

**INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE  
RATES, TERMS AND CONDITIONS**

REGULATIONS, RATES AND CHARGES

APPLICABLE TO MESSAGE TELECOMMUNICATIONS SERVICE

PROVIDED BY

CITY OF THOMASVILLE

Message Telecommunications Service is provided by means of wire, radio, satellite, fiber optics or other suitable technology or combinations thereof.

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Issue Date:

Effective Date:

Issued by Steve Sykes  
City Manager/Utilities Superintendent  
City of Thomasville  
111 Victoria Place  
Thomasville, GA 31792

**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>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	31	Original
2	Original	32	Original
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CONCURRING CARRIERS

NONE

CONNECTING CARRIERS

NONE

PARTICIPATING CARRIERS

NONE

TRADEMARKS

CNS®

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Symbols

The following symbols are used herein to identify schedule and text changes:

(C) To signify a changed regulation

(T) To signify a reissued matter

(M) To signify relocation of text without change

(N) To signify a new rate or regulation

(D) To signify a discounted rate or regulation

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1. Definitions and Terms

1.1 Application

This Message Telecommunications Service Tariff applies to Intrastate service furnished by The City of Thomasville, hereinafter referred to as the "Company", or furnished jointly by the Company and Connecting Exchange Carriers, for provision of Intrastate Message Telecommunications Service (MTS).

1.2 Terms and Conditions

1.2.1 Scope

- (A) Message Telecommunications Service (MTS) consists of the furnishing of intrastate telecommunication transmissions between exchanges. MTS consists primarily of the transmission of voice communications, but may also involve data, facsimile, signaling, metering, or other similar communications, subject to the transmission capabilities of the service. MTS is available twenty-four hours a day, seven days per week, subject to availability of facilities.
- (B) The Company does not undertake to transmit messages but furnishes the use of its facilities to customers for communications. The Company selects and/or arranges for the channels and/or service components used to provide MTS. Any suitable technology or combination of technologies may be used. The Company may modify or change the channels and service components used to furnish MTS at any time. Customer equipment may be used with MTS.
- (C) Subject to compliance with regulatory authority, the duration of MTS calls may be limited when facility shortages are caused by emergency conditions.

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1. Definitions and Terms (Cont'd)

1.2 Terms and Conditions (Cont'd)

1.2.2 Liability

- A. The services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified in (B), (C) and (D) following.
- B. The Company's liability, if any, to a customer or any others, for damages associated with any aspect of the provision of service (including the failure to reach a called station), shall not exceed an amount equal to the initial period charge applicable for such a message to the called station. This limitation does not apply to willful violation of any Federal law by the Company.
- C. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright arising from the information transmitted over its facilities; against 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 against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- D. The Company shall not be liable for any act or omission of any other carrier participating in the service, or from which the Company obtains transmission facilities or termination service.

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1. Definitions and Terms (Cont'd)

1.2 Terms and Conditions (Cont'd)

1.2.3 Use

A. Use of the Service

The service is provided for use by the customer and may also be used by others, when so authorized by the customer, providing that all such use shall be subject to the provisions of this Tariff.

B. Abuse and Fraudulent Use

The service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

1. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for services.
2. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, MTS, by rearranging, tampering with, or making connection with any facilities of the Company or by any trick, scheme, false representation or false credit device or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.

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1. Definitions and Terms (Cont'd)

1.2 Terms and Conditions (Cont'd)

1.2.3 Use (Cont'd)

B. Abuse and Fraudulent Use (Cont'd)

3. The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.

4. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

C. Cancellation for Cause

For nonpayment of any sum due the Company, or for abuse or fraudulent use of the service, the Company may either suspend, terminate, or refuse service without incurring any liability.

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1 Definitions and Terms (Cont'd)

1.2 Terms and Conditions (Cont'd)

1.2.4 Obligation of Customer

A. The Customer's general responsibilities are described in this section

1. Placement of Orders, Payment of Bills and Compliance with Regulations.

The customer is responsible for placing any necessary orders and complying with tariff regulations for MTS and for assuring that its users comply with tariff regulations. The customer is also responsible for the payment of bills for MTS. This includes payment for MTS calls or services:

- Originated at the customer's number(s),
- Accepted at the customer's number(s) (e.g., Collect Calls),
- Billed to the customer's number(s) via Third Number Billing if the customer is found to be responsible for such call or service, the use of a Calling Card, and
- Incurred at the specific request of the customer.

2. Information the Customer Must Provide

When a customer places an order for MTS, the following information must be provided:

- The customer contact name, telephone number, and address at each premises where installation will be made, and
- The customer's billing name and address.

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1. Definitions and Terms (Cont'd)

1.2 Terms and Conditions (Cont'd)

1.2.4 Obligation of the Customer (Cont'd)

- B. The calling party shall establish his identity in the course of any communication as often as may be necessary.
- C. The calling party shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called station or stations.

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1. Definitions and Terms (Cont'd)

1.3 Definitions

Access Line

A transmission path that connects a customer premises to a Central Office.

Call

A completed connection established between a calling station and one or more called stations.

Called Station

The station (e.g., telephone number) called, or the terminating point of a call.

Calling Card

A credit/charge card for use in billing MTS calls.

Calling Station

The station from which a call is originated.

Collect Call

A billing arrangement which bills the charge for an MTS call to the called station's telephone number.

Customer-Provided Communications System

Dedicated private line channels and equipment (e.g., microwave or cable system) furnished by the customer for communications between premises.

Customer

The person or legal entity which orders MTS and is responsible for payment of tariff charges for services furnished to that customer.

Customer Dialed Calling Card Station

That service where the charges for the call are billed to an authorized Calling Card.

Customer Equipment

Terminal equipment, a multiline terminating system or protective circuitry located at a customer's premises.

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1. Definitions and Terms (Cont'd)

1.3 Definitions (Cont'd)

Customer-originated call-tracing service

A customer-activated, call-specific form of call tracing available as part of a set of services called Customer Local Area Signaling Services(CLASS).

Customer-Provided Test Equipment

Test equipment which is located at a customer or user's premises and is used for the detection and/or isolation of a communications service fault.

Dial Station

That service where the person originating the call dials the telephone number desired, completes the call without assistance of the Company operator and the call is billed to the originating number.

Direct Electrical Connection

A physical connection (i.e., not through a switch) of the electrical conductors in a communications path.

Emergency

A situation that appears to present immediate danger to person or property.

Exchange

A unit established by the Local Exchange Company for the administration of communications service in a specified area which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with the associated plant used in furnishing communications service within that area.

Exchange Area

The territory served by an exchange.

Investigative or law enforcement officer

An officer of the United States, state, or a political subdivision of the United States or a state, or a University of MN peace officer, which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

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1. Definitions and Terms (Cont'd)

1.3 Definitions (Cont'd)

Local Exchange Service Access Line

A common line that connects a customer premises to a Company switched service via the Local Exchange Company public switched network.

Operator Station

Service, other than Customer Dialed Calling Card Station service and Person-to-Person service, which requires the assistance of an the Company operator to complete the call.

Person-to-Person

Service for which the person originating the call specifies to the operator a particular person, mobile station, department, extension, or office to be reached.

Public/Semi-Public Telephone

Coin operated or coinless telephones which are generally available for public use in the United States, Puerto Rico and the U.S. Virgin Islands. These telephones can be owned by local telephone companies, interexchange carriers and/or private customers. Calls from coinless telephones must use an alternate billing method such as calling card, commercial credit card, third number or collect.

Rate Center

A specified geographical location used for determining mileage measurements.

Rate Center Area

The area which encompasses the territories identified by the central office codes that are assigned to a rate center.

Station

Any location from which MTS calls can be placed and/or received.

Switching Equipment

Equipment which performs the function of establishing and releasing connections on a per call basis between stations, telecommunications services, or communications systems

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1. Definitions and Terms (Cont'd)

1.3 Definitions (Cont'd)

Telecommunications Network

The MTS network provided by the company

Terminal Equipment

Any telecommunications equipment other than a multiline terminating system, or communications system connected to MTS at a customer's or user's premises.

Third Number Billing

An optional billing procedure that permits the charges for an MTS call to be billed to a number that is different from the calling number or the called number.

United States

The 50 United States and the District of Columbia

Zoned City

A unit established by a Local Exchange Company for the administration of communications within an area that usually encompasses a city

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2. Standard Service Offerings

2.1 Two -Point Message Telecommunications Service

2.1.1 Class of Calls

Various classes of MTS service are offered.

- A. Dial Station-to-Station --applies when the calling person dials the desired telephone number without the assistance of an operator and the call is billed to the calling number. This includes calls forwarded by call forwarding equipment. Dial Station-to-Station also applies when the operator:
  - 1 Records the calling telephone number for areas without automatic recording equipment.
  - 2 Reaches the called telephone number because of trouble on the network or because dial completion is not available.
  - 3 Places a call for a calling party who is identified as being handicapped and is unable to dial the call because of that handicap.
  - 4 Re-establishes a dialed call when there is a service fault that interrupts a call after the called person has been reached.
- B. The Company does not offer Calling Card services
- C. Operator-Handled Station-to-Station applies when calls are completed with the assistance of an operator or operator system (except in (1) and (2) above and (D) following). Operator-Handled Station-to-Station also applies when a customer asks that a completed dial station-to-station call be billed to another telephone number or a Calling Card.

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2. Standard Service Offerings (Cont'd)

2.1 Two -Point Message Telecommunications Service (Cont'd)

2.1.1 Class of Calls (Cont'd)

D. Operator-Handled Person-to Person applies when a calling station names the particular party to be reached by an operator. The party may be:

- A person
- A mobile station
- A station, department or office reached through a PBX attendant.

1. Person-to-Person also applies when the calling party:

- Cannot speak to the intended person or station but agrees to speak to someone else.
- Requests an operator to make arrangements with a person to receive a call at a specified time.

E. Busy Line Verification Service is furnished to customers, upon request. This service is provided where facilities exist for busy line verification service through a Company operator. The provision of busy line verification service involves an operator determining the condition of a line or trunk that a customer requests to be checked. A service charge applies only if that operator detects conversation on the line or trunk. This service is provided at rates as set forth in the City of Thomasville's Alternate Operator Services Tariff.

F. The provision of Busy Line Interrupt involves an operator interrupting a line or trunk that a customer requests to be interrupted. Information concerning the busy line interrupt to this line or trunk is passed to the customer. A Busy Line Verification must be made, and its service charge incurred prior to a Busy Line Interruption. No request will be processed on a reversal of charges basis, i.e., collect call. No charge will apply if the line situation indicates a trouble condition. No charge applies when the request is identified as an emergency request by the customer and originates from or to an authorized emergency agency. This service is provided at rates as set forth in the City of Thomasville's Alternate Operator Services Tariff.

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2. Standard Service Offerings (Cont'd)

2.1 Two -Point Message Telecommunications Service (Cont'd)

2.1.1 Class of Calls (Cont'd)

2.1.2 Timing of Calls

- A. On Dial Station-to-Station, Customer Dialed Calling Card Station-to-Station and Operator-Handled Station-to-Station, the timing of a call begins when the calling and called stations are connected.
- B. Calling party is connected to a specified person, station or an agreed upon alternate.
- C. Chargeable time ends when the connection is terminated at any point.
- D. When exchange telephone service used for MTS is directly connected (i.e., not connected through a Multiline Terminating System) at a customer's premises to a communications system, chargeable time for all classes of calls begins when a call from the telecommunications network terminates in or passes through the first Multiline Terminating System or terminal equipment on that communications system. It is the customer's responsibility to furnish the appropriate answer supervision to the point of connection with the exchange telephone service so that chargeable time may begin.
- E. MTS service rates are quoted in terms of minutes.
  - 1. The initial minute is the first minute or any fraction after connection is made.
  - 2. The additional minutes are measured by tenth ( $\frac{1}{10}$ ) of a minute (6 second) increments. Any fraction is rounded up to the nearest tenth of a minute.
- F. The timing of a call does not include time lost because of service faults or defects that are reported to the company.
- G. On all classes of service, the rate charged is a monthly recurring flat rate for usage up to and including the plan limit and, and a standard MTS usage rate for usage over that limit or for usage without any long distance plan.

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2. Standard Service Offerings (Cont'd)

2.1 Two -Point Message Telecommunications Service (Cont'd)

2.1.3 Collection of Charges

Charges for all MTS calls are billed to the calling party, except:

- A. Charges for person-to-person and operator station-to-station calls may be billed to the called party if the telephone number is not restricted from receiving collect calls and the called party agrees to accept the charges. If the called number is to a public or semi-public station and the called party agrees to accept the charges, the charges must be billed to either a Calling Card or to a third party number. If neither of these methods of payment is acceptable, the called party must re-originate the call. When the called station does not accept the charges and the calling party requests that the call be tried again later, on a collect basis, the classification of the call is changed to Person-to-Person.
- B. Charges may be billed to an authorized calling card or special billing number maintained by the customer with another long distance provider.
- C. Charges may be billed to a third telephone number, except for coin. The third number must be an authorized telephone number as determined by the Company.

2.1.4 Application of Rates

- A. Operator Service charges are applicable to this offering, and are billed in addition to any appropriate MTS per minute charges.
- B. The MTS rate applicable to all Standard Service Offering calls is based on per minute of use regardless of distance, time of day, day of week and/or holidays, for all eligible Intrastate calls.

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2. Standard Service Offerings (Cont'd)

2.1 Two -Point Message Telecommunications Service (Cont'd)

2.1.5 Operator Services

A. Operator Service Charges

1. A Service Charge is applicable to Customer Dialed Operator Station, Person-to-Person, Busy Line Verifications and Busy Line Interruptions. This charge is in addition to the initial minute and additional minute charges applicable to a call. Discounts do not apply to Service Charges. When a call is subject to more than one service charge, only the highest service charge applies.

Rates for Service Charges are listed in the City of Thomasville's Alternate Operator Services tariff

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- 2. Standard Service Offerings (Cont'd)
  - 2.1 Two -Point Message Telecommunications Service (Cont'd)
    - 2.1.5 Operator Services (Cont'd)
      - B. Application of Operator Service Charges

TYPE OF CALL	OPERATOR SERVICE CHARGE
Dial Station (customer dialed 1+)	No
Customer Dialed Calling Card Station (0+)	Yes
Operator Station (customer dialed 0+) collect, billed to third number	Yes
Operator Station (operator dialed 0-) collect, billed to third number, sent paid	Yes
Operator Station (operator dialed 0-) billed to calling card	Yes
Person-to-Person (customer dialed 0+) collect, billed to third number, calling card, sent paid	Yes
Person-to-Person (operator dialed 0-) collect, billed to third number, sent paid	Yes
Person-to-Person (operator dialed 0-) billed to a calling card	Yes
Directory Assistance* (customer dialed 1+)	No
Directory Assistance* (customer dialed 0+ or operator dialed 0-) billed to third number, sent paid, or billed to a calling card	Yes

\* Directory Assistance Charge applies (see Section 2.1.7 C1)

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2. Standard Service Offerings (Cont'd)

2.1 Two -Point Message Telecommunications Service (Cont'd)

2.1.6 Rates Applicable for Hearing or Speech Impaired Persons

A. Reduced rates are available to qualified persons who have hearing or speech impairments subject to the following:

1. Application

Persons who have been certified in writing by a licensed physician, audiologist, speech pathologist, or appropriate State or Federal agency as having a hearing or speech impairment which precludes oral communications and who have and use a telecommunications device for visual communications, will receive an adjustment on customer dialed station calls which do not require the intervention of a company operator. There will be no adjustment for plan minutes., There will be an adjustment equal to one half (1/2) the standard per minute rate applied to minutes above (in excess of allowable plan minutes) the plan minutes and for customers who do not subscribe to a long distance plan.

2. Certification

The written certification of the speech or hearing impairment must be presented to the Company or its billing agent.

3. Limitations

The adjustment is provided for use only by the speech or hearing impaired customer. It is only applicable to MTS charges for calls originated from and billed to the Exchange Service number of the residence of the certified speech or hearing impaired person. Only one Exchange Service number at a residence is authorized this rate adjustment.

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2. Standard Service Offerings (Cont'd)

2.1 Two -Point Message Telecommunications Service (Cont'd)

2.1.7 Directory Assistance Charge

- A. Applies to all calls made to Intrastate Directory Assistance. Up to two requests for listings within the area code dialed may be made on each call to Directory Assistance. When more than one Directory Assistance bureau handles requests for listings within the same area code, two listings will be provided only when the listing information is accessible to the Directory Assistance Operator that handles the request. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnishes the requested telephone number(s) (e.g., where the requested telephone number is unlisted, non-published or no record can be found).
- B. Operator Service Charges also apply to calls to Intrastate Directory Assistance when these calls are completed with the assistance of a company operator or billed to a calling card.
- C. Charges for Directory Assistance may be billed as station paid, paid, third number billed or billed to a calling card. Person-to-Person or Collect Calls for Directory Assistance are not permitted.

(1) Rate – Per Call to Intrastate Directory Assistance or the International portion of the 809 NPA Directory Assistance is listed in the City of Thomasville's Alternate Operator Services Tariff.

(2) Handicapped Exemption

Those handicapped customers who qualify for exemptions from local Directory Assistance charges under Local Exchange Company tariff(s), or in the absence of a local Directory Assistance charge plan, receive special rates on other Local Exchange Company services, are exempted from the Directory Assistance Charge for Intrastate directory information. This exemption applies only to calls to Directory Assistance that are billed to the handicapped customer's residence telephone number.

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3. BILLING AND PAYMENTS

- 3.1 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.
- 3.2 Except as otherwise provided in this Tariff or by Regulation, all amounts stated on each monthly invoice are due and payable within 18 days of the billing date, and subject to disconnection under the provisions of 3.4 below after 29 days.
- 3.3 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
- 3.4 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.
- 3.5 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

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3. BILLING AND PAYMENTS(Cont'd)

3.6 Late Payment Charge

The Company reserves the right to assess late payment charges for Customers whose accounts(s) have an unpaid balance from the prior billing period. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available within 29 days of the billing date on the bill, then a late payment penalty shall be due the Company. 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 twenty dollars (\$20.00).

3.7 Deposits

3.7.1 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. A deposit may be required in addition to an advance payment. Payment of a deposit does not relieve the Customer of the responsibility to make timely payment on the account.

3.7.2 No written notice is required to be given of a deposit required as a prerequisite for commencing initial Service. 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.

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3. BILLING AND PAYMENTS(Cont'd)

3.7 Deposits(Cont'd)

- 3.7.3 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.
- 3.7.4 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.
- 3.7.5 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.

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3. BILLING AND PAYMENTS(Cont'd)

3.8 Returned Item Charge

A charge of \$25 will be assessed for any check or other form 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.

3.9 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, any applicable charges for a Service trip, or the applicable statutory charge for reconnection of Service (if any), whichever is greater.

3.10 Taxes

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.

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3. BILLING AND PAYMENTS (Cont'd)

3.11 Disconnection and Suspension

3.11.1 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 seven (7) 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 five (5) days before the proposed disconnection.

3.11.2 Reasons for Refusal, Suspension or Disconnection of Service. Service may be refused, suspended or disconnected as follows:

- A. Without notice in the event of a condition on the User's premises determined by the Company to be hazardous;
- B. Without notice 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;
- C. Without notice 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;
- D. Without notice in the event of unauthorized use;
- E. For violation of, or non-compliance with any applicable Regulations;
- 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;

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3. BILLING AND PAYMENTS (Cont'd)

3.11 Disconnection and Suspension (Cont'd)

3.11.2 Reasons for Refusal, Suspension or Disconnection of Service (Cont'd)

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 unpaid bill (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.

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3. BILLING AND PAYMENTS (Cont'd)

3.11 Disconnection and Suspension (Cont'd)

3.11.2 Reasons for Refusal, Suspension or Disconnection of Service (Cont'd)

- H. Medical Emergency 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.
- I. Termination By Customer. 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.

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3. BILLING AND PAYMENTS(Cont'd)

3.11 Disconnection and Suspension (Cont'd)

3.11.3 Credits

- A. 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 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 of the number of hours beyond twenty-four that 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.
  
- B. 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.

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4 Optional Calling Plans

4.1 Plus Plan

4.1.1 Definitions and Terms

This section contains the terms and conditions applicable to all City of Thomasville Plus Plans.

4.1.2 Description

The Company's Plus Plan applies to 1+ direct dialed calls originating from Company's customers. On such eligible calls, customers will receive the Company's Plus Plan rates on the Company's Intrastate 1+ direct dialed calls. (Operator Services, 500, 700, 800, 900, Travel Card, and Directory Assistance, off shore, and international calls are not eligible for Plus Plan rates).

4.1.3 Terms and Conditions

- A. MTS calling not covered by the Plus Plan will be furnished under the terms and conditions specified elsewhere in this Tariff for such service.
- B. Participants in the Company's Plus Plan are not eligible for other Company Optional Calling Plans. No additional discounts beyond those offered in this Plus Plan are available to subscribers to this plan.
- C. Plus Plan rates are applicable to all calls regardless of distance, time of day, day of week, and/or holidays, for all eligible Intrastate calls.
- D. Customers must subscribe to one of the company's local basic service packages (See City of Thomasville - Georgia Public Service Commission Tariff No. 1) in order to subscribe to any of the Company's long distance services
- E. Customers who subscribe to the Company's Plus Plan are limited to five thousand (5000) minutes of use per month. Usage in excess of five thousand minutes per month will be deemed outside the Plus Plan limits and will be charged in accordance with the rates listed in 4.1.5

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4. Optional Calling Plans (Cont'd)

4.1 Plus Plan (Cont'd)

4.1.3 Terms and Conditions (Cont'd)

D. Billing Arrangements

1. The plan may be activated at any time during the billing period. However, Plus Plan rates are applicable on a going forward basis from the day of activation.
2. Where the customer has more than one line, one plan and its associated charges will apply for each line which will carry calls to be billed under the Company's Plus Plan. Lines to be included in the Plus Plan will be at the customer's option unless those lines are a part of a multiline hunt group. All lines of a multiline hunt group must subscribe to the plan if that group is to be included in the Company's Plus Plan.
3. Minimum timing per message is one minute. Timing of additional minutes and fractions thereof will be rounded to the next one tenth (1/10) of a minute for each message.

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4. Optional Calling Plans (Cont'd)

4.1 Plus Plan (Cont'd)

4.1.4 Price Regulations

- A. Service Order charges are not applicable to this plan.
- B. The Company will charge a monthly recurring fee for Plus Plan packages which is inclusive of long distance\*. It will be applied in a non-discriminating fashion to all subscribers to this plan. The monthly recurring charge, entitles the customer to Plus Plan rates for all eligible calls regardless of the jurisdiction of the call.
- C. The Company will apply a per minute rate to calls made by customers that choose the Company as their long distance provider, but do not subscribe to one of the Companies long distance packages.

4.1.5 Rates

The rates below apply to all calls included in the Plus Plan and are in addition to any charges applicable to the class and type of local exchange service to which the customer subscribes.

<u>Service</u>	<u>Rate</u>
Plus Plan - Basic IP Voice Plus* Rate Per Minute	None
Plus Plan - Enhanced IP Voice Plus Unlimited Long Distance* Rate Per Minute	None
Plus Plan - Unlimited Long Distance-Bundle Option One* Rate Per Minute	None
Plus Plan - Unlimited Long Distance-Bundle Option Two* Rate Per Minute	None
Domestic Intrastate Long Distance Service-- Per Minute for minutes over Plus Plan limit or minutes not covered by the Plus Plan	\$0.05

\* - See City of Thomasville - Georgia Public Service Commission Tariff No. 1 for more information regarding long distance packages and bundled pricing.

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4. Optional Calling Plans (Cont'd)

4.2 County-Wide Calls and Universal Access Fund

- 4.2.1 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.
- 4.2.2 16 Mile Band Restriction. 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.
- 4.2.3 0-22 Mile Band Restriction. 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.
- 4.2.4 Universal Access Fund ("UAF") Compliance. 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.

4.3 Discounts for Hearing Impaired Customers

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.

4.3.1 Telecommunications Device for the Deaf (TDD)

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.

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4 Optional Calling Plans (Cont'd)

4.3 Discounts for Hearing Impaired Customers (Cont'd)

4.3.2 Telecommunications Relay Service

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 fifty percent (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 twenty five percent (25%) of the applicable rate.

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