



**MTC Communications, Inc.**

**Competitive Telecommunications Services Rates, Terms, and Conditions**

**As of August 1, 2020**

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## **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the Customer's location to a switching center or point of presence.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Carrier or Company** - Whenever used, "Carrier" or "Company" refers to MTC Communications, Inc., unless otherwise specified or clearly indicated by the context.

**CLEC** – Competitive Local Exchange Carrier.

**Customer** - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's local service terms and conditions.

**Commission** - The Illinois Commerce Commission.

**Due Date** - The last day for payment without unpaid amounts being subject to a late payment charge.

**Exchange Access Line** - The serving central office line equipment and all plant facilities up to and including the Standard Network Interface.

**Holidays** - The Company's recognized holidays are New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**LEC** - Local Exchange Carrier.

**Local Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**Normal Business Hours** – 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays.

**Premises** - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

## **SECTION 2 - RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

#### **2.1.1 Application**

2.1.1.A. The rules and regulations specified herein apply to intrastate communications services and facilities provided by the Company for telecommunications between points within the state. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this document. Service is available 24 hours a day, seven days a week.

2.1.1.B. The rates and regulations contained herein apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company. Should Customers use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

#### **2.1.2 Terms and Conditions**

2.1.2.A. Except as otherwise provided herein, the minimum period of service is one month (30 days). All calculations of dates set forth shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

- 2.1.2.B. At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates, unless terminated by either party upon proper written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.2.C. This terms and conditions document shall be interpreted and governed by the laws of the State of Illinois.
- 2.1.2.D. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.2.E. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

## **2.2 Shortage of Equipment or Facilities**

- 2.2.1 The Company reserves the right to limit or 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.
- 2.2.2 The furnishing of service is subject to availability on a continuing basis of all necessary facilities from the Company.

### **2.3 Use of Service**

Services provided may be used for any lawful purpose for which the service is technically suited.

### **2.4 Liabilities of the Company**

2.4.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities, and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission occurs. The maximum refund or charge will not exceed an estimated amount equal to such charge or refund for a 6 month period. No other liability shall in any case attach to the Company.

2.4.2 The company shall be indemnified and saved harmless (including costs and reasonable attorney's fees) by the Customer or Customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus, systems and their associated wiring of the Customer; against claims for any accident, injury, or death occasioned by the Company's equipment or facilities when such is not due to negligence of the Company; and against all other claims arising out of any act or omission of a Customer in connection with the facilities provided by the Company.

The Company is not liable for any defacement of or damage to the premises or property of a Customer resulting from the existence of facilities furnished by the Company on the premises, or the installation or removal of such facilities unless such defacement or damage is the result of the negligence of the Company.

- 2.4.3 The Customer indemnifies and saves the Company harmless against any accident, injury or death caused through the use of telephone apparatus which fail to meet the industry dielectric requirements when such apparatus is provided by the Customer. The Company has the right of refusing to, or ceasing to, render telephone service to a Customer if at any time any of the telephones, appliances, lines, or apparatus on the Customer's premises shall be considered unsafe by Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.
- 2.4.4 When lines of another telephone company are used in establishing connection to points not reached by the lines of the Company, the Company is not liable for any act or omission of that other company.

## **2.5 Equipment**

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment or facilities is compatible with such equipment or facilities.

## **2.6 Reserved for Future Use**

## **2.7 Customer Credit for Installation**

- 2.7.1 Service is installed upon mutual agreement between the Customer and the Company.

2.7.2 If the Company fails to keep a scheduled repair or installation appointment when a Customer premises visit requires a Customer to be present, the Company shall credit the Customer \$25 per missed appointment. A credit does not apply when the Company provides the Customer with notice of its inability to keep the appointment no later than 8:00 pm of the day prior to the scheduled date of the appointment.

2.7.3 Credits - New Service Installation Delays For Customers Where Basic Local Exchange is Available

273.A. The Company shall install basic local exchange service within 5 business days after receipt of an order from the Customer unless the Customer requests an installation date that is beyond five (5) business days after placing the order for basic service. (If the Company offers basic local exchange service utilizing the network or network elements of another carrier or if it must install new facilities, the carrier shall install new lines for basic local exchange service within three (3) business days after provisioning has been completed by the other carrier or any new facilities have been constructed.)

273.B. If the Company fails to install basic local service within five (5) business days. The Company will waive 50% of any installation charges, or in the absence of an installation charge, the Company shall provide a credit of \$25.

273.C. If the Company fails to install service within ten (10) business days after the service application is placed, or fails to install service within five (5) business days after the Customer's requested installation date, if the requested date was more than five (5) business days after the date of the order, the Company shall waive 100% of the installation charge, or in the absence of an installation charge the Company shall provide a credit of \$50.



- 273.D. For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the Customer's requested installation date, whichever is greater, the Company will provide an additional credit of \$20 per day until service has been installed.
- 273.E. The Customer shall be notified that he/she is entitled to an additional credit of \$20 per day when installation is delayed beyond the initial ten (10) business days, or beyond five (5) business days after the Customer's requested installation date, if the requested date was more than 5 business days after the date of the order.
- 273.F. If installation of service is requested on or by a date more than five (5) business days in the future, the Company shall install service by the date requested.

## **2.8 Establishing Credit**

2.8.1. The Company, in order to assure the payment of its charges for service, may require applicants and Customers to establish and maintain credit.

### **2.8.2 Applicants for Service**

282.A. The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification (residence or business), previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.

282.B. Applicants may establish credit in one of the following ways:

Responding in a manner satisfactory to the Company to a set of standard questions. The applicant may be required to provide proof in support of these responses.

Payment of a cash deposit to the Company in accordance with the Deposit section, 2.9 following.

282.C. Reserved for Future Use

282.D. If verification of an applicant's credit is required, the Company will permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the applicant's monthly bill for service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with the rules.

282.E. If credit is not established the Company may disconnect the service not sooner than five days after delivery or eight days after mailing of written notice of intention to disconnect.

282.F. When a Customer's service has been disconnected in accordance with the above, service will not be reconnected until the Customer has established credit.

### **2.8.3 Customers**

2.8.3.A. A Customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with the Deposit section, 2.9 following, when any of the following conditions occur:

- During the first twelve months that a Customer receives service, the Customer pays late four times or has service disconnected by the Company for nonpayment two times.
- After the first twelve months that the Customer has received service, the Customer has had service disconnected twice by the Company within a twelve month period or the Company provides evidence that the Customer used a device or scheme to obtain service without payment.

2.8.3.B. Payment by the Customer of delinquent bills may not of itself relieve the Customer from the obligation of establishing credit. A Customer may be required to comply with 2.8.2.B., if applicable.

2.8.3.C. The Company will make its request for a deposit within forty-five (45) days after the event giving rise to the request takes place.

### **2.9 Deposits**

The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.9.1 Amount of Deposit

The amount of the cash deposit may not exceed two (2) month's estimated usage for residential Customers and four (4) month's estimated usage for business Customers.

2.9.2 Payment of Deposits

The company may request that a maximum of 1/3 of the amount of the requested deposit from any Customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two billing periods shall be allowed for the balance of the deposit. A Customer or applicant may, at their option, pay the deposit on a more expedited schedule.

2.9.3 Reserved for Future Use

2.9.4 Adjustments to Deposit

If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate.

2.9.5 Interest to be Paid on Deposits

Interest at the percentage rate determined annually by the Commission shall be paid by the Company on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the Customer as follows:

- By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the Customer.

#### 2.9.6 Records of Deposits

The Company shall maintain records of deposits together with interest, which collectively will show all transaction pertaining to each deposit. The Company shall provide the applicant or Customer with a Deposit Receipt for any deposit received. The receipt will show the Customer's name, service address, serial number, type of service, amount of deposit, rate of interest, date received, Company's name, and a statement of the conditions under which the deposit will be refunded.

### **2.10 Payment for Services**

- 2.10.1 The due date printed on the bill will be at least 21 days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.
- 2.10.2 The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.

Billing inquiries may be directed to the Company at its toll free number (866- 270-0988). When a Customer disputes a particular bill, the company shall not discontinue service for nonpayment so long as the Customer pays the undisputed portion of the bill; pays all future periodic bills by the due date; and enters into discussions with the company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.

2.10.3 In the event a Customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the company will refund the overcharge

## **2.11 Reserved for Future Use**

## **2.12 Taxes**

All federal, state, and local taxes and user fees (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax, 911 Service Surcharge, Universal Service Fee(s), and Telecom Relay Service Fee) are listed as separate line items and are not included in the quoted rates. 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 assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

## **2.13 Late Payment Charge**

The Company will assess a late payment charge equal to the amount prescribed in this local service terms and conditions document.

## **2.14 Cancellation by Customer**

Customer may cancel service by providing written or oral notice to the Company.

## **2.15 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

## **2.16 Discontinuance of Service by Carrier**

2.16.1 The Company may discontinue or refuse service for any of the reasons set forth below:

- When the Company does not have facilities available to the Customer's premises.
- For failure to make or increase a deposit as set forth herein.
- For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or Customer at the same or another location, or where the applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or Customer. The Company may discontinue service if the current Customer is liable for a past due bill for telephone service pursuant to Section 15 of the Rights of Married Persons Act [750 ILCS 65/15], unless the Customer, at the option of the Company, pays any past due bill and/or provides a deposit.

- For failure to provide company representatives with necessary access to the company-owned service equipment, after the Company has made an oral or written request for access.
- The Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the company has so notified the Customer prior to disconnection.
- For violation of or noncompliance with a Commission order.
- For violation of or noncompliance with any rules of the company listed in this local service rates, terms, and conditions document for which the company is authorized to discontinue service for violation or noncompliance on the part of the Customer or user;
- For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.
- The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.
- 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.
- Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.



2.16.2 The following will not constitute sufficient cause for discontinuance or refusal of service:

- Except as set forth in section 2.16.1. above, failure to pay the past due bill of a previous Customer of the premises to be served, unless the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous Customer, or the previous Customer is currently a member of the same household as the applicant.
- Failure to pay charges for directory advertising.
- Failure to pay the past due bill for a different class of service (residential or business).
- Failure to pay charges for terminal equipment or other telephone equipment purchased from the Company, an affiliate, or a subsidiary.

2.16.3 Discontinuance Procedures

- The Company will only discontinue service after it has mailed or delivered a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance will be delivered separately from any other written matter or bill.
- Notice of discontinuance will not be mailed before the third business day following the due date shown on the bill.
- Notice of discontinuance will remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company will not discontinue service beyond the twenty (20) day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.

- In addition to the written notice, the company shall attempt to advise the Customer when service is scheduled for discontinuance. The company shall not deliver more than two consecutive notices of discontinuance for past due bill without engaging in collection activity with the Customer.
- Service will not be discontinued for a past due bill after 12:00 noon on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Illinois, or any day when the utility's business offices are not open. Services will be discontinued only between the hours of 8:00 a.m. and 2:00 p.m., unless the Company is prepared to restore the Customer's service within three hours of receipt of payment.

2.16.4 The following additional provisions will apply for the termination of residential service:

- The Company will postpone discontinuance of telephone service to a residential Customer for thirty (30) days from the date of certification by a licensed physician that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for the Customer or a permanent resident in the Customer's household. Initial certification by the certifying physician may be by telephone if written certification is forwarded within five (5) days.
- This certificate of medical emergency must be in writing on stationery which clearly sets forth the name of the doctor, hospital, or medical clinic. The certificate must clearly show the name of the person whose illness would be aggravated, the nature of the medical emergency, and the name, title, and signature of the licensed physician certifying the medical emergency.
- Initial certification shall prohibit discontinuance of service for thirty (30) days. Certification may be renewed by the Customer for one additional

thirty (30) day period by providing another certificate to the utility. Failure to so renew the certificate shall entitle the utility to initiate discontinuance procedures.

- In the event service is discontinued within ten (10) days prior to certification of illness by or for a qualifying resident, service shall be restored to that residence if a proper certification is thereafter made in accordance with the foregoing provisions.

## **2.17 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in rates, terms, and conditions document. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer- provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

## **2.18 Credit for failure to repair out-of-service within 24 hours**

- 2.18.1 If the Company fails to repair an out-of-service condition for basic local exchange service within 30 hours, the Company shall provide a credit to the Customer.
- 2.18.2 If the service disruption is for more than thirty (30) hours, but no more than forty-eight (48) hours, the credit must be equal to a pro-rata portion of the monthly recurring charges for all basic local exchange services disrupted.
- 2.18.3 If the service disruption lasts for forty-eight (48) hours, but less than seventy-two (72) hours, Company shall provide a credit of 33% of one month's recurring charges for all basic local services disrupted;

- 2.18.4 If the service disruption last for greater than seventy-two (72) hours but not more than ninety-six (96) hours, Company shall provide a credit 67% of one month's recurring charges for all basic local exchange services disrupted;
- 2.18.5 If the service disruption last for greater than ninety-six (96) hours but no more than one hundred twenty (120) hours, Company shall provide a credit for one full month's recurring charges for all basic local services disrupted;
- 2.18.6 If the service disruption last for greater than one hundred twenty (120) hours, Company will provide an additional credit of \$20 per day.
- 2.18.7 Credit for services applies to "basic local exchange service", which is defined in 83 Ill. Adm. Code Part 737.
- 2.18.8 For calculating credit allowances, every month is considered to have thirty (30) days.

## **2.19 Limitations on Credit for Service Disruption Allowance**

- 2.19.1 Credits do not apply if the violations of a service quality standard:
  - 2.19.1.A occurs as a result of a negligent or willful act on the part of the Customer;
  - 2.19.1.B occurs as a result of a malfunction of the Customer-owned telephone equipment or inside wiring;
  - 2.19.1.C is extended by the Company's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the Company;
  - 2.19.1.D occurs as a result of a customer request to change the scheduled appointment, provided the violation is not further extended by the Company;
  - 2.19.1.E occurs as a result of the Company's right to refuse service to a customer as provided in Commission rules; or
  - 2.19.1.F occurs as a result of a lack of facilities when a customer requests

service at a geographically remote location, where a customer requests service in a geographic area where the Company is not currently offering service, or when there are insufficient facilities to meet the customer's request for service, subject to the Company's obligation for reasonable facilities planning.

2.19.1.G. occurs as a result of, or is extended by, an emergency situation; An emergency situation is defined as:

- a declaration made by the applicable State or federal governmental agency that the area served by the Company is either a State or federal disaster area; or
- an act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the Company; or
- a severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood or fire that prevents the Company for restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

**2.19.1.H.** An emergency situation shall not include:

- a single event caused by high temperature conditions alone; or
- a single event caused, or exacerbated in scope and duration, by acts or omissions of the Company, its agents, employees or contractors or by conditions of facilities, equipment, or premises owned or operated by the Company; or
- any service interruption that occurs during a single event listed above, but are not caused by those single events; or
- a single event that the Company could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a Company be required to undertake precautions that are technically infeasible or economically prohibitive.

## **2.20 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Company. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

## **2.21 Dishonored Payment Charge**

Any person submitting a check or draft that authorizes an Automated Clearing House (ACH) payment to the Company as payment for services, which is subsequently dishonored by the issuing institution, shall be charged a Returned Payment Charge per dishonored payment item as set forth in the rate section, Section 3.12 Returned Payment Charge. If the Customer remits to the company on more than one occasion during a 12 month period a check, draft, or other instrument which is dishonored the company may refuse acceptance of further checks and place the Customer on a “cash” basis. Under a “cash” basis the company may require the Customer to pay by money order, certified check or cash.

Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance shall not constitute payment of a Customer’s account and the Company shall not be required to issue additional notice prior to discontinuance, however three (3) banking days will be allowed for redemption of such instrument.

## **2.22 Service Restoral Charge**

The Company will charge a service restoral fee. This fee will be automatically waived for the Customer’s first service restoral each calendar year for non- payment disconnection.

## **2.23 Customer Complaints**

Customers can reach the Company's Customer Service department by dialing 1-866-270-0988 toll free. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner.

The company shall direct its personnel engaged in personal contact with the applicant, Customer, or user seeking dispute resolution to inform the Customer of their right to have the problem considered and acted upon by supervisory personnel of the company where any dispute cannot be resolved. The company shall further direct such supervisory personnel to inform such Customer who expresses nonacceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Consumer Services Division of the Illinois Commerce Commission as follows:

Illinois Commerce Commission  
Consumer Services Division  
527 East Capitol Avenue  
Springfield, Illinois 62701  
Phone: 800-524-0795

## **2.24 Directory Listings**

2.24.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to

be placed in the directory or directories of the dominant local exchange carrier and/or other directories in the area or online, under the conditions imposed by the carrier.

2.24.2 The Company is not liable for any errors or omissions in directory listings.

## **2.25 Universal Emergency Telephone Number Service (911, E911)**

2.25.1 Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 (“E911”) has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

2.25.2 This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

2.25.3 This rates, terms, and conditions document does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.



- 2.25.4 911 information consisting of the names, addresses and telephone numbers of all telephone Customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.25.5 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the PSAP.
- 2.25.6 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper PSAP.
- 2.25.7 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party(ies) accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

Under the terms of this rates, terms and conditions document, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others.

- 2.25.8 The governmental unit who is legally authorized to subscribe to the service and have public safety responsibility to respond to telephone calls from the public for emergency police and fire and other services within the telephone central office areas arranged for E911 service calling is subject to charges in section 3.4 following.

## **2.26 Telecommunications Relay Service (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. A Customer will be able to access the state provider(s) to complete such calls.

- 2.26.1 The Company concurs in the Rates, Rules and Regulations governing: (1) intrastate Telecommunications Provisions for the Hearing and Voice Impaired as filed by the Illinois Telecommunications Access Corporation (“ITAC”) in its ILL.C.C. No. 3 tariff; (2) intrastate Telecommunications Provisions for the Deaf and Severely Hearing-Impaired for Telecommunications Relay Service as filed by the ITAC in its ILL.C.C. No. 4 tariff.
- 2.26.2 The Company extends this concurrence to any and all changes which may be made subsequent to this date by the ITAC in its ILL.C.C. No. 3 and ILL.C.C. No. 4 tariffs.

2.263 The Company hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.

## **2.27 ITAC Supplemental Charge**

Pursuant to the Order dated April 15, 2020, of the Illinois Commerce Commission in Docket 20-0220, MTC Communications, Inc. shall impose a supplemental charge of 2 cents per month per line for all Illinois telecommunications carriers, including wireless carriers (other than prepaid wireless carriers) and VoIP residential subscriber lines, a charge of 0.4 cents per VoIP business subscriber lines, a charge of 0.4 cents per line for all Centrex lines and a charge of 10 cents per PBX trunk. Charges for services provisioned by T-1 lines and other advanced services shall mirror MTC Communications, Inc.'s application of 9-1-1 charges. The assessment on prepaid wireless transactions is established at .07% of prepaid retail transactions, to be implemented by the Illinois Department of Revenue. These charges shall be effective with bills rendered or transactions occurring on or after July 1, 2020, or at the beginning of the first cycle after July 1, 2020.

## **2.28 Universal Telephone Service Assistance Program (UTSAP)**

A one-time credit of up to \$35.00 will be applied to the telephone installation charge for each eligible new subscriber, as defined in 2.29.1 below.

2.29.1. To qualify for the program, the applicant must participate in any of the following assistance programs, as required, to establish eligibility. The Illinois Department of Human Services will certify the applicant's participation in assistance programs (a) and (b) below for purposes of determining eligibility:

- a. Medicaid
- b. Supplemental Nutrition Assistance Program (SNAP) – formerly Food Stamps
- c. Supplemental Security Income (SSI)
- d. Federal Public Housing Assistance (FPHA)
- e. Veterans Pensions or Survivors Benefits Program
- f. Supplemental Nutrition Assistance Program (SNAP) – formerly Food Stamps

2.29.2. The Telephone Company's verification through the Department of Human Services shall constitute proof of income eligibility.

## **2.29 Universal Telephone Service Assistance Program (UTSAP) (Cont'd)**

- 2.29.3. Assistance shall be granted to one access line per low income household.
- 2.29.4. The UTSAP Program is funded through voluntary contributions from Illinois customers as described in 2.29.5 following.
- 2.29.5. Universal Telephone Assistance Program (UTSAP) Voluntary Funding
- A. Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the company on the customer's monthly bill. The voluntary contribution shall not reduce the customer's total monthly bill amount due the Company for telephone services or other charges.
    - 1. Residential customers may elect to contribute \$.50, \$1.00, \$2.00 or \$5.00 per month.
    - 2. Business customers may elect to contribute \$1.00, \$5.00, \$10.00 or \$25.00 per month.
  - B. Customers may elect to discontinue or change the amount of monthly contribution on their bill at any time upon providing at least 30 days' notice to the Company.
  - C. Failure by the customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.

## **2.30 Direct Inward Dialing (DID) Service**

- 2.30.1 DID Service to Customer premises located switching systems is furnished subject to the availability of telephone numbers.
- 2.30.2 The service includes the central office switching equipment necessary for direct inward dialing from the exchange and long distance message telecommunications network directly to terminal equipment associated with Customer premises located switching systems.
- 2.30.3 The service must be provided on all lines in a trunk or network access line group arranged for inward service. Routing of calls to selected numbers within the direct inward dialing number group over a separate trunk or network access line group is not contemplated.
- 2.30.4 Operational characteristics of interface signal between the Company-provided connecting arrangements and the Customer-provided switching equipment must conform to the rules and regulations the Company considers necessary to maintain proper standards of service.
- 2.30.5 The Company shall not be responsible to the Customer or to the Customer's patron if changes in protection criteria or in any of the facilities, operations or procedures of the Company render any facilities provided by a Customer, or its patrons obsolete or require modification or alteration of such equipment.
- 2.30.6 Direct-in-dial Trunks may be provided in the quantity determined by the Company to be sufficient for adequate service, only in exchanges where the Central Office is equipped for such service. When otherwise provided, Direct-in-dial Trunks will be furnished at rates based on cost.
- 2.30.7 One directory listing will be provided without charge for numbers issued for DID service. Customers desiring additional listings may purchase listings.
- 2.30.8 Addition/Deletion of DID numbers are applicable to the Service Order Charge and Service Activation Charge listed in Section 3.

## 2.31 Integrated Services Digital Network (ISDN) Service

### 2.31.1 Primary Rate Interface (PRI)

- A. ISDN – PRI Service will be offered from suitably equipped central offices and outside plant facilities as conditions permit.
- B. ISDN service provides a method of access to the telephone network called Primary Rate Interface (PRI). ISDN service with PRI interface provides a high capacity access line, operating at 1.544 mbps to the telecommunications network and provides integration of multiple voice and data transmission channels on the same facility. The service will provide connectivity between an ISDN compatible CPE and a serving central office. PRI consist of twenty- three 64.0 kbps (B) Channels and one 64.0 kbps (D) Channel. These channels may be used to connect the customer’s CPE to the public circuit switched network.
  - 1. Bearer (B) Channels – A two-way synchronous channel capable of supporting 64.0 kbps of digital transmission. Each B Channel can be used for Circuit Switched Voice, Circuit Switched Data, or Packet Switched Data.
  - 2. Data (D) Channels – A 64.0 kbps digital signaling-only channel for call establishment when used with Primary Rate Interface. The D Channel cannot be used for Packet Switching.
- C. Clear Channel Capability and Extended Superframe Format are inherent to the service.
  - 1. Clear Channel Capability (CCC) – A connection that provides end-to-end digital connection in which all 64.0 kbps of bandwidth are available for customer use.
  - 2. Extended Superframe Format – This format increases bandwidth that can be used for other functions and allows enhanced features and continuous performance monitoring on the 1.544 mbps links. It also accommodates Bipolar with 8 Zero Substitution (B8ZS) for 64.0 kbps Clear Channel Capability.

## **2.31 Integrated Services Digital Network (ISDN) Service (Cont'd)**

### **2.31.1 Primary Rate Interface (PRI) (Cont'd)**

D. The required components for ISDN-PRI service will be as follows:

1. High Capacity Digital Service – Provides an access loop (channel termination) from the customer premises to the serving wire center. PRI is only available with non-protected High Capacity Digital Service. See access tariff for rates and regulation.
2. Primary Rate Interface – Provides the multiplexing to support twenty-three B Channels at 64.0 kbps and one D Channel for signaling also at 64.0 kbps. The B Channels also provide circuit switched service that will allow either voice or data transmission. See Section 3.9 for PRI rates and charges.
3. Supplemental Charge – Five (5) Supplemental Charges apply to each ISDN-PRI arrangement. See Section 3.10 for Supplemental Charges.
4. All applicable taxes and surcharges will apply.

## **2.31 Integrated Services Digital Network (ISDN) Service (Cont'd)**

### **2.31.1 Primary Rate Interface (PRI) (Cont'd)**

- E. Standard Features for PRI
  1. Clear Channel Capability – The B Channels on the PRI are clear, since all signaling and control functions are handled by the D Channel. This allows all 64.0 kbps on each B Channel to be used for customer information over the PRI.
  2. Dedicated Trunk Groups – Allow all 23 channels to be used as stand-alone trunk groups. Each channel is capable of handling incoming or outgoing Circuit Switched Voice or Circuit Switched Data.
  3. Calling Number Delivery – Provides the customer with the telephone number of the calling party. This feature is provided via the D Channel associated with incoming calls on a B Channel to a PBX.
  4. Call by Call for Trunk Groups – Allows Circuit Switched Voice and Data options enabled on the PRI to share B Channels and arrange them as a single trunk group. This allows incoming and outgoing voice and Circuit Switch Data calls to use B Channels on a call by call basis.
- F. A Service Rearrangement fee will be charged when, at the customer's request, the Company changes or makes additions/deletions to the PRI service trunking arrangement.
- G. The minimum service period for each ISDN-PRI service is one month.

## **2.32 Supplemental Charges**

### **2.32.1 Supplemental Charge to Certain Intrastate Rates**

The Company will charge its customers, in addition to all other applicable rates and charges, a supplemental charge per access line as listed in Section 3.10. This charge applies to each local access line or trunk.



**SECTION 3 - RATES AND SERVICES**

**3.1 Service Area**

The Company will provide Local Exchange Service within the State of Illinois in the following exchanges:

<u>Exchanges</u>	<u>Local Calling Area</u>
Macomb	Macomb, Colchester, Blandinsville, Good Hope, Industry, Adair, Littleton, Bardolph, Colusa, Lomax, Raritan, Smithshire, and Swan Creek

The remaining exchanges have a local calling area only within their exchange: Bowen, Bushnell, Cameron, Carthage, Hamilton, Monmouth, Roseville, Stronghurst, Dallas City, Ferris, and Biggsville.

**3.2 Business Dial Tone Lines**

3.2.1 One (1) line billed to common account number.....	\$23.50 per line
3.2.2 Additional lines billed to common account number.....	\$23.50 per line

**3.3 Residential Dial Tone Lines**

3.3.1 One (1) line billed to common account number.....	\$23.50 per line
3.3.2 Additional lines billed to common account number.....	\$23.50 per line

**3.4 Enhanced Emergency Number Service (E911)**

3.4.1 E911 Trunk Group.....	\$0.40 per line
3.4.2 E911 Daily PSAP Updates (Minimum 1 hour).....	\$20.00 per hour

**3.5 Service Order and Activation Charges**

3.5.1 Installation Charge, per new account.....	\$50.00
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**3.6 Premise Visit Charge**

3.6.1 Per premise visit.....	\$65.00
3.6.2 Labor per hour (normal business hours) .....	\$100.00
3.6.3 Labor per hour (outside of business hours) .....	\$142.50
3.6.4 Labor per hour (outside of business hours, wiring)	\$207.50

\*\*Minimum charge for a technician to repair wiring or equipment for which you are responsible

### **3.7 Directory Assistance**

The Company provides Directory Assistance as an ancillary service exclusively to its Customers. Directory Assistance is accessible by dialing “411”.

Local Directory Assistance Number, per call:	\$0.75
National Directory Assistance Number, per call:	\$0.95
Call Completion, per minute	\$0.25

### **3.8 Change Number Announcement**

\$10.00 per changed number. This announcement will be valid for three months.

### **3.9 ISDN-PRI**

PRI Trunk Full Capacity, per month	\$525.00
PRI Trunk 6 Channels, per month	\$350.00
Additional Channels, per Channel per month	\$14.00
Initial Trunk Installation	\$500.00

### **3.10 Supplemental Charges**

Supplemental Charges to Certain Intrastate Rates, per individual line or trunk	\$6.50
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### 3.11 Optional Features Offered:

➤	Caller ID (Name and Number)	\$5.00 per line
➤	Caller ID (Number Only)	\$1.25 per line*
➤	Call Waiting/Cancel Call Waiting	\$1.25 per line*
➤	3-Way Calling	\$1.25 per line*
➤	Call Forwarding	\$1.25 per line*
➤	Auto Recall	\$1.25 per line*
➤	Automatic Callback	\$1.25 per line*
➤	Distinctive Ringing	\$1.25 per line*
➤	Ring Again	\$1.25 per line*
➤	Selective Call Reject	\$1.25 per line*
➤	Selective Call Acceptance	\$1.25 per line*
➤	Selective Call Forwarding	\$1.25 per line*
➤	Speed Dialing	\$1.25 per line*
➤	Simultaneous Ring	\$1.25 per line*
➤	Telemarketing Call Screening	\$1.25 per line*
➤	Toll Control with PIN	\$1.25 per line*
➤	Toll Denial	\$1.25 per line*
➤	Trunk Hunting	\$1.25 per line*
➤	Teen/Fax Ringing	\$5.00 per line
➤	Non Published Number	\$1.00 per line
➤	Voicemail	\$3.00 per line
➤	Additional Listing Charge	\$6.50 per listing
➤	Foreign Listing per year	\$85.00 per listing
➤	Directory Listing Add/Change	\$20.00 per listing
➤	DID, group of 20 assigned numbers	\$7.50 per group
➤	* If bundled, \$3.75 per line total for 3 or more	

### 3.12 Returned Payment Charge

\$20.00 per dishonored payment item

### 3.13 Service Restoral Charge

\$35.00 per occurrence.

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### **3.14 Late Payment Charge**

Customers will be charged 5% of any amounts owed to the Company beyond the due date for such payment.

### **3.15 Pay Telephone (Payphone) Surcharge**

A \$0.494 surcharge shall be assessed for each local, coinless access code or subscriber toll-free payphone call made from a pay telephone such as to a toll free 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX. Although collected on the Customer's bill, this charge is reimbursed to pay telephone service provider.

### **3.16 Directory Listings**

For each Customer of Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge. Non-Published numbers do not appear in the directory. See Section 3.11 for Non-Published charges. Unlisted numbers may be issued at no charge when a Customer's main billing telephone number at that service location is already published in the directory.

### **3.17 Non Published Numbers**

Non Published numbers do not appear in the directory. See Section 3.10 for Non Published charges. Unlisted numbers may be issued at no charge when a Customer's main billing telephone number at that service location is already published in the directory.

### **3.18 Promotional Offerings**

The Company may, from time to time, offer promotions which may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotions may be offered at the Company's discretion and may include, but is not limited to, bundling of services. Such offerings are subject to the applicable non- recurring and recurring charges

### **3.19 Individual Case Basis (ICB) Arrangements**

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this provision will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of rates, terms and conditions document. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.