

TITLE PAGE

SWITCHED ACCESS SERVICES TARIFF
OF
City Of Thomasville

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of switched interstate access service for telecommunications services provided by City of Thomasville. This tariff is on file with the Federal Communications Commission. Copies may be inspected during regular business hours at the Company's principal place of business at 111 Victoria Place, Thomasville, Georgia 31792.

Issued: August 28, 2015

Effective: September 4, 2015

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

Access Service Tariff**CHECK SHEET**

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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Issued: August 28, 2015

Effective: September 4, 2015

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Issued: August 28, 2015

Effective: September 4, 2015

Issued by: Steve Sykes, City Manager/Utilities Superintendent
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EXPLANATION OF SYMBOLS

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.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (T) - To signify a change in text but no change in rate or regulation

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FCC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FCC follows in its tariff approval process, the most current sheet number on file with the FCC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(A.
 - 2.1.1.A.1.(A..I.
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- D. Check Sheets - When a tariff filing is made with the FCC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FCC.

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Access Service Tariff**SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this tariff for the access services of this Company are defined below.

Access Service: switched access to the network of an interexchange carrier for the purpose of originating or terminating telecommunications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An exchange carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use access services or is placed in a position by the Customer, either through acts or omissions, to use access services.

Carrier or Common Carrier: See interexchange carrier or exchange carrier.

Co-Carrier: Any other telecommunications provider authorized by the FCC to provide local exchange service in the state.

Code of Federal Regulations (CFR): Rules and Regulations of the Federal Government. Title 47 of the C.F.R. deals with telecommunications.

Common Channel Signaling (CCS): A high-speed packet switched telecommunications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company: City of Thomasville

Customer: The person, firm, corporation or other entity, which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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Access Service Tariff**SECTION 1 - DEFINITIONS, (cont'd)**

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating trunk side access service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this tariff to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an interexchange carrier which subscribes to interstate service provided by an exchange carrier.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock Company, trust, governmental entity or corporation engaged in the provision of local exchange telecommunications service.

Feature Group D (FGD): A trunk-side access to exchange carrier end-office switching systems and tandems. It provides the equal-access service that the former Bell operating companies must offer, as required by the Modification of Final Judgment. For an interexchange carrier, Feature Group D offers positive call connect and disconnect supervision for accurate call time billing.

FCC (Federal Communications Commission): The FCC was established by the Communications Act of 1934 and is charged with regulating interstate and international communications by radio, television, wire, satellite and cable.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock Company, trust, governmental entity or corporation engaged in interstate or foreign telecommunications for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of telecommunications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

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Access Service Tariff**SECTION 1 - DEFINITIONS, (cont'd)**

Local Access: The connection between a Customer's premises and a point of presence of the exchange carrier.

Local Switching Center: The switching center where telephone exchange service Customer station channels are terminated for purposes of interconnection to each other and to interoffice trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple exchange carriers involved in providing access services, divide the ordering, rating, and billing of such services on a proportional basis, so that each exchange carrier involved in providing a portion of the access service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's network.

Monthly Recurring Charges (MCR): A recurring charge repeated each month. MRC is billed one month in advance.

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Non-Recurring Charges (NRC): The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the service order is executed.

Off-Hook: The active condition of switched access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows Customers to exchange call control and signaling information over a telecommunications path which is separate from the message path.

Point of Presence (POP): Location where the Customer maintains a facility for purposes of interconnecting to the Company's network.

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Access Service Tariff**SECTION 1 - DEFINITIONS, (cont'd)**

Premises: The space occupied by a Customer or authorized user in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an interexchange carrier (IXC) or carriers it wishes to access, without an access code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the end user's primary interexchange carrier (PIC).

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service. This often referred to as monthly recurring charges (MRC). Recurring charges are billed in advance.

Service Order: The written request for network services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an access service request by the Customer in the manner specified in this tariff.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an exchange carrier for the purpose of originating or terminating telecommunications. Switched access is available to carriers, as defined in this tariff.

Trunk: A telecommunications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of commercial or private mobile radio services.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Company****2.1.1 Scope**

The Company's services offered pursuant to this tariff are furnished for switched access service. The Company may offer these services over its own or resold facilities.

The Company installs, operates, and maintains the telecommunications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the FCC's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service agreement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

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 from time to time, to furnish service as required at the sole discretion of the Company.
- C. The provisioning and restoration of service in emergencies shall be in accordance with part 64, subpart D, appendix A of the FCC's Rules and Regulations, which specifies the priority system for such activities.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.1 Undertaking of Company, (cont'd)****2.1.3 Terms and Conditions**

- A. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than thirty (30) days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.C of this Tariff.
- C. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, less normal wear and tear. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in section 2.6 below. 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.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.1 Undertaking of Company, (cont'd)****2.1.4 Liability of the Company, (cont'd)**

- 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 of any other government, including 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- C. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customer's facilities or equipment used for the interconnection of access services; or (b) for the acts or omissions of other common carriers.
- D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, 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, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of these provisions.

Issued: August 28, 2015

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.1 Undertaking of Company, (cont'd)****2.1.4 Liability of the Company, (cont'd)**

- F. The Company shall not be liable for any defacement of or damage to Customers 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 the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees' of the Company.
- G. Notwithstanding the Customer's obligations as set forth in section 2.3 of this Tariff, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- H. The Company shall be indemnified and held harmless by the end user against any claim, loss or damage arising from the end user's use of services offered under this tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the end user's own telecommunications; patent infringement claims arising from the end user's combining or connecting the service offered by the Company with facilities or equipment furnished by the end user of another carrier; or all other claims arising out of any act or omission of the end user in connection with any service provided pursuant to this tariff.

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SECTION 2 - RULES AND REGULATIONS, (cont'd)

2.1 Undertaking of Company, (cont'd)

2.1.4 Liability of the Company, (cont'd)

- I. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- J. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- K. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.1 Undertaking of Company, (cont'd)****2.1.4 Liability of the Company, (cont'd)**

- L. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or telecommunications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of service to other Customers, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.
- M. Except as otherwise stated in this tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.1 Undertaking of Company, (cont'd)****2.1.5 Notification of 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. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provisions 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 facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, or 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 any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.1 Undertaking of Company, (cont'd)****2.1.6 Provisions of Equipment and Facilities, (cont'd)**

- D. Equipment the Company provides or installs at the Customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company-provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer premises 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 telecommunications 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. Notwithstanding the above, 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;
 - 2. The reception of signals by Customer-provided equipment;
 - 3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters, which affect telecommunications services.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.1 Undertaking of Company, (cont'd)****2.1.6 Provisions of Equipment and Facilities, (cont'd)**

- H. The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.
- I. The Customer is required to submit an order in writing using a Company-provided format for the provisioning of access services. Installation time will depend upon its type of service being requested. Installation interval begins once the Company verifies that the order contains the necessary information to complete the installation.

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 unusual locations. In such case, 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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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.1 Undertaking of Company, (cont'd)****2.1.8 Special Construction**

Subject to the arrangement 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 and characterized by one or more of the following:

- 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. where facilities are to be installed over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. where facilities are requested in a quantity greater than that which the Company would normally construct;
- E. where installation is on an expedited basis.

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Access Service Tariff

SECTION 2 - RULES AND REGULATIONS, (cont'd)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purposes or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require 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 their use of the Company's offerings complies with relevant laws and applicable state regulations, policies, orders, and decisions; and if the reseller intends to provide interstate services, is certified with the appropriate state entity.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

- 2.3.1 The Customer shall be responsible for:
 - A. the payment of all applicable charges pursuant to this tariff;
 - B. reimbursing the Company for 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 Customer premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

Issued: August 28, 2015

Effective: September 4, 2015

Issued by: Steve Sykes, City Manager/Utilities Superintendent
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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.3 Obligations of the Customer, (cont'd)****2.3.1 The Customer shall be responsible for: , (cont'd)**

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide access 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 above. Any 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 owned entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection 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 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 (i.e. asbestos) prior to any construction or installation work;
- 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 obtaining under section 2.3.1.D above; and granting or obtaining permission for Company agents or employees to enter the Customer premises 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 or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

Issued: August 28, 2015

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Access Service Tariff**SECTION 2 - RULES AND 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, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees;
- 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;
- C. any punitive damages including loss of revenue.

Issued: August 28, 2015

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Reporting**

The jurisdictional reporting requirements will be as specified below. When a Customer orders access service, its projected percent interstate usage (PIU) may be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein. Reported or default PIU factors are used only where the call detail is insufficient to determine the appropriate jurisdiction of the traffic. The effective date of PIU Factors submitted by a customer will be the next billing cycle and minimum of 15 work days advance notice.

- A. Originating Access: Originating access minutes consist of traffic originating from the Company local switching center(s). The Customer must provide the Company with a projected PIU factor on a semi-annual basis.

If no PIU for originating minutes is submitted as specified herein, a default PIU of fifty percent (50%) will be applied by the Company.

- B. Terminating Access: Terminating access minutes consist of traffic terminating to the Company local switching center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis.

If no PIU for terminating minutes is submitted as specified herein, a default PIU of fifty percent (50%) will be applied by the Company.

- C. Except where the Company measured access minutes are used as set forth above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below.

- D. If the Company is able to determine actual jurisdiction, then calls will be rated based on this jurisdiction. This capability will be determined by the Company.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.3 Obligations of the Customer, (cont'd)****2.3.3 Jurisdictional Reporting, (cont'd)**

- E. The Customer shall submit Switched Access PIU Reports based on defined traffic reports obtained from its own network using industry standards. The reports will be based on actual usage within specific geographical areas no larger than the state. In other words PIU Reports will be based on Georgia traffic only. Reports may be based on smaller geographical areas but in no case larger than the state of Georgia.
- F. Jurisdictional Reports Verification: For switched access service, if a billing dispute arises or a regulatory agency questions the projected PIU factor, the Customer will provide the data issued to determine the projected PIU factor. The Customer will supply the data within thirty (30) days of the Company request.
- G. The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm. For these purposes, the Company will deliver this information within thirty (30) days of the request.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.4 Customer Equipment and Connections****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

- A. The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forth with the use of a service temporarily if such action is reasonable under the circumstances.

In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition, which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in section 2.6 of this tariff is not applicable.

- B. The 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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

Issued: August 28, 2015

Effective: September 4, 2015

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.4 Customer Equipment and Connections, (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 access services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access services may be connected to the services or facilities of other telecommunications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other telecommunications carriers, which are applicable to such connections.

2.4.4 Inspections

- A. Upon reasonable notification of the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in section 2.4.2.B for the installation, operation, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 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 Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the 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. The Company will, upon request, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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SECTION 2 - RULES AND REGULATIONS, (cont'd)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its joint or authorized users.

Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of access services. All such taxes shall be separately designated on the Company's invoices. Tax of other charge exemptions must be provided to the Company in advance of any exemption being applied.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.5 Payment Arrangements, (cont'd)****2.5.2 Billing and Collection of Charges**

All Charges are due and payable within thirty (30) days after invoice date.

The Company shall bill on a regular basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.

The Company shall present invoices for all charges monthly to the Customer.

The Company may deal with Customers whose accounts show balances under \$5.00 by withholding the issuance of a monthly invoice and instead option to bill the customer quarterly unless a Customer invoiced in such a manner requests monthly billing.

Amounts not paid within forty-five (45) days after the date of invoice will be considered past due. The Company will assess a late payment charge equal to 1.5% per month for any past due balance that exceeds forty-five (45). If the Customer pays their bill late for three consecutive months, or 50% of the invoices during any twelve month period, the Company may require that the Customer pay their invoices with cash or another mutually agreed upon means by the regular due date.

If a service is disconnected by the Company for reasons of nonpayment or continued late payments as described above, and later restored, restoration of service will be subject to all applicable installation charges.

The Customer shall notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer or Company may file a complaint with the FCC in accordance with the FCC's rules of procedures.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.5 Payment Arrangements, (cont'd)****2.5.2 Billing and Collection of Charges, (cont'd)**

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 thirty (30) days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding period.

When service does not begin on the first day of the month, or end on the last day of the month, the recurring charge for the fraction of the month in which service was furnished will be calculated on a pro rate basis. For this purpose, every month is considered to have thirty (30) days.

If the Company receives any portion of the payment after the date due, or if any portion of the payment is received by the Company in funds that is not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be applied to the portion of the payment not received by the due date. The same late payment penalty defined earlier in this section shall be applied.

Should an account be disconnected for non-payment, the balance due may be turned over to a collection agency, in which case the Customer is responsible for any and all collection fees including court costs and attorney fees.

The penalty for returned checks is \$25.00 per occurrence.

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. 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.

Issued: August 28, 2015

Effective: September 4, 2015

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.5 Payment Arrangements, (cont'd)****2.5.4 Deposits**

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed one and one-half (1 ½) month's average monthly recurring charges.
- 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. The Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D. Deposits held will accrue interest at a rate of 5% without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

2.5.5 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the 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 ten (10) days prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

Issued: August 28, 2015

Effective: September 4, 2015

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.5 Payment Arrangements, (cont'd)****2.5.5 Refusal and Discontinuance of Service, (cont'd)**

- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. 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 without incurring any liability.
- E. Upon the Company's discontinuance of service to the Customer under section 2.5.4.A or 2.5.4.B above, 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 which 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.
- F. The Company may discontinue the furnishings of any and/or all service(s) to Customer, without incurring any liability:
 - 1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this sub-section if
 - A. the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier telecommunications services or its planned use of service(s); or

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Effective: September 4, 2015

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.5 Payment Arrangements, (cont'd)****2.5.5 Refusal and Discontinuance of Service, (cont'd)****F. (cont'd)****1. (cont'd)**

- B. the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier telecommunications services, or its planned use of the Company's service(s); or
- C. the Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with section 2.5.3 or 2.5.4 above; or
- D. the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier telecommunications services to which the Customer either subscribes or had subscribed or used; or
- E. the Customer uses, or attempts to use service with the intent to void the payment, either in whole or in part, of the tariff charges for the service by:
 - I. using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - II. using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - III. any other fraudulent means or devices.

- 2. Upon ten (10) days written notice to the Customer of any sum thirty (30) days past due from date of original invoice.

Issued: August 28, 2015

Effective: September 4, 2015

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.5 Payment Arrangements, (cont'd)****2.5.5 Refusal and Discontinuance of Service, (cont'd)****F. (cont'd)**

3. Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with section 2.5.3 or 2.5.4; or
4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

- G. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.6 Billing Disputes**A. General**

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within thirty (30) days of date of invoice. For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed as well as a valid reason for the dispute.

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SECTION 2 - RULES AND REGULATIONS, (cont'd)

2.5 Payment Arrangements, (cont'd)

2.5.6 Billing Disputes, (cont'd)

B. Late Payment Charges

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount.
2. In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

C. Adjustments or Refunds to the Customer

1. In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
4. All adjustments or refunds provided by the Company to the Customer, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.5 Payment Arrangements, (cont'd)****2.5.7 Cancellation of Application for Service**

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 the Company incurred, 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 begun. The special charges described will be calculated and applied on a case-by-case basis.

2.6 Allowances for Interruptions in Service

Interruptions in service which are due to acts, omissions, negligence, or noncompliance with the provisions of this tariff by the Customer, or the operation or malfunction of facilities, power, or equipment provided by the Customer, will not be entitled to any allowance for interruption of service.

The Company will calculate appropriate credit allowances after the Customer notifies the Company of service interruption. The amount of the allowance will depend on the length of the outage and the service impacted. Service outage conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, will be deducted from the charges payable by the Customer and will be expressly indicated on the next invoice. A service outage begins when the Customer reports the outage to the Company. A service outage ends when the affected circuit and/or associated Company equipment is fully operational in accordance with the technical specifications.

Credit allowances do not apply to outages caused by the Customer due to failure of equipment provided by the Customer; during any period in which the Company is not given access to the service premises; caused by failures of another Company's facilities; are due to mutually agreed upon maintenance and repair; and/or caused by equipment or circumstances beyond the reasonable control of the Company.

Credit allowances received by the Company from another Company for off-net facility outages, which affects the Customer's services, will be passed through to the Customer in the form of a credit on the next invoice.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.6 Allowances for Interruptions in Service, (cont'd)****2.6.1 Limitations on Allowances**

No credit allowance will be made for:

- A. interruptions due to the acts and omissions or negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint-user, or other common carrier providing service connected to the service of Company;
- B. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. 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;
- G. interruption of service due to circumstances or causes beyond the reasonable control of the Company.

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Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.6 Allowances for Interruptions in Service, (cont'd)****2.6.2 Allowances**

Credits or allowances are only applicable when total loss of service occurs for over 24 hours. The foregoing restrictions apply. Allowances will be calculated as follows:

Under 24 hours - None

Over 24 hours – 1 day for each 24-hour period.

Partial days are rounded to the nearest half-day.

Allowance calculated on recurring charges only.

No allowance for usage sensitive services will be provided.

2.7 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 to any subsidiary, parent Company or affiliate of the Company, or pursuant to any sale or transfer of affected assets of the Company, or pursuant to any financing, merger or reorganization of the Company.

2.8 Notices

2.8.1 The Customer shall designate on the service order or equivalent, 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. The Customer will provide technical contacts for arranging or solving technical coordination issues or remedies.

Access Service Tariff**SECTION 2 - RULES AND REGULATIONS, (cont'd)****2.8 Notices, (cont'd)**

2.8.2 All notices or other communications required to be given pursuant to this tariff shall 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 deposit 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.

2.8.3 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.

2.9 Meet Point Billing

Meet point billing applies when more than one exchange telephone company is involved in the provision of access service. All recurring and nonrecurring charges for services provided by each exchange telephone company are billed under each Company's applicable rates and tariffs.

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Access Service Tariff

SECTION 3 – RESERVED FOR FUTURE USE

Access Service Tariff

SECTION 4 - SWITCHED ACCESS SERVICE

4.1 General

Switched access service provides for the use of common terminating, switching and transport facilities. Switched access service provides the ability to originate calls from an end user's premises to a Customer's premises, and to terminate calls from a Customer's premises to an end user's premises.

Switched access service is available when originating or terminating calls from or to an end user that subscribes to the Company's local exchange services.

Switched Access Service utilizes common trunk groups between the company's local switching center as provided by the company and the incumbent local exchange carrier's tandem switching center or serving wire center.

FGD switched access uses Company provided common trunking, ports and equipment.

All charges are usage sensitive. Rates and charges are set forth in section 5.

4.2 Categories

4.2.1 Feature Group D (FGD) Access

No access code is required. The number dialed by the end user shall be a seven or ten digit number for calls in the North American Number Plan (NANP). For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of numbers dialed by the Customer's end user is NXX-XXXX, 0 or 1+NXX-XXX, NPA+NXX-XXXX, 0 or 1+ NPA + NXX-XXXX and when the local switching center is equipped for International Direct Distance Dialing (IDDD), 01+CC+NN or 011+CC+NN.

Dialing of 10XXX access code may or may not be allowed by the Company. Customers interested in this service should contact the Company for special arrangements.

Issued: August 28, 2015

Effective: September 4, 2015

Issued by: Steve Sykes, City Manager/Utilities Superintendent
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Access Service Tariff**SECTION 4 - SWITCHED ACCESS SERVICE, (cont'd)****4.2 Categories, (cont'd)****4.2.2 Originating 800 FG Access**

800 database access services is a service offering utilizing originating trunk side switched access service. When an 8XX + NXX + XXXX call is originated by an end user, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine Customer ownership so the call can be properly routed.

4.2.3 Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who are subscribing to the Company's local exchange services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), directory assistance, (411 or 555-1212. service codes 611 and 911 and 101XXXX access codes

Access Service Tariff**SECTION 4 - SWITCHED ACCESS SERVICE, (cont'd)****4.3 Rate Element Descriptions**

Following are rate element descriptions that may be incorporated into usage sensitive switched access service. Not all rate elements will apply to every call.

4.3.1 Local Switching

The Local Switching element is a composite of two separate rate elements. Local Switching combines the following two rate elements:

Carrier Common Line:

Provides for the use of company common lines by Customers for access to end users to furnish Customer interstate telecommunications. Carrier common line is provided where the Customer obtains Company-provided switched access service. It connects the Company's serving End Office to the End User. This is a usage based element applied to all originating and terminating calls on a per minute basis.

Local Switching:

Establishes the charges related to the End Office switching facilities. In some cases this may include a Remote Switching Module(s) where the Customer's traffic is switched to originate or terminate the Customer's calls. This is a usage based element applied to all originating and terminating calls on a per minute basis.

Local Switching is a two-way voice frequency transmission path composed of facilities determined by the telephone company. In some cases it may be engineered as one-way. The voice frequency transmission path permits the transport of calls in the originating direction (from the end user end office switch to the Customer designated premises) and in the terminating direction (from the Customer designated premises to the end office, but not simultaneously. The voice frequency transmission path may be comprised of any form or configuration as determined by plant capability and telecommunications industry standards.

The local switching rate element establishes the charges related to the use of end office switching equipments and terminations in the end office of end user lines. It may also include STP costs and the SS7 signaling function between the end office and the signaling transfer point.

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SECTION 4 - SWITCHED ACCESS SERVICE, (cont'd)**4.3 Rate Elements, (cont'd)****4.3.2 Common Transport**

The Common Transport rate element, sometimes referred to Switched Transport, recovers a portion of the costs associated with a telecommunications path between a tandem and the company's end office on circuits that are switched at a tandem switch.

This charge applies if the Company is providing the circuits connecting the access or local tandem and the Company's End Office which is normally the case for this company. This is a usage based element applied to all originating and terminating calls.

The rate is a combination of the following elements.

- A. The Switched Facility rate recovers a portion of the costs of transmission facilities, including intermediate transmission circuit equipment, between the end points of interoffice circuits. The Switched Facility rate is applied on a per access minute per mile basis for all originating and terminating minutes of use routed over the facility. A minimum of one mile will always be applied.
- B. The Switched Termination rate recovers a portion of the costs of circuit equipment necessary for the termination of each end of each measured segment of the Switched Facility provided by the Company. The Switched Termination rate is applied on a per access minute basis for all originating and terminating minutes of use routed over the facility.

4.3.3 Toll Free Query

The Toll Free 8XX Data Base Query applies for each toll free call query processed at the Company's Switching Center.

4.3.4 Federal Subscriber line Charge (also known as EUCL)

This per line charge recovers the costs associated with connecting to other telecommunications service provider's interstate network. The Federal Communications Commission regulates pricing levels for dominant providers. Rates will not exceed the incumbent's rate. If service is delivered via a PRI the rate is set at seven (7) charges per PRI.

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SECTION 5 - SWITCHED ACCESS RATES

5.1 General

This section contains the specific regulations governing the rates and charges that apply for switched access services:

There are three types of rates and charges that apply to switched access service:

- Non-Recurring Charges (NRC): One-time charges that apply for a specific work activity.
- Recurring Charges (MRC): Fixed charges apply each month and depend on the number and type of facilities in place.
- Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

5.2 Recording and Measuring Call Detail Records

When access minutes are used to determine access charges, they will be accumulated using call detail recorded by the Company equipment. The Company measuring and recording equipment will be associated with end office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line-by-line basis, by end office for each Customer and then rounded to the nearest minute.

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SECTION 5 - SWITCHED ACCESS RATES, (cont'd)**5.3 Rate Regulations, (Cont'd)****2. Mileage Measurement**

Where applicable, the V&H coordinates method is used to determine mileage. This method is set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 1 for Wire Center Information (V&H coordinates).

Mileage Formula

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

To determine the rate to be billed, first compute the airline mileage using the V&H coordinates method. If the calculation results in a fraction of a mile, always round up to the next whole mile before determining the mileage and applying the rates. Then multiply the mileage by the appropriate rate.

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SECTION 5 - SWITCHED ACCESS RATES, (cont'd)

5.4 Rates and Charges

1. The rate elements are defined in Section 4.3 of this Tariff. Each originating or terminating interstate toll call is billed two rate elements. These two elements are:

Local Switching: Combines Local Switching and Common Transport. Local Switching being related to the End Office switching facility charges and Carrier Common Line which relates to the portion of the path connecting the Company's serving End Office to the End User.

Common Transport: Common Transport is sometimes referred to Switched Transport or Facility Termination. This charge recovers a portion of the costs associated with the path between the tandem and the company's end office. It applies if these circuits are provided by the Company. This is a per minute, per mile charge.

The Toll Free Query charge is imposed on each toll free call query processed by the Company's Switching Center.

The following Switched Access rates apply to both origination and termination of interstate calls. Rates are dependent upon the Rate Center's incumbent local exchange provider.

Per Minute Rates

| | <u>AT&T Rate Center</u> | <u>Windstream Rate Center</u> |
|---|---------------------------------|-----------------------------------|
| Local Switching (per minute) | \$0.00400 | \$0.00600 |
| Common Transport (per minute, per mile) | \$0.00010 | \$0.00014 |
| Toll Free Query (per call) | \$0.00430 | \$0.00430 |

The Federal Subscriber Line Charge, also known as EUCL, is a monthly charge and applies to each subscriber line. It is billed to the end user at a rate in accordance with Federal Regulations and under no circumstance will exceed the rate charged by the incumbent local exchange provider.

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Access Service Tariff**SECTION 6 – MISCELLANEOUS CHARGES****6.1 Equal Access Subscription****6.1.1. Description**

Equal access subscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be their carrier of choice for IntraLATA and InterLATA toll calls without dialing an access code. The Customer may designate a carrier for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. The carrier is identified by a unique carrier identification code (CIC) shown on the Customer service record. This service is available where facilities and procedures are in place to provide Equal Access Service.

6.1.2 Confirmation/Verification of Choice of Carrier

In areas where Equal Access is available as defined in 6.1.1, Carriers must request confirmation/verification of choice from their Customers. All letters of agency, recordings, or other evidence of confirmation/verification shall be maintained by the soliciting Carrier for at least two years from the date the Customer's service was switched. Failure to maintain such records shall constitute evidence that consent from the Customer was not obtained.

No Carrier shall submit to the Company a primary or preferred interexchange carrier (PIC) change unless that order has first been confirmed in accordance with one of the following procedures:

- A. the carrier has obtained the Customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
- B. the Customer's billing name, address and telephone number to be covered by the PIC change order;
- C. the decision to change the PIC to the carrier; and
- D. the Customer's understanding of PIC change fee; or
- E. the carrier has obtained the Customer's electronic authorization to submit the change order in accordance with current state and federal regulations; or

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SECTION 6 – MISCELLANEOUS CHARGES, (cont'd)

6.1 Equal Access Subscription, (cont'd)

6.1.2 Confirmation/Verification of Choice of Carrier, (cont'd)

- F. an appropriately qualified and independent third party has obtained the Customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification data (i.e., the Customer's date of birth or social security number) in accordance with current state and federal regulations.
- G. an appropriately qualified and independent third party must operate in a location physically separate from the carrier and may not be owned, managed, controlled, or directed by the soliciting carrier, nor can it receive financial incentives to approve the carrier's change.
- H. Such other verification procedures as may be specified by the FCC in rules or regulations which are consistent with the rules determined by the Federal Communications Commission pursuant to the C.F.R., Title 47, Section 258. Should there be a conflict in subscription rules between this tariff and either the a state commission or FCC rules, the latter shall apply.

6.1.3 Discrepancies,

When a discrepancy is determined regarding a Customer's or provider's authorized agent's designation of a preferred IntraLATA or InterLATA carrier, the following applies depending upon the situation described:

- A. When two or more carrier orders are received for a Customer line, the order with the latest application date determines the Customer's choice. Involved Carriers will be appropriately notified.
- B. When a Customer provider or authorized agent denies requesting a change in the IntraLATA or InterLATA carrier subscription, as submitted by the carrier, and the carrier is unable to produce proof of verification, the carrier will be assessed an unauthorized subscription change charge, as applicable, to correct the unauthorized change. The Customer provider will be credited for the amount of the disputed charge and this charge will be passed to the carrier.

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SECTION 6 – MISCELLANEOUS CHARGES, (cont'd)

6.1 Equal Access Subscription, (cont'd)

6.1.4 Equal Access Subscription Application

- A. If this service is available as defined in 6.1.1, a new Customer will be asked to select a preferred carrier for IntraLATA and InterLATA at the same time they place an order with the Company for local service. There will be no charge for this initial selection.

A subscription charge will apply for each IntraLATA and InterLATA PIC change submitted, except as provided in number 6.1.4.A preceding. The applicable subscription charge for each IntraLATA and InterLATA PIC change submitted is as set forth in the City of Thomasville Tariff FCC No. 1. If Customers change the InterLATA and IntraLATA PIC at the same time only one PIC change fee will be charged.

- B. At the option of the carrier, the nonrecurring charge for a change in Subscription may be billed to the carrier instead of the Customer or location provider or authorized agent, when the change order is submitted to the Company. The carrier must arrange for this prior to submitting PIC changes.

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SECTION 6 – MISCELLANEOUS CHARGES, (cont'd)

6.1.1 Equal Access Subscription, (cont'd)

6.1.5 Application of Charges

Any carrier submitting an unauthorized PIC change will be billed \$23.00 per request, per order, per telephone number to be changed.

Nonrecurring charges for a change in InterLATA Equal Access Subscription are:

1. InterLATA equal access subscription change when not performed simultaneously to the same carrier with IntraLATA PIC change:

| | |
|--------------------------|------------|
| | <u>NRC</u> |
| A. Residences, per liner | \$5.00 |
| B. Businesses, per line | \$7.00 |
2. InterLATA equal access subscription charge when performed simultaneously to the same carrier with IntraLATA PIC change will result in only the InterLATA PIC change charge fee.

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Access Service Tariff**SECTION 6 - MISCELLANEOUS CHARGES, (cont'd)****6.2 Billing****6.2.1 Standard Switched Access Billing**

The Customer will receive monthly access bills in a standard format at no additional charge. Additional copies of the access bill may be requested and all copies will be sent to the Customer's billing address. Additional paper copies are available for the following fees:

| | |
|--------------------|--------|
| Per Invoice Charge | \$20 |
| Per Page Charge | \$0.10 |

Electronic copies or CD Rom are available on an ICB basis.

6.2.2 Detailed Billing

At the option of the Customer, and for an additional charge, billing detail may be provided. Rates for the retrieval of call detail records are \$50 per request and \$0.012 per record.

6.3 Billing Name and Address (BNA)

Company will provide standard one-time notification to carriers regarding BNA information if an end user has the assigned CIC of that carrier, or if any changes to the end user's account takes place. It is the carrier's obligation to notify the Company in advance that they desire to receive this information and to provide appropriate contact information. Information will be provided to the carrier using the Company's format by either fax or email. There is no fee for Standard BNA reporting. This service commences approximately ten (10) days after receipt of the request from the carrier. Information will be provided in a timely manner.

Any special requests in addition to the above, such as a complete listing of all end users with ANI's assigned to that carrier, request for old information (if available), or any other special request may be provided. Carrier agrees to pay Special BNA Report fee of \$50 per request and \$0.30 per ANI. Special BNA Reports are available solely at the Company's discretion.

Issued: August 28, 2015

Effective: September 4, 2015

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SECTION 7 – RESERVED FOR FUTURE USE

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SECTION 8 – Wireless Access Service

8.1 General

This section applies to interMTA traffic originated by a Commercial Mobile Radio Service (CMRS) provider and terminated to end-user subscribers of the Company (i.e. wireless to wireline traffic) without the direct interconnection of the CMRS provider's and the Company's networks and where the CMRS provider is physically connected with and delivers traffic to a third party ILEC(s) which in turn delivers the traffic to the Company.

8.1.1 This service is provided to CMRS providers licensed by the Federal Communications Commission (FCC).

8.1.2 Wireless Termination Service (WTS) is limited to wireless to wireline traffic that originates and terminates within the same Major Trading Area (MTA), i.e. intraMTA traffic. The MTA as defined in 47 C.F.R. paragraph 24-102 of the FCC Rules and Regulations.

8.1.3 WTS is not available to wireless to wireline traffic that originates and terminates in two different MTA's, i.e. interMTA traffic. In those cases where a CMRS provider terminates interMTA traffic to the end users of the Company, then the rates, terms and conditions of the appropriate access tariff will apply..

8.1.4 This Section applies except as otherwise provided in an approved interconnection agreement between the CMRS provider and the Company, or an approved terminating traffic agreement between the CMRS provider and the Company.

Access Service Tariff

SECTION 8 – Wireless Access Service

8.1 General (cont'd)

- 8.1.5 The Company shall issue a bill to the CMRS provider based on the best information available to the Company including but not limited to records of terminating traffic created by the Company's end office or tandem switch. If possible the CMRS provider will provide to the Company billing records in standard industry format regarding calls it originates that terminate on the Company's network. Records will be provided at an individual call detail record with sufficient information to identify the specific date and time of call, call duration, and originating and terminating numbers. If a CMRS provider is unable to provide these billing records to the Company, the Company may use usage reports and/or records generated by a third party ILEC whose network is used to transit the traffic as the basis for billing the CMRS provider. If the CMRS provider is unable to provide billing records, the CMRS provider will have the responsibility of providing on a quarterly basis (or otherwise as agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is intraMTA and interMTA traffic. The report will also detail what percentage of the interMTA traffic is interstate and what percentage is interstate. Such reports shall be based on studies of actual traffic originated by the CMRS provider and terminated by the Company.

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SECTION 8 – Wireless Access Service

8.1 Wireless Termination Service (cont'd)

- 8.1.6 Reports regarding the percentages of intraMTA or interMTA traffic, and the intraestate/interstate jurisdiction, shall be based on a reasonable traffic study conducted by the CMRS providers and available to the Company upon request. Said studies should be conducted no less than once each quarter to ensure the jurisdictional factors are accurate. The CMRS provider shall pay the Company for all charges in accordance with the rates set forth in Section 8.1.8 of this tariff. Such payments are to be received within twenty (20) days from the effective billing date of the invoice. The CMRS provider shall pay a late fee for any payment not received by the due date in accordance with this Tariff. The late fee shall be the lesser of 1.5% per month or the maximum allowed by law, whichever is less. The CMRS provider shall pay the Company the reasonable amount of the Company's expenses related to the collection of overdue bills including reasonable attorney fees, collection fees and court costs.

The CMRS provider will be responsible for the accuracy and quality of its data as submitted to the Company. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider's records and procedures to ensure compliance and accuracy of the reports. This includes on-site verification reviews at the CMRS provider's or vendor's location. The review may consist of an examination and verification of data involving records, systems, procedures and other information and practices related to the traffic originated by the CMRS provider and terminated to the Company. The CMRS provider will provide the Company with reasonable access to such information as is necessary to determine amounts payable under this Tariff.

- 8.1.7 If the CMRS provider fails to comply with any of the terms and conditions of the Tariff, including remittance of timely payments, the Company may on five (5) day's written notice, refuse additional applications for service and/or refuse to complete any pending orders for service, and/or discontinue the provision of the services (i.e. termination of CMRS provider's calls) by the non-complying CMRS provider at any time thereafter. In the case of such discontinuance, all applicable charges under this Tariff shall become due. If the Company is unable to effectuate discontinuance of service at its own office it may request the assistance of other LEC's with whom the Company's network is connected.

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SECTION 8 – Wireless Access Service

8.2 Rates and Charges

Rates and charges are identical to those listed in Section 5.4 of this Tariff.

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SECTION 9 - SPECIAL ARRANGEMENTS

9.1 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an Individual Case Basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service, or to establish rates for services for which the Company has not yet established generically tariffed rates. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

The Company reserves the right to rate and bill all usage sensitive rate elements at the same rate billed by other companies should those rates exceed the rates published in this tariff.

9.2 Contracts

The Company may provide any of the services offered under this tariff, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this tariff do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings, which may be offered by the Company from time to time.

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