SERVICE CHARGES

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SERVICE CHARGES

6.1 General

A. Service Charges apply to services or equipment ordered or connected into service at the Customer's request including moves, changes, number changes, and restoration of service. Certain items of equipment in this Tariff are listed with an Installation Charge. This Installation Charge is applied in addition to the appropriate Service Charges listed below.

B. Service charges apply in addition to, but not in lieu of, mileage charges or charges which may be incurred in special construction or installations of a temporary or speculative nature.

C. Service charges are comprised of the following work functions, one or more of which is applicable based upon the service or equipment requested by a Customer.

1. Initial Connection Charge

Applicable for work performed by the Telephone Company in connection with the initial establishment of or restoration of service.

2. Secondary Service Order Charge

Applicable for work performed by the Telephone Company in connection with receiving, recording, and processing of Customer requests for service subsequent to the initial establishment of service.

3. Central Office Work Charge

Applicable for functions required within the Central Office.

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SERVICE CHARGES

6.2 Rates

Contact Customer Service for Rates

SERVICE CHARGES

6.3 Application*

*A. The Initial Connection Charge is applicable for requests for:

1. Initial connection of service

2. Transfer of service involving a request for a final bill or, if a final bill is not requested, a refusal of the future Customer to accept full responsibility for the former Customer's account.

*B The secondary service order charge is applicable for subsequent Customer requests for connections, additions, moves or changes to an established service.

C. The Initial Connection Charge is applicable for the connection of local Exchange Access Lines, FX lines, local Private Lines, and additional lines subsequent to the initial establishment of service.

D. The Initial Connection Charge and the secondary service order charge cannot be applied on the same order. When an order requires work for which both the Initial Connection Charge and secondary service order charge would otherwise be applied, only the Initial Connection Charge is applicable.

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E. The Central Office work charge does not apply for:

1. The change of a telephone number to a non-published or non-listed basis when the existing number is not changed.

2. Transfer of service when there is no lapse in service.

F. Service Charges may be paid in equal monthly installments not to exceed a total of six months.

*Notes: See exceptions, Section 6.4 following.

SERVICE CHARGES

6.3 Application (Cont'd)

G. Discontinuance of Service for Nonpayment

An Initial Connection Charge will apply for restoration of service following suspension for nonpayment.

H. The charges specified herein do not contemplate work performed by Telephone Company employees when work is interrupted by the Customer. If the Customer interrupts work once begun, the following labor rates apply in addition to the Initial Connection Charge:

Contact Customer
Service for Rates

I. The charges shown above applicable to moves of Stations apply to PBX service when only the Stations are moved. Where the move involves a move of both Stations and other equipment the charge for the entire move will be the actual Costs with the minimum charge equal to the number of PBX Stations moved times the charge shown above.

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SERVICE CHARGES

6.3 Application (Cont'd)

J. In the case of equipment for which the initial Contract (termination agreement) period is more than one month at the same location, the Subscriber may arrange for the change of location on the same or to different Premises in the same Exchange area by one of the following methods:

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1. By terminating the Contract for service at the old location, and signing a new application. In this case the Subscriber is required to pay the sum of any Termination Charges which may be applicable plus the Installation Charges which would apply in the case of a new installation.

2. By paying the Cost of making the change in location including the Cost of removing all the equipment from the old locations and the Cost of installing the equipment at the new locations. In this case the Contract period is not affected.

K. "Cost" as used in this section is to be interpreted to mean the cost of labor and material including charges for supervision and other overhead expenses.

L. The nonrecurring charge applicable for the establishment of Foreign Exchange service is the total of those nonrecurring charges applicable within both the local and the foreign Exchange.

6.4 Exceptions

Service Charges do not apply for the following:

A. Visits to a Customer's Premises solely for the purpose of repair, maintenance or disconnection of Telephone Company provided service and equipment;

B. Changes in the grade of service.

SERVICE CHARGES

6.4 Exceptions (Cont'd)

C. Service reestablished after the destruction of the residential Customer's Premises by fire, flood, or other similar causes beyond the Customer's control, where the same amount of service is reestablished within a reasonable period of time at the same or different location. If, under the preceding conditions, service is installed at another location and then subsequently reestablished at the original location, Service Charges will apply for the subsequent installation;

D. A change from listed telephone service to unlisted or nonpublished telephone service necessitated by communications which are received that are of an annoying, foul, or profane nature;

E. Directory listing or billing address when company initiated;

F. A change of telephone number when initiated by the Company;

G. Any work functions required not due to Customer's request;

H. Any work functions resulting from a Company initiated order, e.g., replacement of obsolete equipment or service initiated by the Company;

I. No service charges apply for the disconnection or removal of equipment or service. A Termination Charge will apply when a Customer terminates a service which bears a basic termination liability prior to the expiration of the Initial Service Period specified for that service. Regulations for and application of Termination Charges are contained in Section 6.2.

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CONSTRUCTION CHARGES

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CONSTRUCTION CHARGES

7.1 Requirements for Overhead/Underground Line Extensions

A. Construction

The Company will extend its facilities to serve Customers, at their request, under the following conditions:

1. Location and Design of Route - As a general rule, the order of preference for the location of the line extension are (1) public ways, (2) year-round maintained private roads, (3) seasonal private roads, and (4) utility rights of way not along roads. The Company may choose the higher preference even though a lower preference may be shorter. Final determination of location and design for an extension shall rest with the Company. The Company has no obligation to install its facilities where access is limited or difficult by standard Company transportation.

2. Joint Use of Line - Extensions may be built for joint use by the Company and other utilities. No charges or credits shall be made to the Customer's line extension costs for attachment rentals.

3. Service Drop - There shall be no separate charge for an overhead service drop or Network Interface Device the Company determines is needed to adequately handle the new Customer's service requirement. Underground services will be provided in accordance with this Section 7.1.

4. Relocation of Delivery Point

   a. In the event the Company is required to place any portion of its facilities underground, or is required to change the location of any poles or its overhead facilities, such as to accommodate road widening, and a new point of delivery is designated by the Company, the Customer will be required to make any changes in the Customer's wiring and be responsible for all Costs to make these changes.

   b. The Company will reimburse the Customer or pay for the Cost of such changes if the delivery point is changed for the reasons stated above at the sole request and convenience of the Company.

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CONSTRUCTION CHARGES

7.1 Requirements for Overhead/Underground Line Extensions (Cont'd)

B. Customer Obligations

Before the Company will install its facilities the Customer must:

1. Contact the Company, set up a new account, and provide information necessary to serve the Customer;

2. Sign an acknowledgment form establishing the term of the agreement.

3. Obtain for the Company all easements, permits or authorizations required for the line extension;

4. Pay to the Company any Costs incurred by the Company to connect the Customer's service to the Company's existing line. This payment shall also include any tax imposed on the Company related to these Costs. The normal Costs include:

   a. The Costs for construction of the line. The Costs shall be based upon designed Costs of the actual route. In the event a longer route is chosen by the Company to accommodate future growth or improvements, the Customer will be charged designed Costs of a shorter route, as acceptable to the Company;

   b. Any Costs for make-ready work such as changing out a take-off pole, road crossing poles, or installation of mid-span poles;

   c. Any Costs of acquiring a Customer-owned line needed to connect the new Customer to the Company's existing lines, including Costs:

      (1) To purchase and inspect the line;
      (2) To bring it into compliance with the Company's Construction Standards and the National Electrical Safety Code; and
      (3) For any tax resulting from the acquisition, based on the fair market value using designed replacement Cost or other reasonable indication provided by the Customer;

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CONSTRUCTION CHARGES

7.1 Requirements for Overhead/Underground Line Extensions (Cont'd)

B. Customer Obligations (Cont'd)

5. Upon request by the Company, provide a site plan for the Company to design the line installation;

6. When desiring underground (UG) service entrance from aerial plant, provide all associated trench excavation, back-fill, and underground facilities such as conduits and duct systems, adequate pull cord, enclosures, pedestals, vaults, hand holes, or mounting foundations and an acceptable entrance into the building.

7. Pay for all Costs incurred by the Company for applications involving extensions that require construction which would result in extraordinary Costs, such as railroad crossings, crossing rivers and ponds, extending to an island, use of submarine cable, and other special conditions.

8. Provide transportation of all Company line material, tools, men and equipment from the point of reasonable access to the location where service is to be performed whenever operation and maintenance is required on extensions located in remote areas where access by standard Company transportation is not possible. In lieu thereof, the Customer or Customers served by the line shall pay the transportation Costs incurred directly by the Company.

9. When a Customer requests the removal of Telephone Company facilities, the Customer will pay the full Cost of the removal activities, including the Cost of premature retirement of the facilities.

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CONSTRUCTION CHARGES

7.1 Requirements for Overhead/Underground Line Extensions (Cont'd)

C. Company Obligations

1. When the Customer has completed the obligations stated in Section 7.1.B the Company will:

a. Construct, own and maintain the facilities required to serve the Customer's Premises as part of the communications network;

b. Install a service drop and Network Interface device;

2. Residential Customers will be considered only on the basis of distinct households. Temporary services, garages, out buildings, and other service locations of this nature associated with the distinct household will not count as Customers for purposes of applying reimbursements

3. Service entrance provided by the company will be either aerial drop or direct buried drop at the company's discretion

D. Customer-Owned Installation

Line extensions may be built by the Customer, or a contractor for the Customer, if the line will only serve the Customer's Premises in accordance with the Provisions of Section 7.2 following.

E. See also Section 2.16.B of this Schedule.

7.2 Requirements for Customer-Owned Line Extensions

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A. Construction

Extensions and/or underground services may be built by the Customer or a contractor if the line will only serve the Customer's Premises and, in the case of a retail Customer, the extension or underground services built by the Customers or contractor does not enter the public right of way. In that case, the property owner retains ownership of the line and the Company will have no responsibility for repair and maintenance of the line, including tree trimming and storm maintenance.

CONSTRUCTION CHARGES

7.2 Requirements for Customer-Owned Line Extensions (Cont'd)

B. Customer Obligations

1. Before the Company shall be obligated to connect the Customer's line extension to the Company's system, the Customer shall:

a. Build the line extension in accordance with Company's Construction Standards and the National Electrical Safety Code;

b. When installing an underground service, be responsible to install and own the riser pole where the Company shall provide a Network Interface device. Under special circumstances, as identified and approved by the Company, the riser may be attached to a Company pole, but the Company will perform all installation and maintenance work on the riser at the Customer's expense. The Customer may also be assessed an annual pole attachment fee;

c. Pay to the Company the administrative Costs, designed Cost and inspection Costs required to connect that Customer's line to the Company's system, including Costs such as changing out a take-off pole, road crossing poles, and installation of mid-span poles. The Customer is not responsible for Costs for the overhead service drop and Network Interface device;

d. Sign a Customer-owned line extension Contract which the Company may record at the applicable Registry of Deeds; and

e. Provide sufficient notice for the Company to inspect the line.

2. In the event the property is sold or otherwise conveyed, the property owner shall transfer ownership of the Customer's line extension to the new property owner.

3. The Customer shall maintain the line extension in accordance with the Company's Construction Standards and the National Electrical Safety Code.

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CONSTRUCTION CHARGES

7.2 Requirements for Customer-Owned Line Extensions (Cont'd)

B. Customer Obligations (Cont'd)

4. If any additional Customers take service from the line, the Customer shall, at the Company's option, convey the necessary portion of the line extension to the Company and grant the Company any easements or other authorizations required for the line. The additional Customers shall be required to pay the Costs listed in Section 7.1.B.4.c preceding.

5. When it is necessary for the Company to replace a pole with a private riser, the Customer will have a contractor coordinate with the Company for the transfer of the riser to the new pole.

6. The Customer will reimburse the Company for its Costs related to any work on Customer-owned equipment.

7. Relocation of Delivery Point

a. In the event the Company is required to place any portion of its facilities underground, or is required to change the location of any poles or its overhead facilities, such as to accommodate road widening, and a new point of delivery is designated by the Company, the Customer will be required to make any changes in the Customer's wiring in connection therewith, said Costs to be borne by the Customer.

b. The Company will reimburse the Customer or pay for the Cost of such changes if the delivery point is changed for the reasons stated above at the sole request and convenience of the Company.

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CONSTRUCTION CHARGES

7.2 Requirements for Customer-Owned Line Extensions (Cont'd)

C. Company Obligations

1. Except as provided in Section 7.2.C.2 following, the Company will supply the necessary overhead service drop and Network Interface device.

2. In the event the Premises to be served are not readily accessible for maintenance of the service drop and Network Interface device, the Company may not supply the service drop, and the Network Interface device must be installed where it can be accessed by standard Company vehicles.

D. Lines Constructed On Public Way

1. The Company will not connect with a line constructed by a retail Customer in the public right of way. If the retail Customer wishes to connect a the Customer's own line extension to a Company line located in the public right of way, the retail Customer shall construct the extension to a termination point located on the border of the public right of way, and the Company shall construct a line extension from the retail Customer's termination point to the Company's line within the public right of way. The Cost of the construction of the Company's extension from the retail Customer's termination point to the Company line shall be borne by the retail Customer.

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CONSTRUCTION CHARGES

7.2 Requirements for Customer-Owned Line Extensions (Cont'd)

D. Lines Constructed On Public Way (Cont'd)

2. For any non-retail Customer, where the line is on a public way, the Customer must comply with the requirements in Maine Law including Title 35-A M.R.S.A. Section 2305 and 2503 which requires the Customer to:

a. Obtain appropriate permits from the city, town, or Maine Department of Transportation (DOT);
b. Provide a bond or other security required by the city, town or DOT; and
c. Obtain MPUC approval, if required by statute.

E. See also Section 2.16.B of this Schedule.

7.3 Engineering Designs

Prior to connecting to a line extension built by a private contractor, the Company may require the Customer to provide it with a design of the line and certification by a Professional Engineer ("PE") that the line was designed and constructed in accordance with the National Electric Safety Code ("NESC"), National Electrical Code ("NEC") and the Company's standards.

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CONSTRUCTION CHARGES

7.4 Underwater Construction

For underwater construction placed by the Telephone Company to serve Customers situated on islands in lakes, ponds or coastal waters, charges based on actual Cost apply according to the following regulations.

A. New Construction - The Customer is charged the full Cost associated with wire or cable placed underwater and in adjacent trenches. The Customer is also charged the full Cost of trench work and boat rental for laying the wire or cable.

B. Maintenance Construction - The Customer is charged the full Cost for all trench work and boat rental for maintaining the underwater portion of the facilities or reaching the island for maintenance of the wire or cable facilities. The Customer also is charged the full Cost for travel time.

C. If construction serves more than one Customer, charges are allocated equitably.

D. Customer is required to obtain all required easements and permits.

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CONNECTION WITH CUSTOMER-PROVIDED TERMINAL EQUIPMENT AND COMMUNICATION SYSTEMS

9.1 General

The regulations specified herein are in addition to the regulations contained in other sections of this Tariff.

A. Regulations Applicable to Customer-Provided Terminal Equipment and Communications Systems Connected to the Network

1. General Provisions

a. Customer-provided terminal equipment and Customer provided Communications Systems may be connected with facilities furnished by the Telephone Company in accordance with the provisions contained in this section.

b. The satisfactory performance of the exchange and Message toll network requires continuing functional compatibility of the network control signals, transmission systems and the Central Office equipment involved. To assure such compatibility, in all cases, access to the exchange and Message toll network must be made in accordance with the regulations set forth in this Tariff, Federal Communications Commission Rules and Regulations Part 68, and regulations set forth by the Maine Public Utilities Commission.

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Responsibility of the Customer

a. The Customer-owned equipment and facilities shall not:

(1) Interfere with nor damage equipment or facilities of the Telephone Company;

(2) Endanger Telephone Company employees, or the public;

(3) Require changes in Telephone Company equipment or facilities;

CONNECTION WITH CUSTOMER-PROVIDED TERMINAL EQUIPMENT AND COMMUNICATION SYSTEMS

9.1 General (Cont'd)

A. Regulations Applicable to Customer-Provided Terminal Equipment and Communications Systems Connected to the Network (Cont'd)

2. Responsibility of the Customer (Cont'd)

a. The Customer-owned equipment and facilities shall not: (Cont'd)

(4) Cause harm to the network; malfunction of Telephone Company billing equipment or degradation of service to persons other than the user of the Customer-owned-equipment.

b. The Customer shall be responsible for:

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(1) Providing power for the Customer's terminal equipment and Communications Systems;

(2) Indemnifying the Telephone Company against claims for libel, slander, or infringement of copyright of the matter transmitted, or for patent infringement;

(3) Payment to the Telephone Company for requested service visits to the Customers Premises when Telephone Company equipment or facilities are not at fault as specified elsewhere in this Tariff;

(4) Providing all telephones and equipment when he has elected to provide a Customer-owned Communications System;

(5) Payment to the Telephone Company for requested services and equipment to facilitate the connection of Customer-provided equipment. Charges are as specified elsewhere in this Tariff.

CONNECTION WITH CUSTOMER-PROVIDED TERMINAL EQUIPMENT AND COMMUNICATION SYSTEMS

9.1 General (Cont'd)

A. Regulations Applicable to Customer-Provided Terminal Equipment and Communications Systems Connected to the Network (Cont'd)

2. Responsibility of the Customer (Cont'd)

c. Customers may not disconnect, modify or remove or permit others to disconnect, modify or remove any apparatus installed by the Telephone Company, except upon written consent of the Company.

3. Limitation of the Responsibility of the Telephone Company

a. The Telephone Company shall not be responsible for:

(1) Errors in transmission, when the associated Telephone Company facilities are satisfactory for voice-grade communications;

(2) Changes in criteria contained in FCC Rules and Regulations or changes in operations or procedures.

b. The liability of the Telephone Company shall not exceed the prorated charge to the Customer for the period during which there is defective transmission.

c. Certain terminal equipment, including the number of ringers which may be connected to a particular telephone line and the type of telephone instrument directly connected, may cause either the Telephone Company communications facilities or the Customer owned terminal equipment not to function properly. In such cases, the Telephone Company, may after proper notification if practical, temporarily discontinue service until the Customer has had the opportunity to correct the situation which gave rise to the temporary discontinuance. The Telephone Company assumes no liability in the event incoming calls are blocked because the Customer has unplugged all terminal audio devices.

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CONNECTION WITH CUSTOMER-PROVIDED TERMINAL EQUIPMENT AND COMMUNICATION SYSTEMS

9.1 General (Cont'd)

A. Regulations Applicable to Customer-Provided Terminal Equipment and Communications Systems Connected to the Network (Cont'd)

3. ~~Limitation of the Responsibility of the Telephone Company (Cont'd)~~

d. Certain types of Customer-Provided equipment may be connected to one-party service only. The Telephone Company will advise the Customer of technical requirements when the Customer contacts the Company.

4. Violations of Regulations

If Customer equipment is used in violation of FCC Regulations and of this Tariff, the Customer shall discontinue use of the equipment and shall confirm in writing to the Telephone Company within 10 days that the violation has been corrected; otherwise, the Customer's service will be suspended.

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