise reasonable efforts to provide the appropriate entities with the Customer's 911 Service record based on the service address of record for Voice Service. By using the Service, the Customer agrees that Customer will not (and that it will cause User not) use the Service, through any means, at a location other than the Service address of record. Use at a location other than the Service address may result in inaccurate 911 Service information being provided to a Public Safety Answering Point. The Company is not responsible for any such inaccurate information or any damages caused by the inaccuracy of such information.
 - 3.5.6 Customer's defense and indemnification obligations under Section 2.19 shall apply to any Claim arising from or in connection with the use of 911 Service.

4. RATES

4.1 <u>Promotions</u>

The Company, from time to time and in compliance with all Commission regulations, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings will be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company will provide to the Commission at least seven (7) days prior written notice of the terms and conditions of all promotions.

4.2 <u>Miscellaneous Rates and Charges</u>

4.2.1 Governmental Authorized Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required or allowed by governmental or quasi-governmental authorities to collect in support of statutory or regulatory programs. Examples of such programs include as applicable, the Universal Service Fund (but not the Georgia Universal Access Fund), E911 surcharges, number portability surcharges and subscriber line charges.

4. <u>RATES</u> (Cont'd)

4.3 <u>Standard Voice Service Rates – Residential Service</u>

The following packages are for residential, non-business use. The Company reserves the right to discontinue the use of packages for customer abuse (i.e. exceeding normal usage) or utilizing these packages for business purposes.

4.3.1 <u>Basic IP Voice Service</u>

This package includes local service only with no long distance or features.

Monthly Recurring Rate: \$13.00

City of Thomasville

Georgia Public Service Commission Tariff No. 1 Original Page 50

- 4. <u>RATES</u> (Cont'd)
 - 4.3 <u>Standard Voice Service Rates Residential Service</u> (Cont'd)
 - 4.3.2 <u>Basic IP Voice Plus</u>

This package includes basic local service with no features and unlimited long distance service.

Monthly Recurring Rate: \$35.00

4. <u>RATES</u> (Cont'd)

4.3 <u>Standard Voice Service Rates – Residential Service</u> (Cont'd)

4.4.1 <u>Enhanced IP Voice Service</u>

This package includes basic local service with the following features and no long distance service.

Caller ID
Caller ID Block/Caller ID Unblock
Calling Name
Call Forwarding Variable
Call Reject
Call Return
Call Waiting
Call Waiting
Call Waiting Caller ID

Monthly Recurring Rate: \$33.00

Three Way Calling

4. RATES (Cont'd)

4.3 <u>Standard Voice Service Rates – Residential Service</u> (Cont'd)

4.4.1 Enhanced IP Voice Plus Unlimited Long Distance

This package includes basic local service with the following features and unlimited long distance.

Caller ID
Caller ID Block/Caller ID Unblock
Calling Name
Call Forwarding Variable
Call Reject
Call Return
Call Waiting
Call Waiting
Call Waiting Caller ID
Three Way Calling

Monthly Recurring Rate: \$49.95

4. RATES (Cont'd)

4.4 Bundled Services Rates – Residential Service

This section contains service bundles consisting of regulated intrastate interexchange services combined with other communications services not regulated by the Commission.

4.4.1 <u>Unlimited Long Distance – Bundled Option One</u>

This package includes basic service with the following features and unlimited long distance.

Caller ID
Caller ID Block/Caller ID Unblock
Calling Name
Call Forwarding Variable
Call Reject
Call Return
Call Waiting
Call Waiting
Call Waiting Caller ID
Three Way Calling

The customer must also subscribe to cable television or high speed Internet from the Company to qualify for this monthly rate. Customer's discontinuance of a required service will result in a conversion to a current non-discounted rate for the Enhanced IP Voice Plus Unlimited Long Distance package. The converted rate will be prorated for the period remaining in the Customer's current month of service. Customers shall be notified of the corresponding rate changes on their next available bill of monthly service.

Monthly Recurring Rate: \$39.95

4. <u>RATES</u> (Cont'd)

4.4 <u>Bundled Services Rates – Residential Service</u>

4.4.2 Unlimited Long Distance – Bundled Option Two

This package includes basic service with the following features and unlimited long distance.

Caller ID
Caller ID Block/Caller ID Unblock
Calling Name
Call Forwarding Variable
Call Reject
Call Return
Call Waiting
Call Waiting
Call Waiting Caller ID
Three Way Calling

The customer must also subscribe to both cable television and high speed Internet from the Company to qualify for this monthly rate. Customer's discontinuance of one or both of the required services will result in a conversion to the current applicable rate for the Enhanced Voice Plus Unlimited Long Distance package. The converted rate will be prorated for the period remaining in the Customer's current month of service. Customers shall be notified of the corresponding rate changes on their next available bill of monthly service.

Monthly Recurring Rate: \$29.95

- 4. <u>RATES</u> (Cont'd)
 - 4.5 <u>Reserved for Future Use</u>

City of Thomasville

Georgia Public Service Commission Tariff No. 1
Original Page 56

- 4. RATES (Cont'd)
 - 4.5 <u>Reserved for Future Use</u>

City of Thomasville

Georgia Public Service Commission Tariff No. 1
Original Page 57

- 4. RATES (Cont'd)
 - 4.5 <u>Reserved for Future Use</u>

City of Thomasville

Georgia Public Service Commission Tariff No. 1 Original Page 58

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4.	KATES	(Cont'd)

4.5 <u>Reserved for Future Use</u>

Local Voice Services Georgia Public Service Commission

City of Thomasville

Georgia Public Service Commission Tariff No. 1 Original Page 59

- 4. RATES (Cont'd)
 - 4.5 <u>Reserved for Future Use</u>

Local Voice Services Georgia Public Service Commission Tariff No. 1

Original Page 60

City of Thomasville

- 4. RATES (Cont'd)
 - 4.5 <u>Reserved for Future Use</u>

City of Thomasville

Georgia Public Service Commission Tariff No. 1 Original Page 61

4. <u>RATES</u> (Cont'd)

4.6 <u>Monthly Recurring Charges</u>

Directory Listings	
1. First Listing	N/C
2. Each Additional Listing	\$ 1.00
3. Non-Listed Telephone Number	\$ 1.75
4. Non-Published Telephone Number	\$ 1.75
Optional Features	
Voicemail	\$ 5.00
Inside Wiring Maintenance	\$ 3.50

Georgia Public Service Commission Tariff No. 1 Original Page 62

4. <u>RATES</u> (Cont'd)

4.7 <u>Non-Recurring Charges</u>

4.7.1 <u>Installation Charges</u>

The installation charges may be waived if the Customer orders Voice Service in conjunction with any other affiliate service.

	Residential Customer Installation Charge	\$ 18.00
4.7.2	Miscellaneous Non-Recurring Charges	
	Customer Requested Temporary Suspension	\$20.00
	LPIC/PIC Change	\$ 5.00
	Returned Check/Non-Sufficient Fund Charge	\$25.00
	Late Fee	\$ 5.00
	Telephone Number Change	\$10.00
	Directory Listing:	
	Non-Listed Telephone Number Service Non-Published Telephone Number Service	\$ 15.00 \$ 15.00

City of Thomasville

Georgia Public Service Commission Tariff No. 1 Original Page 63

- 4. RATES (Cont'd)
 - 4.7 <u>Non-Recurring Charges</u> (Cont'd)
 - 4.7.3 <u>Directory Assistance</u>

Each Call \$1.25

4. RATES (Cont'd)

4.8 County-Wide Calls and Universal Access Fund

- 4.8.1 Pursuant to O.C.G.A. Section 46-2-25.1, Customers will not be assessed any toll charges for Voice Service calls originating and terminating within the same county.
- 4.8.2 <u>0-16 Mile Band Restriction</u>. Pursuant to O.C.G.A. Section 46-2-25.2, Customers will not be assessed any toll charges for Voice Service calls originating and terminating between central offices that are within sixteen (16) miles of each other.
- 4.8.3 <u>0-22 Mile Band Restriction</u>. Pursuant to O.C.G.A. Section 46-2-25.3, Customers will not be assessed any toll charges for Voice Service calls on selected routes originating and terminating between central offices that are within twenty-two (22) miles of each other.
- 4.8.4 <u>Universal Access Fund ("UAF") Compliance.</u> The Company will comply with, and will cause its Customers to comply with, the Commission's UAF requirements as set forth at O.C.G.A. Section 46-5-167, or in any Commission order, rule or regulation adopted or promulgated thereunder.

4.9 Interstate and International Rates

Company will publish its interstate rates and international rates (by country and call type) on its website located at www.rose.net.

4.10 <u>Discounts for Hearing Impaired Customers</u>

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

4.10.1 <u>Telecommunications Device for the Deaf (TDD)</u>

The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and night/weekend rate during the evening rate period.

4. <u>RATES</u> (Cont'd)

4.10.1 <u>Telecommunications Relay Service</u>

The credit to be given on subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% of the applicable rate.