

CLARK HILL
PLC
ATTORNEYS AT LAW

Lansing, Michigan Office:
2455 Woodlake Circle
Okemos, MI 48864-5941
Tel. (517) 381-9193 • Fax (517) 381-0268
www.clarkhill.com

Haran C. Rashes
Phone: (517) 381-2132
E-Mail: hrashes@clarkhill.com

July 3, 2003

Mr. Robert W. Kehres
Acting Executive Secretary and Director, Regulatory Affairs Division
Michigan Public Service Commission
6545 Mercantile Way
PO Box 30221
Lansing, MI 48909

Re: In the matter of the application of GVC Networks, LLC for a license to provide basic local exchange service throughout the state of Michigan in the zone and exchange areas served by Verizon North Incorporated, Verizon North Systems of Michigan, and SBC Michigan.
MPSC Case No. U-13828

Dear Mr. Kehres:

Enclosed for filing, please find an original and four (4) copies of the Application of GVC Networks, LLC for Temporary and Permanent Licenses to Provide Basic Local Exchange Service in the State of Michigan in the above captioned proceeding and the Prefiled Direct Testimony and Exhibits of Mr. Kirkland Dudley, in support of the Application. Please note that GVC Networks, LLC's financial qualifications (Mr. Dudley's Exhibit KD-3 (A-___)) are confidential and filed under seal. These pleadings have been filed electronically with the Michigan Public Service Commission's Electronic Case Filings System.

Very truly yours,

CLARK HILL PLC

Haran C. Rashes

/hcr
Enclosures

cc: Mr. Kirkland Dudley
Mr. David Popeney

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STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of GVC)
Networks, LLC for a license to provide basic)
local exchange service throughout the state of)
Michigan in the zone and exchange areas served)
by Verizon North Incorporated, Verizon North)
Systems of Michigan, and SBC Michigan.)

Case No. U-13828

APPLICATION OF GVC NETWORKS, LLC FOR TEMPORARY AND PERMANENT
LICENSES TO PROVIDE BASIC LOCAL EXCHANGE SERVICE
IN THE STATE OF MICHIGAN

GVC Networks, LLC (“GVC”) or the (“Applicant”), by and through its attorneys, Clark Hill PLC, and pursuant to Sections 203, 301 and 302(1) of the Michigan Telecommunications Act (“MTA”), 1991 PA 179 as amended, MCL 484.2101 *et seq.*, hereby applies to the Michigan Public Service Commission (“Commission” or “MPSC”) for temporary and permanent licenses to provide basic local exchange service throughout the state of Michigan in the zone and exchange areas in which Verizon North Incorporated, Verizon North Systems, and SBC Michigan are the incumbent local exchange carriers (“incumbent carriers”). GVC proposes to provide basic local exchange service on both a reseller and facilities-based basis, as well as provide non-licensed and unregulated telecommunications services on a competitive basis.

GVC’s Application seeking entry into the Michigan Telecommunications market is in the public interest because it will provide Michigan consumers with an enhanced range of telecommunications services, will increase customer choice, will encourage carriers to provide more efficient service at lower prices, will provide users with greater reliability, and will create competitive pressure on carriers to provide more responsive customer service. GVC respectfully

submits that its entry will bolster competition for the provision of local telecommunications services, which is essential to the State's continued economic health and well-being.

Approval of this Application will further the purposes of the MTA, as well as the Federal Telecommunications Act of 1996 ("Federal Act"). Therefore, Applicant respectfully requests that the Commission grant it a license to provide local exchange telecommunications services described herein. In support thereof, GVC provides the following information:

I. NAME AND ADDRESS OF APPLICANT

Applicant's address is:

GVC Networks, LLC
21680 Haggerty Road, Suite 101
Northville, Michigan 48167
(248) 465-0631
(248) 465-0637 Fax

Correspondence concerning this Application should be directed to GVC's Regulatory Counsel's:

Mr. Roderick S. Coy, Esq.
Mr. Haran C. Rashes, Esq.
Clark Hill PLC
2455 Woodlake Circle
Okemos, Michigan 48864-5941
(517) 381-9193
(517) 381-0268 Fax

II. GVC FULLY MEETS THE REQUIREMENTS OF SECTION 302(1) OF THE MTA FOR A LICENSE TO PROVIDE BASIC LOCAL EXCHANGE SERVICE

Section 302(1) of the MTA provides that, after notice and hearing, the Commission shall approve an application for a license if it finds that (a) the Applicant possesses sufficient technical, financial, and managerial resources and abilities to provide basic local exchange service to all residential and commercial customers within the geographic area of the license, (b)

the Applicant intends to provide service within one year from the date the license is granted, and, (c) grant of a license to the Applicant would not be contrary to the public interest. As explained in further detail below, GVC fully meets the requirements of Section 302(1).

In addition, as required by Section 203(7) of the MTA, GVC is filing with this Application the supporting testimony of Mr. Kirkland Dudley, its Chairman and Chief Executive Officer. Mr. Dudley's testimony includes certain exhibits referenced in the Application, along with an Illustrative Tariff for GVC's services. Please note that, with respect to the Illustrative Local Exchange Tariff, certain details of GVC's provision of local exchange services, including the rates to be charged to GVC's customers, will be dependent upon the negotiation of Interconnection Agreements with the incumbent carriers. Upon issuance of a license, and the completion of negotiations with the incumbent carriers, GVC will promptly file a tariff that complies with all Commission Rules and Regulations and lists the rates and terms and conditions of service.

A. Description or Identification of the Geographic Area for Which the License is Sought

GVC proposes to offer basic local exchange service within all of the local zone and exchange service areas presently served by Verizon North Incorporated, Verizon North Systems, and SBC Michigan in the State of Michigan. A listing of the Verizon North Incorporated, Verizon North Systems, and SBC Michigan exchange and zones areas in Michigan to be served by GVC are included in GVC's Illustrative Tariff.

GVC will serve the exchanges as mapped and described by Verizon North Incorporated, Verizon North Systems, and SBC Michigan. The local calling areas for GVC's customers will be the same as the incumbent carriers' existing exchange boundaries. This means that GVC's

customers will have the same local calling area as if they remained customers of the incumbent carriers.

GVC intends to mirror the map and legal descriptions sections of the tariffs filed by the incumbent carriers for the exchanges it proposes to serve. GVC understands that any further modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by GVC on going forward basis. If not mirrored, new detailed maps and legal descriptions, on an individual exchange basis, will be filed with the Commission for approval.

B. Description of Applicant's General Financial, Technical and Managerial Resources

1. Background Corporate Information

GVC is a Michigan limited liability company. GVC was organized on November 7, 2002. A copy of GVC's Articles of Organization issued by the Michigan Department of Consumer and Industry Services, Bureau of Commercial Services, Corporation Division, are attached as an exhibit to Mr. Dudley's testimony.

The Officers and Directors of GVC are as follows:

Kirkland Dudley, Chairman and Chief Executive Officer
Scott Aschenbrenner, President
Robert Charles, Director
Tedra Butler Dudley, Director
Robert ("Hal") Turner, Director

2. Financial Qualifications

GVC is financially qualified to possess a license to provide basic local exchange service in the State of Michigan. GVC has access to financing and capital necessary to conduct its telecommunications operation as specified in this Application. GVC has the financial support necessary to procure, install and operate facilities on a both a resale and facilities-based basis and

to hire and train the personnel necessary to operate those facilities. GVC's financial strength and ability to offer the above services is demonstrated in GVC's preforma financial statements, copies of which are attached as a confidential exhibit to Mr. Dudley's testimony. GVC is a privately held company, as such its financial statements are confidential and filed under seal. GVC requests confidential treatment of such by the Commission.

3. Managerial Qualifications

GVC possess the managerial qualifications to provide the proposed basic local exchange telecommunications services. The senior management of GVC has extensive experience in telecommunications services provision, and its highly qualified technical staff will ensure that GVC's operations will meet the most demanding standards for service quality and reliability. Brief descriptions of GVC's Officers and Directors' experience in telecommunications are attached as an exhibit to Mr. Dudley's testimony.

4. Technical Qualifications

GVC is technically qualified to provide the proposed local exchange services in the State of Michigan. As mentioned above, the members of GVC's management team have extensive management and telecommunications experience. Since GVC will be providing local exchange service on both a resale and facilities-based basis, GVC will also be able to rely upon the managerial and technical expertise of the incumbent carriers who have been certified and deemed technically and managerially able to provide basic local exchange service by the Commission.

GVC is not currently authorized to provide basic local exchange services in any other state. GVC has also not been denied authority for any of the services for which it seeks a license in this Application.

C. Description of Applicant's Technical, Financial and Managerial Resources and Abilities to Provide Basic Local Exchange Service to all Residential and Commercial Customers Within the Geographic Area of the License.

The Applicant has demonstrated in Section B, above, that it possesses the requisite technical, financial, and managerial resources and abilities to provide all forms of resold and facilities-based local exchange telecommunications services.

GVC seeks a license to provide basic local exchange telecommunications services in the zone and exchange areas throughout the State of Michigan in which Verizon North Incorporated, Verizon North Systems, and SBC Michigan are the incumbent local exchange carriers. A list of the zone and exchange areas GVC proposes to serve, along with a list of the incumbent carriers' zones and exchange maps and descriptions which GVC will be mirroring are included in the Illustrative Tariff, attached as an exhibit to Mr. Dudley's testimony.

The Illustrative Tariff sets forth descriptions, terms, and conditions for GVC's proposed services. GVC intends to provide all forms of facilities-based and resold local exchange services to businesses and residential customers in Michigan. These services include two-way local line/trunks, Centrex, ISDN, and DSL services. GVC also proposes to provide associated local calling (usage) for these access lines, including message rate service for business customers and the required calling options for residential customers. It will also offer, on a resold basis, operator assistance services, lifeline, hearing impaired services, directory assistance and directories, free 900 prefix call blocking, and switched access services. It will also offer intraLATA and interLATA toll services on 1+ and 0+ basis.

Additionally, GVC will implement the procedures necessary to prevent deceptive and unfair marketing practices, and will comply with the applicable Commission service and billing standards. GVC will comply with the applicable intraLATA access requirements of incumbent

local exchange telephone companies and with all other applicable Commission rules, regulations, and standards.

As stated herein, GVC's prices will depend significantly upon its costs, including, in particular, its costs of completing calls through the incumbent carriers' existing networks, which will not be identified until after the conclusion of interconnection negotiations with the incumbent carriers.

D. Demonstration of Applicant's Intent to Provide Service Within One Year From The Date the License is Granted.

As demonstrated in Mr. Dudley's testimony, GVC intends to offer service within one year of the date the license is granted by the Commission. As Mr. Dudley notes, prior to the provision of service in Michigan, several important developments must occur. Among these developments are: the issuance of a license by the Michigan Public Service Commission; successful negotiations of interconnections agreements with the incumbent carriers; successful completion of the installation of any facilities GVC needs to offer regulated basic local exchange service in the State of Michigan; and, the completion and filing of a final tariff with the Commission for GVC's regulated basic local exchange services. Each of these activities may be subject to delay and difficulties beyond the control of GVC.

E. Discussion of the impact of the Application on the public interest.

Both the Michigan Legislature and the United States Congress have determined that it is in the public interest to promote competition in the provision of telecommunications services. As discussed above, the Federal Act was designed to promote increased competition in the telecommunications market. Moreover, the Commission has already determined that the grant of applications for competing licenses to provide basic local exchange services are in the public

interest.¹ The recent experience with the introduction of competition into other telecommunications markets, such as long distance, competitive access, and customer premises equipment, has led to public interest benefits in those markets.

Prior to the enactment of the Federal Act, the Federal Communications Commission (“FCC”) had found ample evidence that competitive provisions of interstate services (both interexchange and access) furthers the public interests.

GVC’s proposed services will provide multiple public benefits by increasing the efficiency of incumbent carriers by providing users of telecommunications services with greater reliability, and by increasing the competitive choices available to the users in the state. Enhancing competition in telecommunications services likely will further stimulate economic development in Michigan. In addition, increased competition will create incentives for lower prices, more innovative services, and more responsive customer service.

Furthermore, the grant for license will not adversely affect the incumbent carriers’ service. As has been the case with other competitive initiatives in Michigan, a grant of the instant authority will have minimal impact on the incumbent. In fact, incumbent providers have benefited from market incentives to improve the efficiency of their operations, and from increased usage of their services due to expansion of the total market spurred by competition and lower prices.

Local exchange service competition will also stimulate the demand for services supplied by all local service carriers, including those of the incumbent carriers. The incumbent carriers

¹ See e.g.: *In the Matter of the Application of MFS Intelenet of Michigan for a License to Provide Basic Local Exchange Service*, MPSC Case No. U-10721, Opinion and Order, May 9, 1995 (“MFS Order”); *In the Matter of the Application of City Signal, Inc. for a License to Provide Basic Local Exchange Service in the Grand Rapids District Exchange*, MPSC Case No. U-10555, Opinion and Order, Oct 12, 1994 (“City Signal Order”).

will have market incentives to improve the efficiency of their operations, and they will benefit from the increased use of their services, due to the expansion of the total market and by their competitively driven prices.

In Michigan, SBC has supported competition in the provision of basic local exchange service. As the Commission noted,

“Ameritech stated [regarding City Signal, Inc.’s application] that its supports full and fair competition in all aspects of the telecommunications industry, including the provision of basic local exchange service. For this reason, Ameritech stated, it supports the granting of a license to City Signal to provide basic local exchange service in the Grand Rapids district exchange. In fact, Ameritech stated that granting City Signal’s application will be an important step in the development of local exchange competition.”
City Signal Order at 12.

GVC has no reason to believe that the incumbent carriers will not be similarly supportive of this application.

Further, as demonstrated above, the grant of this license will provide significant benefits to consumers in terms of carrier choice, price, increased reliability, responsiveness and the introduction of new services. Additionally, as competition has driven telecommunications prices downward, businesses have seen reduction in their operating costs and increases in their sales, which has contributed to the viability of the economy and employment levels.

F. Small and Minority Owned Telecommunications Business Participation Plan.

GVC is a minority-owned telecommunications business. As a minority-owned telecommunications business, GVC recognizes the importance of Section 504 of the MTA, which requires an Applicant to submit a Small and Minority Owned Telecommunications Business Participation Plan, MCL 484.2504. This document is to contain the Applicant’s plan for purchasing goods and services from small and minority owned telecommunications

businesses and information on programs, if any, to provide technical assistance to such businesses. GVC's Small and Minority Owned Telecommunications Business Participation Plan is attached as an exhibit to Mr. Dudley's testimony.

III. GVC FULLY MEETS THE REQUIREMENTS OF SECTION 302(1) OF THE MTA FOR A TEMPORARY LICENSE TO PROVIDE BASIC LOCAL EXCHANGE SERVICE.

GVC further requests the granting of a temporary license to provide basic local exchange service throughout the State of Michigan in the zone and exchange areas in which Verizon North Incorporated, Verizon North Systems, and SBC Michigan are the incumbent local exchange carriers pursuant to Section 301(2) of the MTA, MCL 484.2301(2). Section 301(2) states, "pending the determination of an application for a license the Commission without notice and hearing may issue a temporary license for a period not to exceed one year." Granting GVC a temporary license will allow it to promptly begin the negotiation of interconnection arrangements with the incumbent carriers, which are a necessary prerequisite to GVC's commencement of service in the State of Michigan. GVC will provide basic local exchange service under the temporary license in accordance with the regulatory requirements specified in the MTA. Prior to commencing basic local exchange service under the temporary license, GVC will submit a final tariff reflecting the services that it will offer and identifying the specific zone and exchanges in which it will offer service.

IV. CONCLUSION

GVC has demonstrated that it possesses sufficient technical, financial, and managerial resources and abilities to provide basic local exchange service in the areas requested. GVC has also demonstrated that its exercise of this authority will not adversely affect local exchange prices or network design and that it would not be contrary to the public interest.

WHEREFORE, GVC Networks, LLC respectfully requests that the Commission enter an Order that:

(1) grants GVC Networks, LLC a permanent license to provide basic local exchange service throughout the State of Michigan in the zone and exchanges areas in which Verizon North Incorporated, Verizon North Systems, and SBC Michigan are the incumbent local exchange carriers pursuant to Section 302(1) of the Michigan Telecommunications Act. MCL 484.2302(1);

(2) grants GVC Networks, LLC a temporary license to provide basic local exchange service throughout the State of Michigan in the zone and exchanges areas in which Verizon North Incorporated, Verizon North Systems, and SBC Michigan are the incumbent local exchange carriers pursuant to Section 301(2) of the Michigan Telecommunications Act. MCL 484.2301(2);

(3) grants such additional relief or further relief as may be necessary or appropriate.

Respectfully submitted,

CLARK HILL PLC

By:

Roderick S. Coy (P12290)
Haran C. Rashes (P54883)
Lansing, Michigan Office:
2455 Woodlake Circle
Okemos, MI 48864-5941
(517) 381-9193
(517) 381-0268 Fax

Attorneys For GVC Networks, LLC

Date: July 3, 2003

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of GVC)
Networks, LLC, for a license to provide basic)
local exchange service throughout the state of)
Michigan in the zone and exchange areas served)
by Verizon North Incorporated, Verizon North)
Systems of Michigan, and SBC Michigan.)
_____)

Case No. U-13828

DIRECT TESTIMONY OF KIRKLAND DUDLEY

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. Kirkland Dudley, 21680 Haggerty Road, Suite 101, Northville, Michigan 48167.

3

4 **Q. WHAT IS YOUR POSITION WITH THE APPLICANT?**

5 A. I am the Chairman and Chief Executive Officer of GVC Networks, LLC (hereinafter
6 “GVC” or “Applicant”).

7

8 **Q. WHAT ARE YOUR PRINCIPAL RESPONSIBILITIES WITH GVC?**

9 A. I am responsible for the overall operations of the company.

10

11 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

12 A. I am offering testimony in support of GVC’s Application for a license to provide basic
13 local exchange service throughout the state of Michigan in the zone and exchange areas
14 in which Verizon North Incorporated, Verizon North Systems, and SBC Michigan are the
15 incumbent local exchange carriers (“incumbent carriers”). GVC proposes to provide

1 basic local exchange service on both a reseller and facilities-based basis, as well as
2 provide non-licensed and unregulated telecommunications services on a competitive
3 basis.

4
5 **Q. ARE YOU SPONSORING ANY EXHIBITS IN THIS PROCEEDING?**

6 A. Yes. I am sponsoring exhibits KD-1 (A-___) through KD-5 (A-___).

7
8 **Q. WERE THESE EXHIBITS PREPARED BY YOU OR UNDER YOUR**
9 **DIRECTION AND SUPERVISION?**

10 A. Yes, they were.

11
12 **Q. PLEASE SUMMARIZE THE MAIN SUBJECT AREAS ADDRESSED IN YOUR**
13 **TESTIMONY.**

14 A. My testimony focuses on the following areas of concern to the Michigan Public Service
15 Commission (“MPSC” or “Commission”):

16 a. a description of GVC’s technical, managerial, and financial qualifications
17 to provide telecommunications services in Michigan;

18 b. a demonstration of GVC’s intent to provide service within one year from
19 the date the license is granted;

20 c. The benefits to the public and the industry, and a description of the general
21 types of services GVC proposes to offer in Michigan;

- 1 d. a description of the general types of services that GVC proposes to offer in
2 the State of Michigan; and,
- 3 e. an explanation of GVC's compliance with applicable regulations
4 pertaining to certified communicatively impaired (hearing and voice
5 impaired) telecommunications service, lifeline, minimum calling levels,
6 and 9-1-1 emergency telecommunications service.

7

8 **Q. CAN YOU PLEASE DESCRIBE THE APPLICANT'S GENERAL**
9 **QUALIFICATIONS?**

10 A. GVC is a Michigan limited liability company. GVC was organized on November 7,
11 2002. A copy of GVC's Articles of Organization issued by the Michigan Department of
12 Consumer and Industry Services, Bureau of Commercial Services, Corporation Division,
13 are attached hereto as Exhibit KD-1 (A-___). Current business and network plans call for
14 market entry via resold LEC and IXC facilities. GVC will provide basic local exchange
15 services via the installation of a local switching platform and utilization of a combination
16 of self and third party provided network elements (e.g., interoffice transport, unbundled
17 loops). GVC is not currently providing basic local exchange service. However, GVC
18 has extensive experience in the technical, managerial, and financial aspects of the
19 telecommunications industry.

1 **Q. IS GVC AUTHORIZED TO PROVIDE SERVICES IN ANY OTHER**
2 **JURISDICTIONS?**

3 A. No. GVC has not applied for authorization to provide basic local exchange service in any
4 other jurisdiction. Neither has GVC been denied authority for any of the services for
5 which it seeks authority in this Application.

6
7 **Q. PLEASE DESCRIBE GVC'S MANAGERIAL AND TECHNICAL**
8 **QUALIFICATIONS.**

9 A. GVC possesses the requisite managerial qualifications to provide its proposed local
10 exchange telecommunications services. GVC has assembled an outstanding team of
11 experienced managers and support staff. Descriptions of the telecommunications and
12 managerial experience of GVC's key personnel, who have extensive management,
13 financial, and technical experience, are attached hereto as Exhibit KD-2 (A-___).
14 Applicant is technically qualified to provide the proposed services in the State of
15 Michigan. Applicant's management personnel are well qualified to execute its business
16 plan, having extensive managerial, financial, and technical telecommunications
17 experience as described in Exhibit ALJ-2 (A-___).

18

1 **Q. IN YOUR OPINION, DOES GVC POSSESS SUFFICIENT MANAGERIAL AND**
2 **TECHNICAL RESOURCES AND QUALIFICATIONS TO PROVIDE ALL OF**
3 **THE SERVICES REQUESTED IN ITS APPLICATION TO PROVIDE LOCAL**
4 **EXCHANGE SERVICES IN MICHIGAN?**

5 A. Yes. The senior management of GVC have great depth in the telecommunications
6 industry and offer extensive technical and managerial expertise to GVC pertaining to the
7 telecommunications business.

8

9 **Q. PLEASE OUTLINE APPLICANT'S FINANCIAL QUALIFICATIONS.**

10 A. Applicant is financially qualified to possess a license to provide basic local exchange
11 service. In particular, Applicant has access to the financing and capital necessary to
12 conduct its telecommunications operations as specified in this Application. GVC has the
13 financial support necessary to procure, install and operate facilities on a resold basis and
14 to hire and train the personnel necessary to operate those facilities. GVC's financial
15 strength and ability to offer the above service is demonstrated in GVC's confidential pro
16 forma financial statements, copies of which are attached hereto as Exhibit KD-3 (A-___).
17 GVC is a privately held company, and as such its financial statements and projections are
18 confidential and filed under seal.

19

1 **Q. IN YOUR OPINION, DOES GVC HAVE ADEQUATE ACCESS TO THE**
2 **CAPITAL NECESSARY TO PROVIDE THE PROPOSED LOCAL EXCHANGE**
3 **SERVICES IN MICHIGAN?**

4 A. Yes, it does.

5
6 **Q. DOES GVC'S APPLICATION AND PROPOSED TARIFF CONTAIN AN**
7 **ACCURATE DESCRIPTION OF THE TYPES OF SERVICES THAT IT WILL**
8 **OFFER IN MICHIGAN?**

9 A. Yes. The Application and its GVC's illustrative tariff (attached hereto as Exhibit KD-5
10 (A-___)) accurately describe the types of services that GVC will offer in Michigan. GVC
11 plans to provide resold and facilities-based local exchange and exchange access services.
12 These services include, but will not be limited to:

- 13 • Basic residential exchange services (local exchange flat rate, measured
14 rate service, operator access);
- 15 • Basic business exchange services;
- 16 • Business and residential ancillary services (9-1-1, E-9-1-1, 4-1-1, relay
17 service, directory listing, directory assistance, etc.);
- 18 • Centrex;
- 19 • ISDN;
- 20 • Assignment of new numbers;
- 21 • Number portability;
- 22 • AIN provided features;

- 1 • DID trunks and lines;
- 2 • Interfaces to local exchange carriers' switches

3 In addition to the services listed above, GVC, through interconnection with other carriers,
4 will offer dual-party relay services, 9-1-1 emergency services, directory assistance and
5 operator assisted calls, lifeline, and toll-free calling. GVC may also offer non-regulated
6 telecommunications services, such as Internet Access and Interexchange service.

7

8 **Q. WHAT FACILITIES WILL GVC USE TO PROVIDE THE PROPOSED**
9 **TELECOMMUNICATIONS SERVICES IN MICHIGAN?**

10 A. GVC plans to offer local exchange services and local services utilizing a combination of
11 its own switching facilities and resold local loops and the UNE-P platform. Such
12 services will be provided by utilizing facilities built or acquired by GVC as well as
13 unbundled network elements and other facilities leased from the incumbent carriers. GVC
14 intends to expand its own facilities as economics and necessity demand.

15

16 **Q. WHO WILL BE PROVIDING LOCAL EXCHANGE ACCESS TO SERVICES**
17 **TYPICALLY SUPPLIED BY INCUMBENT CARRIERS?**

18 A. Local exchange provision of service including Directory Assistance, 9-1-1 Emergency
19 Assistance, Emergency Interrupt Service (given significant market demand), and Busy
20 Line Verification (given significant market demand) will be supplied through
21 arrangements with the incumbent carriers. Moreover, the 9-1-1 services will be seamless
22 and transparent to all municipalities and townships offering this emergency service.

1 There will be no customers or public officials and agencies experiencing significant
2 changes or additional costs in relation to the provision of 9-1-1 Emergency Assistance.
3

4 **Q. WILL GVC HANDLE 9-1-1 EMERGENCY TELECOMMUNICATIONS**
5 **SERVICE TRAFFIC IN THE AFFECTED AREAS PURSUANT TO MPSC**
6 **REGULATIONS?**

7 A. Yes. GVC will negotiate arrangements with the incumbent carriers to route the traffic
8 through the LEC's existing tandem switches serving each Public Safety Answering Point
9 ("PSAP"). Upon GVC obtaining additional facilities, GVC will route 9-1-1 traffic
10 through the local switches so that the traffic is routed in the same manner as the
11 incumbent LEC's 9-1-1 traffic. GVC intends to comply with all the applicable laws and
12 regulations. Moreover, Automatic Number Identification ("ANI") and Automatic Line
13 Information ("ALI") will be routed along with the call. Also, GVC will be able to route
14 9-1-1 traffic to one or more PSAP through direct trunks that GVC plans to install.
15 Overall, 9-1-1 traffic will be routed and will meet all Commission requirements. All
16 customers will receive the same delivery of ANI and ALI, and the design of the 9-1-1
17 system standards that exist in the incumbent carrier's systems. Finally, GVC intends to
18 develop procedures to secure the accurate transition of collection and disbursement of 9-
19 1-1 surcharges and network changes that are transparent.
20

1 **Q. WILL GVC PROVIDE BASIC LOCAL EXCHANGE AND TOLL SERVICES IN**
2 **KEEPING WITH THE COMMISSION'S RULES AND THE MICHIGAN**
3 **TELECOMMUNICATIONS ACT?**

4 A. Yes. GVC, in compliance with the Commission's Rules and the Michigan
5 Telecommunications Act, as a provider of basic local exchange service, will offer
6 additional services to its customers including; lifeline service; services for the deaf, hard
7 of hearing, and speech-impaired; intraNPA directory assistance service; free telephone
8 directories; free 900 prefix call blocking; basic local exchange service options for
9 residential customers including a minimum of 400 calls for a flat monthly rate;
10 handicapped persons and persons voluntarily providing services specified in Act 179; and
11 emergency or 9-1-1 service.

12

13 **Q. DOES GVC INTEND TO FOLLOW THE REQUIREMENTS OF THE MPSC**
14 **PERTAINING TO CERTIFIED COMMUNICATIVELY IMPAIRED**
15 **TELECOMMUNICATIONS SERVICES?**

16 A. Yes. GVC intends to implement the requirements of the MPSC pertaining to certified
17 communicatively impaired telecommunications services.

18

19 **Q. DOES GVC INTEND TO COMPLY WITH THE MINIMUM TELEPHONE**
20 **SERVICE STANDARDS SET FORTH BY THE MPSC?**

21 A. Yes. GVC intends to provide the services described above in compliance with the MPSC
22 standards and applicable regulations. Moreover, the competitive nature of the

1 telecommunications industry in Michigan today demands that telephone service be
2 offered in a superior quality to that of our competitors.

3
4 **Q. DOES GVC HAVE A SMALL AND MINORITY OWNED**
5 **TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN PURSUANT**
6 **TO SECTION 504 OF THE MICHIGAN TELECOMMUNICATIONS ACT?**

7 A. Yes we do. In fact, GVC is a minority owned business, so we recognize the importance
8 of having a Small and Minority Owned Telecommunications Business Participation Plan.
9 GVC's Small and Minority Owned Telecommunications Business Participation Plan is
10 attached hereto as Exhibit KD-4 (A-___).

11
12 **Q. WHEN DOES GVC PLAN TO OFFER REGULATED BASIC LOCAL**
13 **EXCHANGE SERVICE IN THE STATE OF MICHIGAN?**

14 A. Before GVC can offer regulated basic local exchange service in the state of Michigan,
15 several important developments must occur. Among these developments are: the
16 issuance of a license by the Michigan Public Service Commission; successful negotiation
17 of interconnection agreements with the incumbent carriers; successful completion of the
18 installation of any facilities GVC needs to offer regulated basic local exchange service in
19 the state of Michigan; and the completion and filing of a final tariff with the Commission
20 for GVC's regulated basic local exchange service. Each of these activities may be
21 subject to delay and difficulties beyond the control of GVC.

1 **Q. IF EACH OF THESE PREREQUISITES WERE TO BE COMPLETED IN A**
2 **TIMELY FASHION, WITHOUT DELAY, WHEN WOULD GVC COMMENCE**
3 **OFFERING REGULATED BASIC LOCAL EXCHANGE SERVICE IN THE**
4 **STATE OF MICHIGAN?**

5 A. It is GVC's intention to offer regulated basic local exchange service in Michigan within
6 one year of the Commission's issuance of a license to GVC.
7

8 **Q. IS GVC'S APPLICATION CONSISTENT WITH SERVING THE PUBLIC**
9 **INTEREST IN THE PROVISION OF TELECOMMUNICATIONS**
10 **CUSTOMERS?**

11 A. Absolutely. The Commission's grant of this license is in the public interest because
12 residential and business consumers of telecommunications services in SBC's Michigan
13 and Verizon's Michigan service territory will receive increased choice, improved quality
14 of service, and heightened opportunities to obtain improved technology in their homes
15 and businesses. Market incentives for new and old telecommunications providers in
16 Michigan will be improved greatly through an increase in the diversity of suppliers and
17 competition within the local exchange telecommunications market. Consistent with the
18 MPSC's intent to aid in the development of a competitive telecommunications
19 environment in Michigan, the granting of a certificate of authority to provide local
20 exchange service will offer increased efficiency to the State's telecommunications
21 infrastructure through greater reliability of services and an increase in competitive
22 choices. These points are highlighted in GVC's Application in this case.

1

2 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

3 A. Yes it does.

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of GVC)
Networks, LLC for a license to provide basic)
local exchange service throughout the state of)
Michigan in the zone and exchange areas served)
by Verizon North Incorporated, Verizon North)
Systems of Michigan, and SBC Michigan.)
_____)

Case No. U-13828

DIRECT TESTIMONY OF KIRKLAND DUDLEY

EXHIBITS

Exhibit KD-1 (A-___)	Articles of Organization
Exhibit KD-2 (A-___)	Brief Biographies of Key Management and Technical Personnel
Exhibit KD-3 (A-___)	Financial Qualifications
Exhibit KD-4 (A-___)	Small and Minority-Owned Telecommunications Business Participation Plan
Exhibit KD-5 (A-___)	Illustrative Tariff

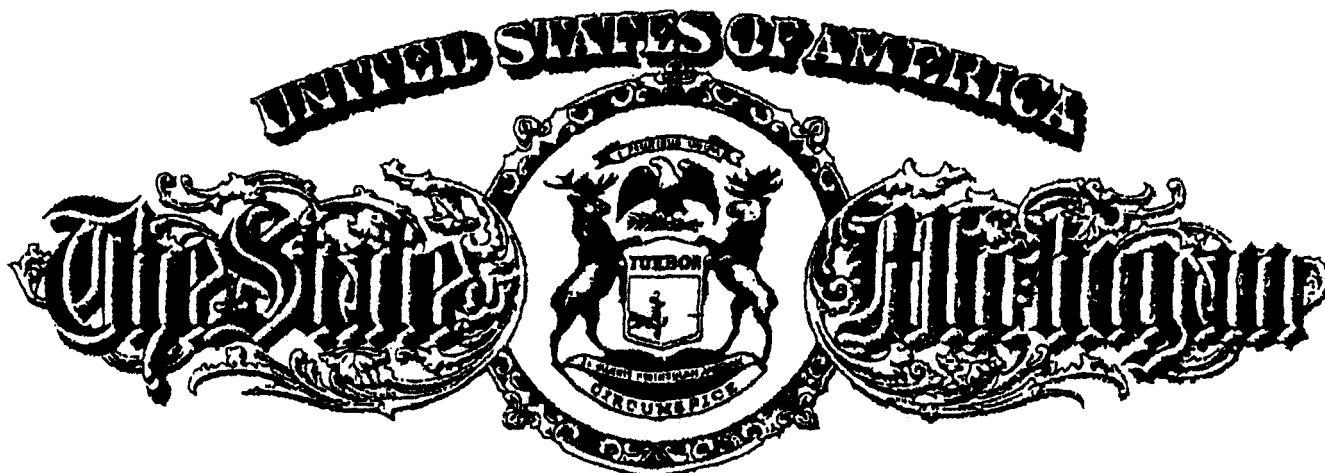
MPSC CASE NO. U-13828

GVC NETWORKS, LLC

DIRECT TESTIMONY OF KIRKLAND DUDLEY

EXHIBIT KD-1 (A-___)

ARTICLES OF ORGANIZATION



Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify That

GVC NETWORKS, LLC

a Michigan limited liability company, was formed on November 7, 2002.

I FURTHER CERTIFY that a Certificate of Dissolution has not been filed and the Articles of Organization are in full force and effect as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by Facsimile Transmission
B5518G

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 07th day of November, 2002

Andrew S. Smith, Director

Bureau of Commercial Services

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES		
Date Received	(FOR BUREAU USE ONLY)	
This document is effective on the date filed. Unless a subsequent effective date within 90 days after received date is stated in the document.		
Name	Tedra Dudley	
Address	19184 Bratton Drive	
City	State	ZIP Code
Detroit	MI	48223
		Effective Date:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

B

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: GVC Networks, LLC.

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

- The street address of the location of the registered office is:
19184 Bratton Drive Detroit, Michigan 48223
(Street Address) (City) (ZIP Code)
- The mailing address of the registered office, if different than above:
_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)
- The name of the resident agent at the registered office is: Tedra Dudley

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

This limited liability company will have centralized management and be managed by one or more managers.

Signed this 1st day of May 2002
By Tedra Dudley
(Signature)
Tedra Dudley
(Type or Print Name)

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

GVC NETWORKS, LLC

ID NUMBER: B5518G

received by facsimile transmission on November 6, 2002 is hereby endorsed

Filed on November 7, 2002 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7th day of November, 2002.

A handwritten signature in black ink, appearing to read "Andrew S. Mitchell".

, Director

Bureau of Commercial Services

MPSC CASE NO. U-13828

GVC NETWORKS, LLC

DIRECT TESTIMONY OF KIRKLAND DUDLEY

EXHIBIT KD-2 (A-___)

BRIEF BIOGRAPHIES OF KEY MANAGEMENT AND TECHNICAL PERSONNEL

GVC NETWORKS, LLC
BRIEF BIOGRAPHIES OF KEY MANAGEMENT AND TECHNICAL PERSONNEL

Page 1 of 8

DIRECTORS

Kirkland Dudley, Chairman and Chief Executive Officer

Kirkland Dudley is Chairman of GVC Networks Holding and founder of subsidiary GVC Networks. As founder of GVC Networks, Mr. Dudley is implementing his vision for a minority-owned telecommunications network providing access to services to underserved urban markets. Mr. Dudley's two decades of experience in telecommunications began with outside plant construction and design of communication infrastructures in California, Georgia, and Michigan. His business savvy quickly helped him garner relationships with Fortune 500 companies and soon thereafter developed into distribution partnerships with industry leaders IBM, Digital Equipment, and Ameritech.

Prior to forming GVC Networks, Mr. Dudley was President, and Co-founder of Global Vision Technologies (GVT), a \$50 million dollar network and infrastructure company. At GVT Mr. Dudley was responsible for network operations. In that position he designed and implemented network communication infrastructures for Pontiac School District, Pontiac, Michigan, and Detroit Public Schools. During Mr. Dudley's leadership in network operations, GVT created a multi million-dollar partnership with utility giant Detroit Edison. In addition Mr. Dudley secured equipment partner relationships with Siemens, Fujitsu, 3COM and IBM.

As a University of Michigan student, Mr. Dudley pursued a degree in Business Administration. In addition, he successfully completed a rigorous Executive Management Marketing and Business Administration program at the Wharton School of Business.

Scott Aschenbrenner, President

Scott Aschenbrenner is President of Network Global Services for GVC Networks and is responsible for strategic planning, product development and deployment, and acquisition strategy. Before his transition to GVC Networks, Mr. Aschenbrenner held a distinguished career in the telecommunications industry as a senior level executive in operations, manufacturing, and information technology. During his 11-year career at Electro Wire/Alcoa Fujicara, Mr. Aschenbrenner ascended through the ranks to Chief Technology Officer (CTO) of the newly acquired company. In his role as CTO he managed 14 manufacturing facilities in four countries and implemented new IT business practices, including strategic planning, and logistics.

Afterwards, Mr. Aschenbrenner joined national auto supplier, Nationwide Auto Transport Co. as a consultant and in a three year period, reorganized the company structure and hiring practices, reengineered the IT division, and returned the company back to profitability within 14 months. Mr. Aschenbrenner also served as City Manager, Michigan, for Pioneer Standard. As City

GVC NETWORKS, LLC
BRIEF BIOGRAPHIES OF KEY MANAGEMENT AND TECHNICAL PERSONNEL

Page 2 of 8

Manager, Mr. Aschenbrenner handled clients such as Federal Mogul, Amway, Ford Motor Company, and Kellogg's.

Robert Charles, Director

Mr. Charles served as Executive Vice President of Financial Services for Ford Motor Company. In addition, Mr. Charles was partner of Computer Sciences Corporation (CSC) Index in London, UK, and New York, and served as president of Advanced Device Corporation, Dallas, Texas. Mr. Charles has also held executive positions with Bain and Company, Exxon Corporation, and Chase Manhattan Bank and has worked extensively in North and South America, Europe and South East Asia.

Mr. Charles also founded North Star Advisors, a consulting company that focuses on management consultant services for healthcare, high tech, manufacturing, and professional service industries. Mr. Charles has a MBA from Harvard Graduate School of Business, an AB from Dartmouth College, and attended La Universidad de Granada in Spain and St. Alban's National Cathedral School for Boys.

Tedra Butler Dudley, Director

With over 15 years of experience in television programming, marketing, promotion, and information technology, Ms. Dudley's efforts have enabled her to push through the doors of many blue chip companies. Companies such as IBM, Ameritech, Siemens, Comcast, Fujitsu, Disney, HBO, Nickelodeon, Black Entertainment Television, ABC's Good Morning America, General Motors, Jaguar Cars, and DTE Energy have all benefited from Ms. Dudley's staunch professionalism as she worked to promote their missions.

In addition Ms. Dudley is very active in community affairs and works with organizations such as the Rainbow/PUSH Coalition, the United Negro College Fund, Dance Theatre of Harlem, American Business Women's Association, the Detroit Institute of Arts, and Detroit Public Schools. Ms. Dudley has a BA in Communications from the University of Michigan with minors in Business and Psychology and is pursuing a Doctorate of Philosophy in Developmental Psychology.

GVC NETWORKS, LLC
BRIEF BIOGRAPHIES OF KEY MANAGEMENT AND TECHNICAL PERSONNEL

Page 3 of 8

Robert (“Hal”) Turner, Director

Chairman of the Board & Chief Executive Officer, Turner Telecom Holdings Group, LLC

Mr. Robert (“Hal”) Turner has provided Value Creation Services to the global wireless, telecommunications, technology, and software industries since 1977. Notable highlights include:

Chairman, Group Chief Executive Officer and Managing Director of Davnet Limited, having initially served as Group Chief Operating Officer. Prior to joining Davnet, Mr. Turner was recruited to New World Telephone Limited in Hong Kong to serve as Chief Executive Officer of the new company to be formed after the acquisition of New World Telephone's FTNS (Fixed Telecommunication Network Services) assets by its then management and investors.

Since beginning his career in telecommunications in 1977 with AT&T, Mr. Turner has held a number of positions of increasing responsibility, including President and Chief Operating Officer of BellSouth Communications Inc. Mr. Turner also served as President and Chief Executive Officer of TeleZone Corporation, a Canada based PCS provider. There, Mr. Turner successfully led the negotiations between TeleZone and its strategic partner AirTouch Communications Inc., and Bell Atlantic Corporation. Prior to TeleZone, Mr. Turner served as President and Chief Executive Officer of PTT Telecom Netherlands, US, Inc. where he established the Company's American subsidiary and set the strategy for its international ventures. Following, Mr. Turner served as President and Chief Executive Officer of EON Corporation, a US nationwide operator of wireless Interactive Video and Data Services (IVDS), where he successfully repositioned EON from a technology developer to an operator of wireless services.

Mr. Turner is a Board of Directors member for several technology companies.

MANAGEMENT

Scott Aschenbrenner, President

Scott Aschenbrenner is President of Network Global Services for GVC Networks and is responsible for strategic planning, product development and deployment, and acquisition strategy. Before his transition to GVC Networks, Mr. Aschenbrenner held a distinguished career in the telecommunications industry as a senior level executive in operations, manufacturing, and information technology. During his 11-year career at Electro Wire/Alcoa Fujicara, Mr. Aschenbrenner ascended through the ranks to Chief Technology Officer (CTO) of the newly acquired company. In his role as CTO he managed 14 manufacturing facilities in four countries and implemented new IT business practices, including strategic planning, and logistics.

GVC NETWORKS, LLC
BRIEF BIOGRAPHIES OF KEY MANAGEMENT AND TECHNICAL PERSONNEL

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Afterwards, Mr. Aschenbrenner joined national auto supplier, Nationwide Auto Transport Co. as a consultant and in a three year period, reorganized the company structure and hiring practices, reengineered the IT division, and returned the company back to profitability within 14 months. Mr. Aschenbrenner also served as City Manager, Michigan, for Pioneer Standard. As City Manager, Mr. Aschenbrenner handled clients such as Federal Mogul, Amway, Ford Motor Company, and Kellogg's.

Gerry Young, Chief Financial Officer

Gerry Young is the Chief Financial Officer of GVC Networks. In this role, Gerry has responsibility for all financial planning, accounting, treasury, billing, and profitability control for the company.

Gerry has over twenty years of senior financial management experience in telecommunications. His last positions before joining Global Vision were as Chief Financial Officer and Senior Vice President, Corporate Development for ACN Europe B.V., an Amsterdam-based subsidiary of a US telecomm company. Prior to that, Gerry held senior financial positions at Southern Pacific Communications (now Sprint Corporation), Allnet, Frontier, and Global Crossing. He has also served as Chief Financial Officer for two US companies. In addition to general management experience at the CFO level, he has intensive and successful experience managing such functions as corporate development, mergers and acquisitions, profitability improvement, human resources, IT, and international projects.

Gerry holds a bachelor's degree in Chemical Engineering and an MBA, with a concentration in finance, from Oregon State University. He has taught financial management at the university level.

Dwayne Logan, Chief Operating Officer

Dwayne Logan joins GVC Networks as Chief Operating Officer and is responsible for the daily operations of the company's telecommunications business units: customer care, sales, product placement, and nationwide infrastructure. Mr. Logan brings over 17 years of experience in telecommunication projects. His leadership skills in the areas of wireless communication, IT, sales management, staff motivation, operations, marketing, and finance have landed him top billing at phone giants such as MFS, MCI / WorldCom and WinStar.

Mr. Logan has served in senior executive level positions and was part of the original team that built MFS Communications (first nationally recognized Competitive Local Access Exchange Company competing against 7 powerful Regional Bell Companies) into a telecommunications

GVC NETWORKS, LLC
BRIEF BIOGRAPHIES OF KEY MANAGEMENT AND TECHNICAL PERSONNEL

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giant. Mr. Logan was also responsible for developing profitable business divisions (including a European Division) for MFS.

In his role at WinStar Communications Mr. Logan was responsible for all profit and loss related to sales, marketing, operations, construction, real estate, service & installation across 10 states. In addition he led explosive growth initiatives that culminated with increased revenue in excess of \$290 million. Mr. Logan holds a BS degree from the University of Maryland and has completed coursework towards an MBA from Georgetown University.

Anne Carter, Vice President Human Resources

As Vice President of Human Resources for GVC Networks, Anne Carter administers a wide variety of HR programs including employee and labor relations; job classifications; compensation; recruitment; benefits; workers' compensation; employee training and professional development; affirmative action and equal opportunity; records and human resource information systems.

Ms. Carter brings over thirty years of experience in telecommunications to GVC. Anne began her career with Michigan Bell Telephone Company which later became Ameritech of Michigan. Her career has included assignments in Management Training, Personnel, Service Order Provisioning, Customer Billing/Support and other departments. Anne's management roles have centered primarily on the introduction of regional and company-wide systems, products and services to the user community. Her primary assignments were to direct large inter-departmental projects. Anne retired from Ameritech in 1993, joining GlobalView Technologies as Vice President, Human Resources, where she worked for nine years prior to joining GVC.

Since 1996, Ms. Carter has also worked with WHC & Associates as a consultant in the areas of Human Resource Policies and Procedures, Training, and Government Compliance Audits. In addition, Anne has served on the Board of Directors for the National Association of Women Business Owners (NAWBO) since 2001.

Anne holds a degree in Management of Human Resources from Spring Arbor College.

Dave Popeney, Director, Strategic Development

Dave Popeney is Director of Strategic Development for GVC Networks. He is an accomplished corporate strategist with over seventeen years experience delivering revenue, profit, and performance improvements within high-tech industries. In this role, Dave shapes the corporation's strategic direction, manages the company's business development activities, and

GVC NETWORKS, LLC
BRIEF BIOGRAPHIES OF KEY MANAGEMENT AND TECHNICAL PERSONNEL

Page 6 of 8

oversees the design, development, and implementation of integrated products that leverage the corporation's assets and serve emerging customer needs.

Previously, Dave served as Chief Technology Officer of Big Net Holdings, a regional internet and telecommunications provider, where he directed all aspects of information technology, network engineering, network operations, sales engineering, and acted as President of MichTel, the CLEC voice services division. Among other initiatives, Dave spearheaded the reengineering of the ISP network infrastructure which cut network expenses over 60%.

Before working at Big Net, Dave was Director, Strategy & Business Planning, for Frontier Communications and later for Global Crossing where he conducted long-range product strategy and business development for eBusiness product offerings. In this capacity, he performed competitive analysis and due diligence on proposed investments targeting various technologies and internet markets including Unified Messaging, Voice over IP, Voice over DSL, and Advanced Intelligent Network voice services such as Toll-free and call center applications. Dave was one of the original four founders of the "NextGen" VoIP movement within Frontier and he helped guide the creation of the NextGen cross-functional team which later grew to over 200 members.

Prior to Frontier, Dave served at WAN software developer Automated Programming Technologies as a Sales Manager selling to Fortune 1000 clients, and later as National Accounts Manager building strategic partnerships with international integrators and VARs to create new distribution channels for APT's software solutions.

In addition, Dave served for seven years in various positions of increasing responsibility at Unisys Corporation, primarily in data center operations, system performance, capacity planning, capital budgets, and disaster recovery planning.

Dave holds a Bachelor of Science in Computer Science/Mathematics degree from Central Michigan University.

Greg Pendergrast, Director of Information Technology

Greg Pendergrast is the Director of Information Technology for GVC Networks. Greg's responsibility is managing the life cycle of all IT functions. This ranges from providing platforms for the provisioning of Network Elements, transferring billing files from those Network Elements, to creating new telephony products, minimizing fraud, attrition, managing employee hardware and software tools, etc.

Greg brings over 20 years of Telecommunications and IT experience to GVC Networks. Most recently, Greg spent the last 15 years at Global Crossing Communications (formerly Frontier and

GVC NETWORKS, LLC
BRIEF BIOGRAPHIES OF KEY MANAGEMENT AND TECHNICAL PERSONNEL

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Allnet) where he managed software development teams that specialized in the rapid prototyping and delivery of new products and services. Prior to that, Greg spent five years in increasing positions at World Computer Corporation (now owned by EDS) working on projects such as ensuring regulatory compliance for Library of Congress applications and ATM Network drivers for Quantum Network.

During his career, Greg has created and managed many products and services that were considered industry innovations at their time of introduction such as products that allow internal and external customers the ability to change the routing of their toll-free services via voice response units, make PIN-authenticated calls, and the provisioning and call control of next generation VoIP/TDM telephony platforms. Greg's teams have also been instrumental in the creation of web-enabled customized reporting and the collection of millions of billing records from class 4/5 and next generation telephone switches.

The QoS provided by Greg has earned him many awards and recognition from his peers as one of those "Best of Breeds."

David E. LaGrande, General Manager, Michigan

David E. LaGrande is the General Manager for the state of Michigan. He brings over 26 years of sales and sales management experience in the telecommunications industry. In this role, David will be responsible for sales, sales engineering, project managers, operations and some technical support as well as the overall profit and loss for the Michigan operation.

In his last position, David was one of the top sales & revenue producers for Clover Technologies Inc. the last 2 years serving as Senior Sales Consultant selling infrastructure cabling, data networks, video webcasting, streaming and conferencing solutions along with professional service offerings.

Before Clover he was one of the top sales reps in the country with Siemens Information & Communications for 3 ½ years, marketing PBX's, data networking solutions, wireless, and directory service solutions to several vertical markets.

Prior to Siemens, David was the top sales rep in the country 3 years running for Fujitsu Business Communications Systems and a Presidents Club winner 6 of 7 years, selling large PBX networks, video conferencing, call accounting systems, wireless solutions, IVR's , ATM and SONET networks.

Before coming to Fujitsu he was Sales Manager and top sales rep for WilTel Communications for 4 years, selling PBX networks, local & long distance service, maintenance services, and video conferencing solutions.

GVC NETWORKS, LLC
BRIEF BIOGRAPHIES OF KEY MANAGEMENT AND TECHNICAL PERSONNEL

Page 8 of 8

Before moving to WilTel, David was one of the top ten sales reps and sales managers in the country for 6 ½ years for Motorola Communication Systems, selling two-way communications systems and networks to state & local government, education and healthcare in the Detroit metro area. Prior to Motorola David worked as sales rep and selling sales manager for Burroughs Corporation (now Unisys) selling computers to the City of Detroit, State of Michigan and all of the large government, education and healthcare institutions throughout southeastern Michigan for 3 ½ years.

David has been a Presidents Club winner for 20 of his 26 years in sales both as a rep and sales manager.

David brings a wealth of experience in telecommunications as a top performer and very successful sales management career and a strong network of clients and business associations that will help in this new endeavor.

David holds a Bachelor of Business Administration in Business Management degree from Northwood University.

MPSC CASE NO. U-13828

GVC NETWORKS, LLC

DIRECT TESTIMONY OF KIRKLAND DUDLEY

EXHIBIT KD-3 (A-___)

CONFIDENTIAL FINANCIAL QUALIFICATIONS

FILED UNDER SEAL

MPSC CASE NO. U-13828

GVC NETWORKS, LLC

DIRECT TESTIMONY OF KIRKLAND DUDLEY

EXHIBIT KD-4 (A-___)

SMALL AND MINORITY OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN

SMALL AND MINORITY-OWNED
TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

Prepared pursuant to 1995 PA 216, Section 504

by

GVC NETWORKS, LLC

STATEMENT OF PURPOSE

GVC Networks, LLC (“GVC”) as a responsible corporate resident of the State of Michigan, will seek to the maximum extent feasible to purchase goods and services from small and minority-owned telecommunications businesses, and to provide, to the maximum extent feasible, technical assistance to such businesses. The extent of GVC’s ability to purchase the goods and services of small minority-owned telecommunications businesses depends upon their availability in GVC’s service territory as well as business considerations such as pricing, inventory, quality and turnaround time on orders.

GVC’s goal shall be the full and equal participation of such businesses as defined by the Michigan Department of Management and Budget. GVC shall strive to achieve the purchase of a percentage of the total annual need for its operations of goods and/or services from small and minority-owned telecommunications businesses as defined by the Michigan Department of Management and Budget, which is equal to the percentage of small and minority-owned telecommunications suppliers doing business in the GVC service territory, providing such goods and/or services are offered on a market competitive basis.

This plan is a statement of objectives and is not intended to create any legal obligation of GVC or any of its parent companies, subsidiaries, or affiliates, to any person.

PARTICIPATION PLAN

GVC will advise all personnel of the existence of the plan and of the Company’s goals established in the plan.

GVC will designate an employee to have the responsibility of developing policies and procedures to allow for the success of GVC’s efforts to purchase goods and services from small and minority-owned telecommunications businesses.

GVC will establish targets to strive for in connection with reaching the annual goal of purchasing the established percentage of goods and services from small and minority-owned telecommunications businesses.

GVC will adopt a system for identification of small and minority-owned businesses, and develop a resource list of small and minority-owned businesses in GVC’s service territory. Specifically, GVC will prepare a form designed to determine the qualifications of any business with respect to their status as a small or minority-owned telecommunications business. GVC

will notify, to the extent practicable, such businesses of the existence of this Plan. GVC will invite bids, or issue requests for proposals, or otherwise solicit offers and bids from such businesses.

GVC will periodically review its practices under this plan and its goals established in the plan.

GVC will exercise diligence and sensitivity to ensure that opportunities to small and minority-owned telecommunications businesses for doing business with GVC are equivalent to those provided to those entities which are not small and/or minority-owned.

GVC has or will develop an Equal Employment Opportunity plan to achieve the same and similar goals as this plan.

GVC will provide technical assistance to any small or minority-owned telecommunications business requiring interconnection to any future GVC network, and will provide technical assistance to such businesses offering telecommunications goods and services to the extent feasible. GVC will inform such businesses of the availability of such assistance.

MPSC CASE NO. U-13828

GVC NETWORKS, LLC

DIRECT TESTIMONY OF KIRKLAND DUDLEY

EXHIBIT KD-5 (A-___)

ILLUSTRATIVE TARIFF

GVC NETWORKS, LLC.

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

**ILLUSTRATIVE
TARIFF**

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-13828
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Kirkland Dudley—Chairman and Chief Executive Officer
21680 Haggerty Road, Suite 101, Northville, Michigan 48167

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ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-13828
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ISSUED BY: Kirkland Dudley—Chairman and Chief Executive Officer
21680 Haggerty Road, Suite 101, Northville, Michigan 48167

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ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-13828
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Kirkland Dudley—Chairman and Chief Executive Officer
21680 Haggerty Road, Suite 101, Northville, Michigan 48167

CHECK SHEET

The pages of this tariff, as listed below, are effective as of the date shown. Sheets with the effective date blank are effective as of _____, the original effective date of this tariff. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<u>SECTION</u>	<u>PAGE</u>	<u>REVISION</u>	<u>EFFECTIVE DATE</u>
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[Check sheets will be added to final tariff]

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-13828
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Kirkland Dudley—Chairman and Chief Executive Officer
21680 Haggerty Road, Suite 101, Northville, Michigan 48167

**EXPLANATION OF SYMBOLS, REFERENCE
MARKS, AND ABBREVIATIONS OF TECHNICAL
TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- N To signify new rate or regulation.
- R To signify reduced rate.

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-13828
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Kirkland Dudley—Chairman and Chief Executive Officer
21680 Haggerty Road, Suite 101, Northville, Michigan 48167

APPLICATION OF TARIFF

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

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-13828
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Kirkland Dudley—Chairman and Chief Executive Officer
21680 Haggerty Road, Suite 101, Northville, Michigan 48167

SECTION 1 - DEFINITIONS

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

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

Business Customer - A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Company - Used throughout this tariff to refer to GVC Networks, LLC, unless otherwise clearly indicated by the context.

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

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

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

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

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

ISSUED UNDER AUTHORITY OF M.P.S.C. ORDER DATED _____, IN CASE NO. U-13828
ISSUED: _____ EFFECTIVE: _____

ISSUED BY: Kirkland Dudley—Chairman and Chief Executive Officer
21680 Haggerty Road, Suite 101, Northville, Michigan 48167

SECTION 1 – DEFINITIONS, CONT'D

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

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

Switched Access - A method for reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

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ISSUED BY: Kirkland Dudley—Chairman and Chief Executive Officer
21680 Haggerty Road, Suite 101, Northville, Michigan 48167

SECTION 2 - REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with the provision of an access line and usage within a local calling area for the transmission of high quality, 2-way interactive switched voice or data communications between points within the State of Michigan.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.3 Terms and Conditions

- (A) Business Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) Business Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Business Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Business Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.3 Terms and Conditions, cont'd.

- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Michigan regardless of its choice of laws provision.
- (F) No other telecommunications provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve the company's employees.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Liability of the Company, cont'd.

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

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Liability of the Company, cont'd.

- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.**

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SECTION 2 - REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.5 Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance.

The Company will perform adequate scheduling so as to provide service to a customer at a mutually agreed upon time. On a monthly basis, 90% of the commitments to customers with respect to the date of installation of primary basic local exchange service shall be met. The Company will take corrective action if the rate of met commitments falls below 90% for 3 consecutive months. Customer-caused delay or customer-missed appointments will not be figured into the rate of met commitments.

Calls requesting local directory assistance shall be answered within 10 seconds. The Company will take corrective action if its average answer time per month for local directory assistance calls is more than 10 seconds for 3 consecutive months.

The Company will maintain service so that the average monthly rate of initial customer trouble reports in any wire center area is not more than 6 per 100 access lines per month, exclusive of all of the following: (a) Reports concerning interexchange calls. (b) Trouble found in equipment that is not the provider's. (c) Nonregulated customer premises equipment or inside wiring. For the purpose of administering this rule, each party line customer shall be considered to have 1 local access line. Multiple trouble reports that are attributable to a common cause or defect shall not be aggregated. Rather, a separate report shall be counted for each customer line reported in trouble. A provider shall take corrective action if a customer trouble report rate is more than 6 per 100 access lines per month in a wire center area for 3 consecutive months.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (C) The Company may substitute, change or rearrange any equipment or facility at reasonable times, but shall not thereby alter the technical parameters of the service provided the Customer.
- (D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided by the Company.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.6 Provision of Equipment and Facilities, cont'd.

- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

- (F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or

 - (2) the reception of signals by Customer-provided equipment.

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SECTION 2 - REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

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

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SECTION 2 - REGULATIONS, CONT'D.

2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require business applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Michigan Public Service Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 - REGULATIONS, CONT'D.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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SECTION 2 - REGULATIONS, CONT'D.

2.3 Obligations of the Customer, Cont'd.

2.3.1 General, cont'd.

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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SECTION 2 - REGULATIONS, CONT'D.

2.3 Obligations of the Customer, Cont'd.

2.3.1 General, cont'd.

- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 - REGULATIONS, CONT'D.

2.3 Obligations of the Customer, Cont'd.

2.3.2 Claims

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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SECTION 2 - REGULATIONS, CONT'D.**2.4 Customer Equipment and Channels - Business Customers****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment on the Business User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Business User. The Business User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

- (B) The Business Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Business Customer's expense.

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SECTION 2 - REGULATIONS, CONT'D.

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

2.4.3 Interconnection of Facilities

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

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

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SECTION 2 - REGULATIONS, CONT'D.

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

2.4.4 Inspections

- (A) Upon suitable notification to the Business Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Business Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Business Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Business Customer must take this corrective action and notify the Company of the action taken. If the Business Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements

2.5.1 Nondiscriminatory Service

The Company will not discriminate against nor penalize a customer for exercising a right granted under this section or under applicable law. The Company will provide all services described under this tariff in compliance with the following:

- (A) The Company will not make a statement or representation, including an omission of material information, regarding the rates, terms, or conditions of providing a basic local exchange service that is false, misleading, or deceptive.
- (B) The Company will not charge a customer for a subscribed service for which the customer did not make an initial affirmative order. Failure to refuse an offered or proposed service is not an affirmative order for the service.
- (C) If a customer cancels a service, the Company will not charge the customer for service provided after the effective date that the service was canceled.
- (D) The Company will not state to a customer that basic local exchange service will be shut off unless the customer pays an amount that is due in whole or in part for an unregulated service.

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SECTION 2 - REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd****2.5.2 Payment for Service****(A) Facilities and Service Charges**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(B) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.5.3 Billing and Collection of Charges

- (A) The Company shall render a bill during each billing period to every Customer. The billing period shall be monthly.
- (B) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- (C) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd

2.5.3 Billing and Collection of Charges, Cont'd

- (D) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- (E) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (F) If service is disconnected by the Company in accordance with Section 2.5.6 and later restored, restoration of service will be subject to all applicable restoration and installation charges.

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SECTION 2 - REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd****2.5.3 Billing and Collection of Charges, Cont'd**

- (G) The date of rendition of the Company's bill for basic local exchange service shall be the date of physical mailing of the bill by the Company. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other day when the offices of the provider regularly used for the receipt of payment of customer bills are not open to the general public, then the final payment date shall be extended through the next business day. The date of payment of remittance by mail is 2 days before receipt of the remittance.
- (H) At a minimum, each Residential Customer bill rendered by the Company shall clearly state all of the following information:
- (1) The beginning and ending dates of the billing period.
 - (2) The due date.
 - (3) Any previous balance.
 - (4) The telephone number for which the bill is rendered.
 - (5) The total amount due for basic local exchange service and regulated toll service.
 - (6) An itemized statement of all taxes due.
 - (7) The total amount due.
 - (8) The statement that rate schedules for basic local exchange service are available and will be mailed by the provider upon request at no cost to the customer.
 - (9) The address and telephone number of the provider, designating where the customer may initiate an inquiry or informal complaint regarding the bill as rendered or the service provided.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd

2.5.3 Billing and Collection of Charges, Cont'd

- (I) Unless otherwise specified by the Customer, if partial payment of a bill is made, then the Company shall first credit the partial payment to basic local exchange service and regulated toll service.

- (J) Not later than 15 days after the completion of an order for new service or a change in existing service that results in a billing change, the Company shall send to the Residential Customer a written itemized statement of the services ordered, including all associated charges.

- (K) A Residential Customer shall have the right, within 1 billing period of receiving a bill for new services or changed services, to cancel, reduce, or modify a service or a portion of a service without further service charge.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.4 Advance Payments

The Company may require the prepayment of 1 billing period's charges for basic local exchange service as a condition of service. If a Residential Customer's basic local exchange service is subject to usage-sensitive pricing, then the prepayment permitted by this rule shall not be more than the average of charges for similar services purchased in the Residential Customer's exchange during the most recent calendar year for which data are available. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 2 - REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd.****2.5.5 Deposits**

- (A) To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges, except as stated in (E) below. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed \$150.00 per access line.
- (B) A deposit may be required in addition to an advance payment.
- (C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.
- (D) Simple interest on deposits will accrue at a rate equal to the rate paid on United States savings bonds, series EE.
- (E) No deposit will be charged for lifeline customer that voluntarily elects to receive toll blocking service.
- (F) The Company will not require a cash deposit or other guarantee as a condition of obtaining basic local exchange service, unless the prospective customer refuses to produce identification that can be readily and inexpensively verified or if the prospective customer has a history of payment default within the past 60 months for telecommunication services.
- (G) The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

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SECTION 2 - REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd.****2.5.6 Discontinuance of Service****Part I – Business Customers**

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by providing the requisite prior written notice to the Business Customer, discontinue or suspend service without incurring any liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Business Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Business Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Business Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Business Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service to Business Customers without incurring any liability.
- (F) In the event of fraudulent use of the Company's network by Business Customers, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.

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SECTION 2 - REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd.****2.5.6 Discontinuance of Service, cont'd.****Part I – Business Customers, cont'd**

- (G) Upon the Company's discontinuance of service to the Customer under Section 2.5.6(A) or 2.5.6(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

Part II – Residential Customers

- (A) The Company may shut off basic local exchange service to a Residential Customer for one or more of the following reasons:
- (a) Nonpayment of a delinquent account for basic local exchange service;
 - (b) Nonpayment of a delinquent account with a delinquent balance of \$150 or more for basic local exchange service and regulated toll service in the name of the customer;
 - (c) Maintaining a delinquent balance of \$125 or more for three consecutive months for basic local exchange service and regulated toll service;
 - (d) Unauthorized tampering or interference with facilities and equipment owned by a provider of basic local exchange service that are situated on or about the customer's premises.
 - (e) Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement;
 - (f) Misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.6 Discontinuance of Service, cont'd.

Part II – Residential Customers, cont'd

(A) Cont'd

- (g) A violation of a tariff provision of the provider of basic local exchange service that is on file with or approved by the Michigan Public Service Commission that adversely affects the safety of the customer or other persons or the integrity of the provider's basic local exchange system;
- (h) Any other unauthorized use or interference with basic local exchange service, including improper use of a party line service by denying other customers on the line an equitable proportionate use of the service.

- (B) Notwithstanding any other provision of this tariff, the Company will postpone the shutoff of basic local exchange service and regulated toll service to a Residential Customer for not more than 15 days if the customer produces a physician's certificate stating that the current mental or physical condition of the customer, a member of the customer's family, or another permanent resident of the premises where service is rendered who is suffering from an existing mental illness or medical condition will be endangered by a shutoff of service. The certificate shall identify the mental illness or medical condition of the customer, the member of the customer's family, or other permanent resident of the premises where service is rendered. If the Company is notified telephonically or in writing that a psychiatric or medical emergency exists, then the Company will permit 7 days for the Residential Customer to produce the certificate or notice. The postponement may be extended for 1 additional 15-day period by the renewal and the resubmission of the certificate or notice.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.6 Discontinuance of Service, cont'd.

Part II – Residential Customers, cont'd

- (C) Notice of shutoff of basic local exchange service shall contain all of the following information:
 - (a) The name and the billing address of the customer and, to the extent possible, the address of the service, if different;
 - (b) A clear and concise statement of the reason for the proposed shutoff of service;
 - (c) The date after which service will be subject to shutoff without further notice unless the customer takes appropriate action;
 - (d) The right of the customer to file a formal complaint with the commission if the dispute cannot be otherwise resolved and a statement that the customer must pay to the provider of basic local exchange service that portion of the bill for basic local exchange service and regulated toll service that is not in dispute within 3 days of the date that the formal complaint is filed;
 - (e) A statement that service will not be shut off pending the resolution of a formal complaint that is filed and prosecuted in conformity with all applicable statutes, rules, regulations, and orders of the commission; and
 - (f) The telephone number and address of the Company where the customer may make inquiry or enter into a settlement agreement.

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SECTION 2 - REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd.****2.5.6 Discontinuance of Service, cont'd.****Part II – Residential Customers, cont'd**

- (D) The Company will not shutoff service unless written notice is sent, by first-class mail, to the customer or personally served not less than 5 days before the date of the proposed shutoff. If a shutoff of service is sought for nonpayment of a delinquent account, then a notice of shutoff will not be sent before the time the account becomes delinquent. Service of notice by mail is complete upon mailing, unless proven otherwise by the customer. The Company will maintain an accurate record of the date of mailing. The Company is responsible for the accurate and timely notice of shutoff.
- (E) A notice of shutoff of service shall not be issued if a customer has a pending formal complaint before the commission concerning the bill upon which the notice is based.
- (F) Subject to the requirements of these rules, the company may shut off basic local exchange service to a customer on the date specified in the notice of shutoff or within a reasonable time thereafter, but only at times that the Company has personnel available to reconnect service.
- (G) Basic local exchange service shall not be shut off on a day, or a day immediately preceding a day, when the Company's personnel are not available to reconnect service.
- (H) Basic local exchange service shall not be shut off while a complaint related to the reason for the shutoff is pending.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.6 Discontinuance of Service, cont'd.

Part II – Residential Customers, cont'd

- (I) After basic local exchange service has been shut off to a Residential Customer, the Company will restore service promptly, but not later than 1 working day after the customer's request, when the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made.
- (J) Any payments required for service restoration may be made by the customer in any reasonable manner. Payment by personal check may be refused by the provider if the customer has tendered payment in this manner and the check has been dishonored during the last 3 years, excluding bank error.
- (K) Before restoring service, the Company at its option may require 1 or more of the following: (a) Payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the provider; (b) An arrangement or settlement agreement requiring the payment of all amounts owed to the provider for basic local exchange service and regulated toll service; (c) Payment of an amount provided by tariff for basic local exchange service restoration; and/or (d) A security deposit or payment guarantee not to exceed \$150 per access line.

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SECTION 2 - REGULATIONS, CONT'D.

2.5 Payment Arrangements, Cont'd.

2.5.7 Cancellation of Application for Service

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

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SECTION 2 - REGULATIONS, CONT'D.**2.5 Payment Arrangements, Cont'd.****2.5.8 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Interruptions in service that are not caused by the Customer, or during which the Company does not provide a satisfactory replacement service, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

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

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SECTION 2 - REGULATIONS, CONT'D.

2.6 Allowances for Interruptions in Service, Cont'd.

2.6.1 Credit for Interruptions, cont'd.

(C) A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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SECTION 2 - REGULATIONS, CONT'D.

2.6 Allowances for Interruptions in Service, Cont'd.

2.6.1 Credit for Interruptions, cont'd.

(C) (Cont'd)

Over 24 Hours. If a Customer's service is reported or is found to be out of service and remains out of service for more than 24 hours, then 1 of the following adjustments shall be made to the Customer's bill in the next billing period in which it is practicable to do so:

- (1) If the duration of the outage is less than 5 days of a month, then the appropriate credit shall be the prorated amount of the customer's monthly service rate.
- (2) If the duration of the outage is 5 days or longer, then the appropriate credit is the credit owed pursuant to 2.6.1(C)(1) of for the first 4 days of the outage plus an additional \$5.00 per day for the fifth day and each subsequent day of the outage, up to the amount of the customer's monthly service rate.
- (3) A credit adjustment will not be made if the outage is caused by the Customer or if a satisfactory replacement Service is provided to the Customer. Should the Customer elect to use an alternative Service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative Service.

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SECTION 2 - REGULATIONS, CONT'D.

2.6 Allowances for Interruptions in Service, Cont'd.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

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

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SECTION 2 - REGULATIONS, CONT'D.

2.6 Allowances for Interruptions in Service, Cont'd.

2.6.3 Cancellation For Service Interruption

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

2.7 Restoration of Service

2.7.1 Business Service Restoration

When a Business Customer's Basic Local Exchange Service has been shutoff in accordance with this Tariff, Service will be restored only upon the basis of the Business Customer completing a new application for Service and qualifying for Service as if it were a new Business Customer.

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SECTION 2 – REGULATIONS, CONT'D.**2.7 Restoration of Service, cont'd.****2.7.2 Residential Service Restoration**

When a Residential Customer's Basic Local Exchange Service has been shutoff in accordance with this Tariff, the Company will restore Service promptly, but not later than one (1) working day after the Residential Customer's request, after the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made. Before restoring service, the Company reserves the right to require one or more of the following:

- (1) Payment of the total amount due on all of the Customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the Company;
- (2) An arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service;
- (3) Payment of the restoration charge and any applicable installation charges pursuant to Section 4.3.4 of this tariff;
- (4) Payment of an advance payment and/or security deposit pursuant to Section 2.5.4 and 2.5.5 of this tariff.

Any payments required for service restoration may be made by the Customer in any reasonable manner, except that payment by personal check may be refused by the Company if the Customer has tendered payment by a check that had been dishonored during the previous 3 years, excluding bank error.

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SECTION 2 - REGULATIONS, CONT'D.**2.8 Use of Customer's Service by Others****2.8.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.9 Cancellation of Service

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

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

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

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SECTION 2 - REGULATIONS, CONT'D.**2.10 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

2.11 Notices and Communications

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

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SECTION 2 - REGULATIONS, CONT'D.**2.12 Formal and Informal Procedures**

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

2.12.1 Alternative Dispute Resolution

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

- (A) The customer shall file a formal written complaint with the Michigan Public Service Commission.
- (B) If the customer and the Company cannot agree on an alternative means of dispute resolution within 20 days, they shall participate in a mediation proceeding conducted by administrative law judge or other person designated by the Commission.
- (C) If mediation is utilized, the mediator will provide a recommended settlement to the parties within 45 days after the written complaint was filed.
- (D) Within 7 days after the date of the recommended settlement, each party shall file with the commission a written acceptance or rejection of the recommended settlement. A party's failure to file a timely acceptance or rejection shall be deemed to be a rejection of the recommended settlement.
- (E) If the parties accept the recommended settlement, then the recommendation will be adopted by the Commission as a final order.
- (F) If a party rejects the recommended settlement, then the complaint shall proceed to a contested case hearing before the Commission.

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SECTION 2 - REGULATIONS, CONT'D.**2.12 Formal and Informal Procedures, cont'd.****2.12.1 Alternative Dispute Resolution, cont'd.**

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

2.12.2 Payment of Amount Not In Dispute

- (A) If a customer files a formal complaint with the Commission, then the Company may require the Customer to pay an amount equal to the part of the bill that is not in dispute.
- (B) The amount that is not in dispute shall be mutually determined by the Company and the Customer.
- (C) If the Company and the Customer are unable to mutually determine the amount that is not in dispute, then the Company may require the Customer to pay up to 50% of the amount that is in dispute.
- (D) If the Customer fails to pay to the Company either the amount that is not in dispute or 50% of the amount that is in dispute, then the Company may shut off service consistent with this tariff.
- (E) If the dispute is ultimately resolved in favor of the Customer, in whole or in part, then any excess moneys paid by the Customer shall be refunded promptly, with simple interest paid at the rate paid on United States Savings Bonds, series EE.

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SECTION 2 - REGULATIONS, CONT'D.**2.13 Customer Access to Information****2.13.1 Publication of Procedures**

- (A) The Company will have a pamphlet available for its customers that, in layman's terms, lists and summarizes the rights and responsibilities of its customers and the Company
- (B) The pamphlet will be displayed prominently and shall be available at all of the Company's office locations that are open to the general public. The pamphlet shall be available upon customer request at no charge.
- (C) The pamphlet shall include all of the following information:
 - (1) Methods for customers to understand and verify the accuracy of billings.
 - (2) Payment standards and procedures.
 - (3) Procedures for shutoff and reconnection of basic local exchange service.
 - (4) Inquiry, service, and complaint procedures.
 - (5) Commission procedures related to customer complaints.
- (D) The information contained in the pamphlet shall be made available by the Company in audio format to customers who have visual impairments at no cost to the customers. The information may be provided through recorded announcements or the physical provision of a recording.

2.13.2 Public Access To Rules And Rates

The Company will keep on file, and provide public access to, a copy of the Michigan Public Service Commission's rules and a schedule of all rates and service charges at all of its offices that are open to the general public. Upon the request of a customer and at no cost to the customer, the Company will provide a customer with 1 copy of the rules and the rate schedules applicable to the customer's usage.

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SECTION 2 - REGULATIONS, CONT'D.

2.13 Customer Access to Information, cont.

2.13.3 Telephone Directories and Information

The Company will publish, or will arrange by agreement with the incumbent local exchange carrier or other directory provider to publish, on a page preceding the alphabetical listings in its telephone directories, in a prominent manner, and without charge, all of the following information:

- (A) The telephone number and address of the Company where the customer may inquire about telephone service.
- (B) The telephone number and address of the Michigan Public Service Commission where a customer may file a formal complaint regarding a service regulated by the Commission.

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SECTION 3 - SERVICE OFFERINGS**3.1 General**

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

3.1.1 Application of Business and Residential Rates

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

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SECTION 3 - APPLICATION OF RATES, CONT'D.**3.1 General, Cont'd.****3.1.1 Application of Business and Residential Rates, Cont'd.**

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

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

3.2 Charges Based on Duration of Use

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

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

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.2 Charges Based on Duration of Use, Cont'd

(E) All times refer to local time.

3.2.1 Applicable Rate Periods

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

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

* To, but not including

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

3.3.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the Rate Center of the Customer's main billing telephone number.

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SECTION 3 - SERVICE OFFERINGS, CONT'D.**3.4 Calculation of Distance**

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

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

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

Formula:

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

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.5 Directory Listings

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

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.6 Types of Services Offered

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

The services offered are:

Basic Local Exchange Service, consisting of:

- Business Basic Line Service
- Residential Basic Line Service, with choice of calling plans

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

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

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

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

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

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

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

Business Essential Package provides a customer with all the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Business Essential Package includes unlimited local calling. See Section 4.1 for rates.

3.7.2 Residential Basic Line Service

Residential Basic Line Service provides a residential customer with all of the features of basic local exchange service set forth above, provided over a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic line rates may be charged on any of the following optional rate plans. See Section 4.1 for rates.

A. Unlimited Calling Plan

The monthly rate for the Unlimited Calling Plan entitles the customer to unlimited outgoing calls per month within the local calling area without additional charge beyond the monthly rate per access line. Usage under any optional plans cannot be aggregated with this plan.

B. Limited Calling Plan - Plan 50

With Plan 50, the Customer pays a monthly rate per access line. No additional charge applies for calls within the Local Calling Area up to the 50 call allowance per month. Each call within the Local Calling Area in excess of the 50 call allowance is subject to local call charges. Usage charges are billed on a per call basis, regardless of distance, duration, or time of day.

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.7 Basic Local Exchange Service, Cont'd.

3.7.2 Residential Basic Line Service, Cont'd.

C. Limited Calling Plan - Plan 400

- (1) With Plan 400, the Customer pays a monthly rate per access line. No additional charge applies for calls within the Local Calling Area up to the 400 call allowance per month. Each call within the Local Calling Area in excess of the 400 call allowance is subject to local call charges. Usage charges are billed on a per call basis, regardless of distance, duration, or time of day.

- (2) Upon sufficient notice to the Company, a Customer who is handicapped or is voluntarily providing a service for an organization classified by the Internal Revenue Service as a Section 501(c)(3) or (19) organization, or a congressionally chartered veterans organization, or their duly authorized foundations, is exempt from the 400 call per month limitation and shall not be charged more than the flat rate charged other residential customers for 400 calls.

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.8 Directory Assistance Service

The Company furnishes Directory Assistance Service (“DA”) for the purpose of aiding subscribers in obtaining telephone numbers through arrangements with the incumbent local exchange carrier when a party in Michigan requests assistance in obtaining telephone numbers of subscribers who are located within the same numbering plan area as the number the party is calling from.

In order to make allowance for a reasonable need for numbering plan area DA service, including numbers not in the directory, directory inaccessibility and other conditions, no charge applies for the first three calls for telephone numbers of subscribers who are located within the numbering plan area of the calling party per month per station access line. The allowance is cumulative for all group billed services furnished on the same premises or as part of the same system within an exchange.

Charges for DA are not applicable to inquiries received from public and semipublic telephones, nor from telephone service furnished for the use of handicapped persons.

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SECTION 3 - SERVICE OFFERINGS, CONT'D.**3.9 IntraLATA Presubscription**1. General

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

2. Options

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

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

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

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

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SECTION 3 - SERVICE OFFERINGS, CONT'D.

3.9 IntraLATA Presubscription (Cont'd)

3. Regulations

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

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

Subscribers may change their selected option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in paragraph 5 following.

4. Customer Notices

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

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SECTION 4 – RATES AND CHARGES

4.1 Basic Local Exchange Service

Service to be provided as defined in Section 3.7 of this tariff. Service charges under Section 4.2 also apply.

Business Essential Package

Monthly Rate: \$

Residential Basic Line Service

Unlimited Calling Plan

Monthly Rate: \$

Calling Plan 50

Monthly Rate: \$
Per call (after allowance): \$

Calling Plan 400

Monthly Rate: \$
Per call (after allowance): \$

[Rates to be included in final tariff after obtaining of interconnection arrangements with the ILEC]

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SECTION 4 – RATES AND CHARGES

4.2 Service Charges

4.2.1 Service Ordering Charge - Multi Element Charges

(A) Primary - For connecting new or additional Access lines.

Nonrecurring Charge

Residence, per service order	\$ _____
Business, per service order	\$ _____

(B) Secondary - For moving or changing existing service or adding new or additional service other than Access lines.

Residence, per service order	\$ _____
Business, per service order	\$ _____

(C) Record - For record type orders affecting directory listings.

Residence, per service order	\$ _____
Business, per service order	\$ _____

4.2.2 Access Line Connection Charge

(A) Per Access line or Trunk - Residence

(1) Central Office Work Charge	\$ _____
(2) New Line Connection Charge	\$ _____

(B) Per Access Line or Trunk - Business

(1) Central Office Work Charge	\$ _____
(2) New Line Connection Charge	\$ _____

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.2 Service Charges, Cont'd.

4.2.3 Restoration Charge

(A) Temporary Suspension at Customer's Request

Nonrecurring Charge

(1) Residence

Secondary Service Ordering Charge, per Customer request \$ _____

Charge per Telephone Number Restored \$ _____

(2) Business

Secondary Service Ordering Charge, per Customer request \$ _____

Charge per Telephone Number Restored \$ _____

(B) Nonpayment or Shutoff

In the event service is temporarily interrupted pursuant to Section 2.5.6 of this tariff, such service will be restored upon compliance with all requirements of Section 2.5.6 or, at the discretion of the Company, a substantial portion thereof, and in addition, charges as specified following will be applicable to restore such services.

(1) Residence

Secondary Service Ordering Charge, per request \$ _____

Charge per Telephone Number Restored \$ _____

(2) Business

Secondary Service Ordering Charge, per request \$ _____

Charge per Telephone Number Restored \$ _____

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.3 Lifeline Program

The lifeline program provides assistance for eligible Residential customers. For eligible Residential customers under the age of 65, the assistance available is the greater of \$8.25 per customer per month or 20% of the basic local exchange rate. For eligible customers over the age of 65, the assistance available is the greater of \$8.25 per customer per month or 25% of the basic local exchange rate.

4.3.1 Eligible Customers

Customers are eligible if the Customer's annual income does not exceed 150% of the federal poverty income standards as determined by the United States office of management and budget and as approved by the state treasurer.

4.3.2 Toll Blocking Service

Toll blocking service, by Customer choice, will be offered free of charge to lifeline Customer. Where a Customer voluntarily elects to receive toll blocking service, no deposit may be charged in accordance with Section 2.5.4 of this tariff.

4.3.3 "Link Up"

"Link up" is still offered to eligible Customers which waive the lesser of one-half (1/2) or \$30 of initial connections fees. The portion of connection fees which the lifeline customer must pay may be paid over a one-year period of time without interest charges.

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SECTION 4 - RATES AND CHARGES, CONT'D.**4.4 Emergency Services**

Allows Customers to reach appropriate emergency services including police, fire and medical services. The 911 Service includes lines and central office features necessary to provide the capability to answer, transfer and dispatch public emergency telephone calls originated by persons within the telephone central office areas arranged for 911 calling. If 911 Service is not available in an area, the Company shall make arrangements for the Customer to reach the appropriate emergency services through dialing "0".

4.5 Telecommunications Relay Service

Telecommunications Relay Service enables hearing-impaired or speech-impaired persons who use a text telephone or similar devices to communicate freely with the hearing population for using the text telephone and vice versa. The Company does not impose any charge to end users for access to Telecommunications Relay Service. However, persons using this Service are liable for applicable per call/increment charges.

4.6 Telephone Directory

For Customers that subscribed to the Company's Basic Local Exchange Service, the Company will provide each Customer annually at no charge one copy of a printed directory listing all telephone Service subscribers, except for unlisted and unpublished numbers, within the Customer's local exchange area. The Company may, at its option, either publish its own directory or provide a copy of one published by the dominant exchange service provider.

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

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

4.8 IntraLATA Presubscriptiona. Application of Rates

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

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

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.8 IntraLATA Presubscription, Cont'd.

a. Application of Rates (cont'd)

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

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

b. IntraLATA Presubscription Change Charge

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

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

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SECTION 4 - RATES AND CHARGES, CONT'D.**4.9 Rates By Individual Contract Basis (ICB)**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for the Company's services may be established at negotiated rates on an individual contract basis (ICB), taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligation and regulation set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

Upon completion of any contractual arrangements entered into under this section, the Company will file additional tariff sheets as an amendment to this tariff summarizing the services, rates, terms, conditions, and duration of the contract, and will make the contract itself available to the Commission upon the Commission's request. The Company reserves the right to protection from public disclosure of proprietary information contained in such contracts as allowed under law.

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SECTION 4 - RATES AND CHARGES, CONT'D.

4.10 Promotional Offerings

The Company, from time to time, may make promotional offerings of its services, which may include waiving or reducing the applicable charges for the promoted service. Promotions will be filed as separate tariff sheets under this section 4.12.

All promotions will be limited in duration, and will identify a definite, reasonable time period during which the promotion will be in effect. A promotion may also be limited as to the locations where the offerings are made. A promotion may also, if so designated, provide for its conclusion upon the occurrence of a promotion-related event that is reasonably certain to occur, although the timing may not be certain.

All promotions shall be made available to other carriers for resale, and shall be priced, in conjunction with the entire service offering as a whole, above the Company's total service long run incremental cost.

Promotions will be implemented with at least one day's notice prior to the effective date of each promotion.

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps**

The Company hereby mirrors the Map and Legal Description tariffs of the exchanges, by Incumbent Local Exchange Carrier, listed below to identify its service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis. If not mirrored, new detailed maps and legal descriptions on an individual exchange basis will be filed with the MPSC for approval.

Exchange	Incumbent Local Exchange Carrier
Akron	SBC Michigan
Albion	SBC Michigan
Algonac	SBC Michigan
Amasa	SBC Michigan
Ann Arbor	SBC Michigan
Applegate	SBC Michigan
Armada	SBC Michigan
Athens	SBC Michigan
Auburn	SBC Michigan
Bad Axe	SBC Michigan
Baldwin	SBC Michigan
Bark River	SBC Michigan
Battle Creek	SBC Michigan
Bay City	SBC Michigan
Bay Port	SBC Michigan
Beaverton	SBC Michigan
Belding	SBC Michigan
Belleville	SBC Michigan
Bellevue	SBC Michigan
Benton Harbor	SBC Michigan
Bergland	SBC Michigan
Berrien Springs	SBC Michigan
Bessemer	SBC Michigan
Beulah	SBC Michigan
Big Bay	SBC Michigan
Big Rapids	SBC Michigan
Birch Run	SBC Michigan
Boyne City	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Brevort	SBC Michigan
Brighton	SBC Michigan
Buchanan	SBC Michigan
Byron	SBC Michigan
Cadillac	SBC Michigan
Calumet	SBC Michigan
Carleton	SBC Michigan
Carsonville	SBC Michigan
Casnovia	SBC Michigan
Cedar Springs	SBC Michigan
Champion	SBC Michigan
Channing	SBC Michigan
Charlevoix	SBC Michigan
Charlotte	SBC Michigan
Cheboygan	SBC Michigan
Chelsea	SBC Michigan
Clare	SBC Michigan
Clarklake	SBC Michigan
Clarksville	SBC Michigan
Clio-Mt. Morris	SBC Michigan
Coleman	SBC Michigan
Coloma	SBC Michigan
Coral	SBC Michigan
Cornell	SBC Michigan
Croswell	SBC Michigan
Crystal Falls	SBC Michigan
Curtis	SBC Michigan
Dansville	SBC Michigan
Dexter	SBC Michigan
Dimondale	SBC Michigan
East Jordan	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.

5.1 Legal Descriptions and Maps, Cont'd.

Exchange	Incumbent Local Exchange Carrier
East Tawas	SBC Michigan
Eaton Rapids	SBC Michigan
Eau Claire	SBC Michigan
Elk Rapids	SBC Michigan
Engadine	SBC Michigan
Escanaba	SBC Michigan
Ewart	SBC Michigan
Fairgrove	SBC Michigan
Farwell	SBC Michigan
Fenton	SBC Michigan
Fife Lake	SBC Michigan
Flat Rock	SBC Michigan
Flint	SBC Michigan
Flushing	SBC Michigan
Fountain	SBC Michigan
Fowlerville	SBC Michigan
Frankenmuth	SBC Michigan
Frankfort	SBC Michigan
Freeland	SBC Michigan
Freeport	SBC Michigan
Freesoil	SBC Michigan
Fremont	SBC Michigan
Fulton	SBC Michigan
Gagetown	SBC Michigan
Galesburg	SBC Michigan
Galien	SBC Michigan
Gladstone	SBC Michigan
Gladwin	SBC Michigan
Grand Blanc	SBC Michigan
Grand Haven	SBC Michigan
Grant	SBC Michigan
Greenville	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Gwinn	SBC Michigan
Harbor Springs	SBC Michigan
Harrietta	SBC Michigan
Harrison	SBC Michigan
Hartland	SBC Michigan
Hastings	SBC Michigan
Hermansville	SBC Michigan
Hillsdale	SBC Michigan
Holland	SBC Michigan
Holly	SBC Michigan
Holt	SBC Michigan
Hopkins	SBC Michigan
Houghton	SBC Michigan
Howell	SBC Michigan
Indian River	SBC Michigan
Interlochen	SBC Michigan
Ionia	SBC Michigan
Iron Mountain	SBC Michigan
Iron River	SBC Michigan
Irons	SBC Michigan
Ironwood	SBC Michigan
Ishpeming	SBC Michigan
Jackson	SBC Michigan
Jonesville	SBC Michigan
Kalamazoo	SBC Michigan
Kalkaska	SBC Michigan
Kent City	SBC Michigan
Keweenaw	SBC Michigan
Lake Leelanau	SBC Michigan
Lake Linden	SBC Michigan
Lake Odessa	SBC Michigan
Lansing	SBC Michigan
Lapeer	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Le Roy	SBC Michigan
Leslie	SBC Michigan
Lexington	SBC Michigan
Linwood	SBC Michigan
Luther	SBC Michigan
Mackinac Island	SBC Michigan
Mackinac City	SBC Michigan
Mancelona	SBC Michigan
Manchester	SBC Michigan
Manistee	SBC Michigan
Manton	SBC Michigan
Marine City	SBC Michigan
Marion	SBC Michigan
Marquette	SBC Michigan
Marshall	SBC Michigan
Martin	SBC Michigan
Mason	SBC Michigan
Mayville	SBC Michigan
Mc Bain	SBC Michigan
Menominee	SBC Michigan
Michigamme	SBC Michigan
Middleville	SBC Michigan
Midland	SBC Michigan
Milan	SBC Michigan
Monroe	SBC Michigan
Morley	SBC Michigan
Mt. Clemens	SBC Michigan
Mulliken	SBC Michigan
Napoleon	SBC Michigan
Nashville	SBC Michigan
Negaunee	SBC Michigan
Newaygo	SBC Michigan
New Baltimore	SBC Michigan
Newberry	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
New Boston	SBC Michigan
New Buffalo	SBC Michigan
New Haven	SBC Michigan
Niles	SBC Michigan
Northport	SBC Michigan
Northville	SBC Michigan
Norway	SBC Michigan
Olivet	SBC Michigan
Onekama	SBC Michigan
Oscoda	SBC Michigan
Otsego	SBC Michigan
Owendale	SBC Michigan
Peck	SBC Michigan
Pellston	SBC Michigan
Perkins	SBC Michigan
Petoskey	SBC Michigan
Pinckney	SBC Michigan
Plainwell	SBC Michigan
Plymouth	SBC Michigan
Port Huron	SBC Michigan
Portland	SBC Michigan
Port Sanilac	SBC Michigan
Potterville	SBC Michigan
Powers	SBC Michigan
Rapid River	SBC Michigan
Reed City	SBC Michigan
Reese	SBC Michigan
Republic	SBC Michigan
Richland	SBC Michigan
Rock	SBC Michigan
Rockwood	SBC Michigan
Romeo	SBC Michigan
Rosebush	SBC Michigan
Saginaw	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
St. Charles	SBC Michigan
St. Clair	SBC Michigan
St. Helen	SBC Michigan
St. Ignace	SBC Michigan
St. Joseph	SBC Michigan
Sand Lake	SBC Michigan
Sandusky	SBC Michigan
Saranac	SBC Michigan
Sault Ste. Marie	SBC Michigan
Scotts	SBC Michigan
Scottville	SBC Michigan
Sebawaing	SBC Michigan
Snover	SBC Michigan
South Lyon	SBC Michigan
Standish	SBC Michigan
Stephenson	SBC Michigan
Three Oaks	SBC Michigan
Traverse City	SBC Michigan
Trout Lake	SBC Michigan
Trufant	SBC Michigan
Tustin	SBC Michigan
Ubly	SBC Michigan
Unionville	SBC Michigan
Utica	SBC Michigan
Vassar	SBC Michigan
Vermontville	SBC Michigan
Vicksburg	SBC Michigan
Wakefield	SBC Michigan
Walloon Lake	SBC Michigan
Washington	SBC Michigan
Watersmeet	SBC Michigan
Watervliet	SBC Michigan
Wayland	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
West Branch	SBC Michigan
White Cloud	SBC Michigan
Whitmore Lake	SBC Michigan
Williamsburg	SBC Michigan
Willis	SBC Michigan
Wolverine	SBC Michigan
Ypsilanti	SBC Michigan
Zeeland	SBC Michigan
Detroit District Exchange	SBC Michigan
Birmingham Zone	SBC Michigan
Centerline Zone	SBC Michigan
Detroit Zone	SBC Michigan
Farmington Zone	SBC Michigan
Livonia Zone	SBC Michigan
Romulus Zone	SBC Michigan
Roseville Zone	SBC Michigan
Royal Oak Zone	SBC Michigan
Southfield Zone	SBC Michigan
Trenton Zone	SBC Michigan
Troy Zone	SBC Michigan
Warren Zone	SBC Michigan
Wayne Zone	SBC Michigan
West Bloomfield Zone	SBC Michigan
Wyandotte Zone	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Grand Rapids District	
Exchange	SBC Michigan
Ada Zone	SBC Michigan
Alto Zone	SBC Michigan
Byron Center Zone	SBC Michigan
Caledonia Zone	SBC Michigan
Dorr Zone	SBC Michigan
Dutton Zone	SBC Michigan
Grand Rapids Zone	SBC Michigan
Grattan Zone	SBC Michigan
Hudsonville Zone	SBC Michigan
Jamestown Zone	SBC Michigan
Lowell Zone	SBC Michigan
Marne Zone	SBC Michigan
Moline Zone	SBC Michigan
Rockford Zone	SBC Michigan
Sparta Zone	SBC Michigan
Pontiac District Exchange	
Auburn Heights Zone	SBC Michigan
Clarkston Zone	SBC Michigan
Commerce Zone	SBC Michigan
Drayton Plains Zone	SBC Michigan
Lake Orion Zone	SBC Michigan
Oxford Zone	SBC Michigan
Pontiac Zone	SBC Michigan
Rochester Zone	SBC Michigan
Walled Lake Zone	SBC Michigan

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Adrian	Verizon North Inc.
Alden	Verizon North Inc.
Allegan	Verizon North Inc.
Alma	Verizon North Inc.
Almont	Verizon North Inc.
Alpena	Verizon North Inc.
Ashley	Verizon North Inc.
Atlanta	Verizon North Inc.
Avoca	Verizon North Inc.
Bancroft	Verizon North Inc.
Bangor	Verizon North Inc.
Barryton	Verizon North Inc.
Bath	Verizon North Inc.
Blissfield	Verizon North Inc.
Breckenridge	Verizon North Inc.
Britton	Verizon North Inc.
Bronson	Verizon North Inc.
Brown City	Verizon North Inc.
Burr Oak	Verizon North Inc.
Capac	Verizon North Inc.
Carson City	Verizon North Inc.
Caseville	Verizon North Inc.
Cass City	Verizon North Inc.
Cassopolis	Verizon North Inc.
Central Lake	Verizon North Inc.
Centreville	Verizon North Inc.
Clam River	Verizon North Inc.
Clifford	Verizon North Inc.
Clinton	Verizon North Inc.
Coldwater	Verizon North Inc.
Coldwater Lake	Verizon North Inc.
Colon	Verizon North Inc.
Columbiaville	Verizon North Inc.
Conklin	Verizon North Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Constantine	Verizon North Inc.
Coopersville	Verizon North Inc.
Covert	Verizon North Inc.
Davison	Verizon North Inc.
Decatur	Verizon North Inc.
Deckerville	Verizon North Inc.
Dewitt	Verizon North Inc.
Dowagiac	Verizon North Inc.
Dryden	Verizon North Inc.
Dundee	Verizon North Inc.
Durand	Verizon North Inc.
Eastport	Verizon North Inc.
Edmore	Verizon North Inc.
Edwardsburg	Verizon North Inc.
Elkton	Verizon North Inc.
Ellsworth	Verizon North Inc.
Elsie	Verizon North Inc.
Emmet	Verizon North Inc.
Erie	Verizon North Inc.
Fairview	Verizon North Inc.
Fennville	Verizon North Inc.
Fenwick	Verizon North Inc.
Fowler-Pewamo	Verizon North Inc.
Elkton	Verizon North Inc.
Ellsworth	Verizon North Inc.
Elsie	Verizon North Inc.
Emmet	Verizon North Inc.
Erie	Verizon North Inc.
Fairview	Verizon North Inc.
Fennville	Verizon North Inc.
Fenwick	Verizon North Inc.
Fowler-Pewamo	Verizon North Inc.
Fruitport	Verizon North Inc.
Fairview	Verizon North Inc.
Fennville	Verizon North Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Fenwick	Verizon North Inc.
Fowler-Pewamo	Verizon North Inc.
Fruitport	Verizon North Inc.
Gaines	Verizon North Inc.
Ganges	Verizon North Inc.
Gaylord	Verizon North Inc.
Gobles	Verizon North Inc.
Goodells	Verizon North Inc.
Grand Junction	Verizon North Inc.
Grand Ledge	Verizon North Inc.
Grass Lake	Verizon North Inc.
Grayling	Verizon North Inc.
Hamilton	Verizon North Inc.
Harbor Beach	Verizon North Inc.
Harrisville	Verizon North Inc.
Hart	Verizon North Inc.
Hartford	Verizon North Inc.
Hemlock	Verizon North Inc.
Hesperia	Verizon North Inc.
Higgins Lakes	Verizon North Inc.
Hillman	Verizon North Inc.
Holton	Verizon North Inc.
Houghton Lake	Verizon North Inc.
Howard City	Verizon North Inc.
Hubbard Lake	Verizon North Inc.
Hubbardston	Verizon North Inc.
Hudson	Verizon North Inc.
Ida	Verizon North Inc.
Imlay City	Verizon North Inc.
Ithaca	Verizon North Inc.
Jedo	Verizon North Inc.
Kingston	Verizon North Inc.
Lachine	Verizon North Inc.
Laingsburg	Verizon North Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Lakeview	Verizon North Inc.
Lawton	Verizon North Inc.
Lewiston	Verizon North Inc.
Lincoln	Verizon North Inc.
Linden	Verizon North Inc.
Long Lake	Verizon North Inc.
Lost Peninsula	Verizon North Inc.
Ludington	Verizon North Inc.
Maple Rapids	Verizon North Inc.
Marcellus	Verizon North Inc.
Mattawan	Verizon North Inc.
Maybee	Verizon North Inc.
McBride	Verizon North Inc.
Memphis	Verizon North Inc.
Mendon	Verizon North Inc.
Merrill	Verizon North Inc.
Metamora	Verizon North Inc.
Middleton	Verizon North Inc.
Milford-White Lake	Verizon North Inc.
Minden City	Verizon North Inc.
Mio	Verizon North Inc.
Mt. Pleasant	Verizon North Inc.
Muir	Verizon North Inc.
Muskegon	Verizon North Inc.
North Branch	Verizon North Inc.
North Sylvania	Verizon North Inc.
Onaway	Verizon North Inc.
Ortonville	Verizon North Inc.
Ossineke	Verizon North Inc.
Otisville	Verizon North Inc.
Ovid	Verizon North Inc.
Owosso	Verizon North Inc.
Palo	Verizon North Inc.
Paw Paw	Verizon North Inc.
Pentwater	Verizon North Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Pompeii	Verizon North Inc.
Posen	Verizon North Inc.
Quincy	Verizon North Inc.
Rankin	Verizon North Inc.
Ravenna	Verizon North Inc.
Reading	Verizon North Inc.
Remus	Verizon North Inc.
Richmond	Verizon North Inc.
Riverdale	Verizon North Inc.
Rogers City	Verizon North Inc.
Roscommon	Verizon North Inc.
St. Johns	Verizon North Inc.
St. Louis	Verizon North Inc.
Saline	Verizon North Inc.
Saugatuck	Verizon North Inc.
Schoolcraft	Verizon North Inc.
Shelby	Verizon North Inc.
Shepherd	Verizon North Inc.
Sheridan	Verizon North Inc.
Sidney	Verizon North Inc.
Sister Lakes	Verizon North Inc.
Six Lakes	Verizon North Inc.
Smith Creek	Verizon North Inc.
South Haven	Verizon North Inc.
Stanton	Verizon North Inc.
Stanwood	Verizon North Inc.
Sturgis	Verizon North Inc.
Swartz Creek	Verizon North Inc.
Tecumseh	Verizon North Inc.
Temperance	Verizon North Inc.
Three Rivers	Verizon North Inc.
Tipton	Verizon North Inc.
Torch River Bridge	Verizon North Inc.
Twin Lake	Verizon North Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.

5.1 Legal Descriptions and Maps, Cont'd.

Exchange	Incumbent Local Exchange Carrier
Union	Verizon North Inc.
Union City	Verizon North Inc.
Vandalia	Verizon North Inc.
Vanderbilt	Verizon North Inc.
Vestaburg	Verizon North Inc.
Weidman	Verizon North Inc.
Whitehall	Verizon North Inc.
White Pigeon	Verizon North Inc.
Williamston	Verizon North Inc.
Woodland	Verizon North Inc.
Yale	Verizon North Inc.

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SECTION 5 – SERVICE AREAS, CONT'D.**5.1 Legal Descriptions and Maps, Cont'd.**

Exchange	Incumbent Local Exchange Carrier
Addison	Verizon North Systems
Alger	Verizon North Systems
Baroda	Verizon North Systems
Bridgman	Verizon North Systems
Burlington	Verizon North Systems
Fitchburg	Verizon North Systems
Glenn	Verizon North Systems
Gregory	Verizon North Systems
Homer	Verizon North Systems
Lacota	Verizon North Systems
Lambertville	Verizon North Systems
Lawrence	Verizon North Systems
Lupton	Verizon North Systems
Morenci	Verizon North Systems
Munith	Verizon North Systems
Onondaga	Verizon North Systems
Parma	Verizon North Systems
Prescott	Verizon North Systems
Pullman	Verizon North Systems
Rives Junction	Verizon North Systems
Rose City	Verizon North Systems
Sawyer	Verizon North Systems
Sterling	Verizon North Systems
Stockbridge	Verizon North Systems
Tekonsha	Verizon North Systems
Webberville	Verizon North Systems

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SECTION 5 – SERVICE AREAS, CONT'D.

5.2 Local Calling Areas - Traditional SBC Michigan Exchanges

Calls originating from the listed Exchange or Zone and terminating in the Exchanges and Zones in the local calling area will be treated and charged as local calls.

**Exchange
or Zone**

Local Calling Area

[Will be added in final tariff]

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SECTION 5 – SERVICE AREAS, CONT'D.

5.3 Local Calling Areas – Traditional Verizon North Inc. Exchanges

**Exchange
or Zone**

Local Calling Area

[Will be added in final tariff]

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SECTION 5 – SERVICE AREAS, CONT'D.

5.4 Local Calling Areas – Traditional Verizon North Systems Exchanges

**Exchange
or Zone**

Local Calling Area

[Will be added in final tariff]

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SECTION 5 – SERVICE AREAS, CONT'D.

5.5 List of Cities, Villages, and Townships

The following list of exchanges and zones shows, by County, the incorporated cities, villages and townships which are wholly or partly within the assigned area of each exchange or zone. (Villages are indicated by "Vill" and Townships are indicated by "Twp." In Section 5.4.3, cities and villages are combined as "City/Vill.")

5.5.1 Traditional SBC Michigan Exchanges

[Will be added in final tariff]

5.5.2 Traditional Verizon North Inc.Exchanges

[Will be added in final tariff]

5.5.3 Traditional Verizon North Systems Exchanges

[Will be added in final tariff]

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