

Lincolnvile Communications Inc.

**LINCOLNVILLE COMMUNICATIONS INC.**

**SCHEDULES OF TERMS AND CONDITIONS AND RATES**

**FOR**

**INTRASTATE SERVICE**

**WITHIN**

**THE STATE OF MAINE**

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## **NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES**

The State of Maine Public Utilities Commission (MPUC) requires that each telephone utility's Terms and Conditions comply with and not conflict with requirements of Maine Statutes (primarily in Title 35-A) and MPUC rules. Any provision in these Terms and Conditions or rate schedules that conflicts with a Maine statute or MPUC rule is inapplicable and will not be enforceable (unless a waiver has been granted). The following MPUC rules apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

- Chapter 204 – Basic-Service Calling Areas
- Chapter 230 – Installation, Maintenance and Ownership of Customer Premises Wire
- Chapter 250 – Coin-operated Telephone Service
- Chapter 280 – Provision of Competitive Telecommunications Services
- Chapter 291 – Standards for Billing, Credit and Collection, and Customer Information for Non-Eligible Telecommunications Carriers
- Chapter 292 – Standards for Billing, Credit and Collection, and Customer Information for Interexchange Carriers
- Chapter 294 – Lifeline and Link Up Service Programs
- Chapter 296 – Selection of Primary Interexchange and Local Exchange Carriers
- Chapter 297 – Anti-Cramming Rule: Registration Requirements, Complaint Procedures and Penalty Provisions for Service Providers and Billing Aggregators
- Chapter 870 – Late Payment Charges, Interest Rates to Be Paid on Customer Deposits and Charges for Returned Check Fees

In addition, the following provision (which is required by statute) is part of this Utility's Terms and Conditions:

Notice Concerning All Terms and Conditions and Rates (continued)

1. FOR INTEREXCHANGE SERVICE:

Discount for Hearing-Impaired Customers. Upon Customer request, the Company will automatically apply a 70% reduction for intrastate toll calls made from lines used by certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for Residential telephone communications, and others as provided in 35-A M.R.S.A. §7302. To qualify for an automatic reduction, the Customer must submit an affidavit to the Company on a form approved by the Maine Department of Human Services, stating that due to one of the aforementioned conditions, the Customer or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to the Customer's telephone. Upon request, Customers making calls to certified persons are eligible for a 70% rate reduction for relevant billed calls made during each billing period.

2. FOR LOCAL EXCHANGE SERVICE:

An Enhanced Universal Emergency Number Service (E911) surcharge, as provided in 25 M.R.S.A. § 2927 (1-A), applies each month to each residence and business access line, including PBX trunks, Centrex access lines, semipublic coin lines, and public access lines, in addition to the monthly local Service rates for these lines specified elsewhere in these schedules. The surcharge shall not be imposed upon more than 25 lines per Customer billing account and shall not apply to a Customer who subscribes solely to interexchange Services.

3. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES:

- A. A surcharge for the Maine Telecommunications Education Access Fund (MTEAF) applies to all intrastate Services billed to a retail Customer. The surcharge shall not apply to surcharges such as those for Enhanced 911, the Maine Universal Service Fund, or similar funds. The surcharge shall be equal to the percentage of revenues established by the Maine Public Utilities Commission pursuant to Chapter 285, § 2(B) of the Commission's Rules.
- B. A surcharge for the Maine Universal Service Fund (MUSF) applies to all intrastate Services billed to retail Customers. The surcharge shall not apply to surcharges such as those for Enhanced 911, the Maine Telecommunications Education Access Fund, or similar funds. The surcharge shall be equal to the Revenue Percentage established quarterly by the Administrator of the MUSF.

Notice Concerning All Terms and Conditions and Rates (continued)

3. FOR BOTH LOCAL AND INTEREXCHANGE SERVICES (continued):

- C. Consistent with Title 36M RSA c. 358, Section 2552, a Service Provider Tax surcharge will be applied monthly on the value of telecommunications Services billed, and identified as such beginning with bills rendered on or after July 1, 2004. The amount of the surcharge is an equivalent passthrough of the charges assessed to the Company pursuant to Title 36M RSA c. 358, Section 2552.
- D. A ConnectME assessment applies to retail Customer bills. The assessment shall be equal to a percentage, established by the ConnectME Fund Administrator, of communications services as defined by Chapter 101 of the Rules of the ConnectME Authority.

Any provisions in these Terms and Conditions that limit liability or damages do not apply to the extent they conflict with 11 M.R.S.A. §2-316(5) of the Maine Revised Statutes, Exclusion or Modification of Warranties.

This Utility agrees that it is responsible for complying with all applicable rules of the Maine Public Utilities Commission and with the Maine Revised Statutes. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule of the Maine Public Utilities Commission, or the Maine Revised Statutes, the rule or statute will govern (unless a waiver has been granted); and the Utility may be subject to action by the Consumer Assistance Division of the Maine Public Utilities Commission or an investigation by the Commission pursuant to 35-A M.R.S.A. § 1303.

Terms and Conditions

Definitions

1. "Carrier", "Company" or "Utility" refers to Lincolntonville Communications Inc.
2. "Completed" call is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.
3. "Customer" means any person who has applied for, been accepted, and is either receiving Utility Service or has agreed to be billed for Utility Service. This term also includes a person who was a Customer of the same Utility within the past 30 days and who requests Service at the same or a different location.
4. "Residential" Customer is a Customer who has telephone Service at a dwelling and the Service is used primarily for domestic or social purposes. All other Customers are nonresidential Customers.
5. "Service" means any telecommunications Service(s) provided by the Carrier under these schedules.
6. "Station" is a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Terms and Conditions

General Description of Services Offered

1. These Terms and Conditions and Rate Schedules govern Company Services originating and terminating at points within Maine.
2. Under these schedules, the Company's intrastate Service territory consists of the State of Maine to the extent that facilities are available.
3. Company Services are available for both Residential and nonresidential Customers under these schedules
4. Under these schedules, Company Services are available 24 hours per day, 7 days per week.

Terms and Conditions

Credit and Collection Procedures

1. Residential Customers: Application for Service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for Residential Customers are governed by Chapters 291 and 292 of the Maine Public Utilities Commission's Rules.
2. Nonresidential Customers: Application for Service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for nonresidential Customers are governed by Chapters 291 and 292 of the Maine Public Utilities Commission's Rules.
3. The Company charges \$50.00 to establish service.
4. For billing purposes, resold Service is established on the date the Customer's local exchange carrier switches the Customer's Service to the reselling Company's network.
5. The Company bills charges monthly. For billing purposes, a month consists of thirty (30) days.
6. The Company charges \$100.00 to restore Service that was disconnected for nonpayment of bills, violation of these Terms and Conditions, or fraudulent use of the Company's Services.
7. All state and local taxes (i.e., sales tax) are listed as separate line items and are not included in the rates quoted in the Customer Service Agreement.
8. As provided in Chapters 870 of the Maine Public Utilities Commission's Rules, the Company charges \$5.00 per account to which the check is applied or the amount of the bank charges the Company, not to exceed \$15.00 for each check returned for nonpayment by a bank. If the Company charges more than \$5.00, the Company shall furnish the Customer with proof of the bank charge.
9. All Customer bills are due and payable when presented. The bill becomes past due no less than 30 days after postmarked. Once a bill is past due, the Carrier may proceed with collection activities per Chapter 291 and 292, and a late payment shall be charges on the undisputed past due amount, calculated at the maximum monthly rate specified in Chapter 870 as updated in November of each year by the Commission's Director of Finance.



Terms and Conditions

Credit and Collection Procedures

9. Customer complaints are handled by a full service customer service department. Customers may call (207) 763-9911 from 7:30 a.m. to 4:00 p.m., Monday through Friday or submit a written complaint to:

Customer Service Manager  
LincolNville Communications Inc.  
133 Back Meadow Road  
Nobleboro, Maine 04555

If the Customer is not satisfied with the Company's response, the Customer may contact the Consumer Assistance Division, Maine Public Utilities Commission, 18 State House Station, 242 State Street, Augusta, Maine 04333-0018. Telephone: 800-452-4699 or 207-287-3831. Facsimile: 207-287-1039.

Terms and Conditions

Interruption of Service/Liability

1. The Company will attempt to provide continuous and uninterrupted Service. When the Company schedules a Service interruption for maintenance or repairs, the Company will notify Customer of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
2. The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in furnishing Services or in company facilities; and not caused by the willful misconduct of its employees or agents will not exceed the amount that the Company would have charged the Customer for Service for the period the aforementioned faults occur.
3. Upon Customer request, the Company will credit a Customer's account for Service interruptions, which are not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not the Customer's wiring or equipment. For purposes of computing a credit for leased facilities, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720<sup>th</sup> of the monthly charge for the facilities affected for each full hour of the interruption.
4. The Company shall not be liable for any act or omission of any other carrier or end user providing a portion of a Service.
5. The Company is not liable for damages to customer premises resulting from the furnishing of a Service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
6. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from the Customer's or its customers' use of Services provided by the Company, involving:
  - A. Claims for libel, slander, invasion of privacy or infringement of copyright arising from the Customer or its customers' own communications or equipment.
  - B. All other claims arising out of any act or omission of the Customer or its customers in the course of using a Company Service.
  - C. Claims for libel, slander, or copyright infringement arising from the material, data, information, or other content transmitted using Company Services.
7. The Company's failure to provide or maintain Service shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions, acts of God and other circumstances beyond the Company's reasonable control.

Service Descriptions and Rates

The Company offers local, toll, and dedicated Service where the Company determines it is available. Unless otherwise agreed by the parties, Service rates will be negotiated on an individual case basis, and will be documented via a signed Customer Service Agreement between the Company and the Customer generally in the format of the agreement attached as Exhibit A. Customer Service Agreements which do not materially differ from the format of Exhibit A will be effective in accordance with their terms. The Company will maintain copies of all effective Customer Service Agreements on file at Company offices. In the absence of a Customer Service Agreement, or where the Customer Service Agreement is silent, Service will be provided subject to the terms, conditions, and rates in these schedules, including the following rates:

## Toll and Interexchange Service Rates:

Toll Usage Per Minute or Fraction Thereof	\$0.05
<u>Toll Plans</u>	<u>Monthly Rate</u>
State of Maine Plan – up to 1,000 toll minutes monthly within the State of Maine	\$19.95
Continental USA Plan – up to 1,000 toll minutes monthly within the 48 contiguous states of the United States	\$39.95

## Local Exchange Service, per month:

Basic Exchange Line	\$50.00
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Customer Service Agreement  
(CONFIDENTIAL)

This Agreement is by and between Lincolntonville Communications Inc. (LCI), a Maine corporation having its principal place of business at 133 Back Meadow Road, Nobleboro, Maine, and \_\_\_\_\_(Customer) a corporation having a place of business at \_\_\_\_\_.

The provision of service by LCI under this Agreement is subject to its Schedules of Terms and Conditions and Rates for Intrastate Service Within the State of Maine (Schedules) and this Agreement. Where there is a conflict between a provision in this Agreement and the Schedules, the provision of this Agreement shall govern.

LCI shall provide and the Customer shall purchase the following services subject to the following terms, conditions, and rates:

- (Specific service description)
- (Term of Agreement)
- (Recurring and nonrecurring rates)
- (Other items, if applicable)

In Witness whereof, the parties have caused this Agreement to be executed by the their authorized representatives as written below.

\_\_\_\_\_

Lincolntonville Communications Inc.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date