
3. BASIC LOCAL EXCHANGE SERVICE

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3.1 General

1. This Product Guide specifies rate schedules applicable for classes of local exchange service ordered.
2. The rates for service and equipment not specifically shown in this section are presented in other sections of this Product Guide.
3. Service charges, as provided in Section 4 of this Product Guide, are applicable to the provision of basic local exchange service.
4. Monthly rates include a \$0.06 charge for Telecommunications Relay Service.

3.2 Rate Schedules

.1 Flat Rate Schedule

a. Flat Rate Residential Line Service.

| Term | 1FR - Flat Rate Residential Line Service, Per Line |
|----------------|--|
| Month to Month | \$23.55 |

b. Flat Rate Business Line Services.

| Term | 1 FB – Flat Rate Business Line Service, Per Line |
|----------------|--|
| Month to Month | \$37.52 |
| 1 Year Term | ICB |
| 2 Year Term | ICB |
| 3 Year Term | ICB |

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3.2 Rate Schedules (Continued)

.1 Flat Rate Schedule (Continued)

c. Flat Rate Analog PBX Trunk Line Services.

| Term | Flat Rate Analog PBX Trunks Service Per Line |
|----------------|--|
| Month to Month | \$55.19 |
| 1 Year Term | ICB |
| 2 Year Term | ICB |
| 3 Year Term | ICB |

- Provisions contained as covered in Section 2 are applicable to the provision of PBX trunk lines.

d. Flat Rate Centrex Station Line Services.

| Term | Centrex Line Service 1 – 50 Lines, Per Line | Centrex Line Service 51 or Greater, Per Line |
|----------------|---|--|
| Month to Month | \$32.21 | ICB |
| 1 Year Term | ICB | ICB |
| 2 Year Term | ICB | ICB |
| 3 Year Term | ICB | ICB |

.2 Affordable Telephone Service Line Residential.

a. Affordable Telephone Service Line Residential.

| Term | Affordable Basic Telephone Service, Per Line (Residential) |
|----------------|---|
| Month to Month | \$22.42 |

- Provisions contained as covered in Section 2 are applicable to the provisioning of Affordable Telephone Service Residential. (In compliance with Amend RSA 374.22-p)

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3.3 Monthly Exchange Rates (Continued)

.1 Flat Rate Service - Individual Line

- a. The rates specified herein entitle customers to an unlimited number of messages to all central office lines bearing the designation of central offices within the serving exchange and additional exchanges or portions of exchanges as shown in Section 3, Local Calling Areas, of this Product Guide.
- b. Business and residence flat rate service is available in all exchanges.
- c. In the event the customer terminates the service prior to the completion of the term commitment, the Termination Liability in Section 2 of this Product Guide will apply.
- d. Flat Rate one, two and three year term rates apply only to Business, Centrex and/or Analog Trunk Service only.
- e. The customer agrees that ordering and subscribing to a service is a contract as set forth in Section 2 of this Product Guide.
- f. The customer agrees that by ordering and subscribing to a one, two or three year rate term service is a contract as set forth in Section 2 of this Product Guide. Customer further agrees that should said services be discontinued within the first 12 months of the contract start date, the customer shall pay 50% of the monthly line charge, for the number of months remaining in the agreement.

.2 E-911 Surcharge

- a. A monthly surcharge of \$.75 for Enhanced Universal Emergency Number Service (E-911) applies to each residence and business telephone exchange line, including PABX trunks, Centrex lines, trunks and lines serving cellular communication towers, semi-public coin, public access lines and seasonal service lines or telephone lines that are temporarily suspended, in addition to the monthly rates for these services specified elsewhere in this Product Guide.
- b. The surcharge shall be used to fund the statewide Enhanced 911 system, and shall be uniform throughout the state.
- c. The surcharge shall not be imposed upon more than 25 lines per customer billing account.
- d. The Enhanced Universal Emergency Number Service surcharge at \$.75 shall be applied to all bills rendered on or after October 1, 2015.

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3.4 Local Calling Areas

.1 General

a. Flat Rate Service

- 1) The Flat Rate Schedule specified in Section 3.2.1 entitles customers to access all central office lines bearing the central office designations of the exchange or additional exchanges as shown below.
- 2) The local calling area of the exchange in the left-hand column also includes the exchanges listed in the right-hand column.

| Exchange (603-278) | Local Calling Area Includes |
|--------------------|--|
| Bretton Woods | Bartlett (603-374, 603-697), Gorham (603-466) exchanges of FairPoint Communications |

b. Affordable Telephone Service

- 1) The Affordable Telephone Service Residential Schedule specified in Section 3.2.2 entitles customers to unlimited calling within the Customer's Home Exchange as shown below.
- 2)
- 3) The local calling area of the exchange in the left-hand column also includes the exchanges listed in the right-hand column.

| Exchange (603-278) | Local Calling Area Includes: |
|--------------------|--|
| Bretton Woods | Bartlett (603-374, 603-697), Gorham (603-466) exchanges of FairPoint Communications |

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3.4 Municipal Calling Service

.1 General

- a. Municipal Calling Service is a service arrangement provided on a non-optional basis to municipalities serviced by more than one exchange or locality where toll charges would normally apply to calls between exchanges or localities serving the same municipality.
- b. The term "Municipality" applies to a city, town or unincorporated place, but is not to be applied to any entity larger than a city; for example, a county.
- c. All dial station-station service within a municipality is not chargeable as toll except for calls originating from; Affordable Telephone Service Residential, Coin (public, semi-public or PAS) telephones, terminating at public telephones or calls made to or from foreign exchange lines unless dial tone for the foreign exchange line is provided from a central office serving some portion of the municipality in which the foreign exchange line service address is located.
- d. Calls made from extension service lines or telephones within an exchange but located in a different municipality than the main telephone service will be considered as calls made from the main telephone address.
- e. The combination of Main Telephone Exchange Services will be permitted only within the same municipality.
- f. The exchanges of Bretton Woods and Twin Mountain service locations are parts of the same municipality. This municipality is listed to show the serving exchanges where Municipal Calling Service applies. Exchanges of other companies are followed by numeric symbols that are explained below.

| Municipality (Flat Rate Service) | Serving Exchanges or Portion Thereof |
|----------------------------------|--|
| Carroll | Bretton Woods (603-278) Twin Mountain (*) (603-846) |

Explanation of Symbol: (*) Exchanges of FairPoint Communications

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3.5 Exchange Map



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3.6 Directory Assistance Service

.1 General

- a. BWTC furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers.
- b. The rates set forth below apply when customers of BWTC request assistance in determining telephone numbers of customers (1) who are located in the same local service area, or (2) who are located outside of the local service area.
- c. Directory Assistance Call Connect Service (DACCS)
 1. DACCS provides an incoming Directory Assistance customer requesting a number a mechanized announcement offering call completion to the listed number requested. The call is completed on a sent-paid basis (paid for by the calling customer).
 2. The mechanized announcement will instruct the caller that for an additional charge the caller may have the call automatically completed by depressing a specific digit on the touch-tone key pad. All completed calls will be charged the DACCS surcharge, in addition to any other appropriate charges. Customers may request blocking of DACCS calls originating from their telephone lines by contacting the business office.
 3. DACCS will only be furnished where facilities and operating conditions permit.
 4. DACCS will not be provided to the following services:
 - 800/877/888 Service
 - 976 Service
 - 900 Service
 - Inmate Telephone Service (ITS)
 - Public Telephone Access Service for Customer-Provided Equipment (CPE) Public Telephone Service
 - Semipublic Telephone Service
 - Feature Group A Service
 - Wireless Carriers

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3.6 Directory Assistance Service (Continued)

.1 General (Continued)

c. DACCS (Continued)

5. BWTC assumes no responsibility or liability for any errors in the information furnished. The caller shall indemnify BWTC and hold it free and harmless of and from any and all claims, demands or damages that shall arise from the use of the service.

a. This service is furnished solely for the telephone calling purposes of the caller.

b. Provisions concerning limitations of liability and allowance for interruption of service are as set forth in Section 2 of this Product Guide.

c. This offering provides call completion when technically feasible.

.2 Rates

a. Where the customer direct dials the Local Directory Assistance number 411 the charge for each call is \$1.50.

1. Customers who have been certified as unable to use a directory because of a visual or physical impairment are allowed calls to Local Directory Assistance Service at no charge.

b. Where the customer places a call to Directory Assistance, via an operator, an additional surcharge of \$0.50 cents applies per call.

c. When a customer elects to have a call automatically completed to the number for which the Directory Assistance Listing was requested (DACCS), a surcharge of \$0.50 cents shall apply per call. The DACCS surcharge is in addition to any applicable Directory Assistance and/or local, InterLATA and/or IntraLATA toll charges.

d. DACCS are not subject to calling plan discounts.

e. Customers who place calls shall be responsible for all charges.

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| | | | |
|-----|---|--|--|
| 3.6 | Directory Assistance Service (Continued) | | |
| | .3 National Directory Assistance | | |
| | a. General | | |
| | National Directory Assistance will provide the customer with directory listings from the Directory Assistance database. BWTC will provide listings for residential, business, government service provisioned by the Company. | | |
| | b. Conditions | | |
| | 1. The customer will receive a maximum of two listings per call. | | |
| | 2. Customers who make operator assisted calls to National Directory Assistance or to obtain Customer Name and Address Service will be charged the rate plus the applicable operator surcharge. | | |
| | 3. BWTC shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished; and the customer shall indemnify and save BWTC harmless against all claims (including costs and attorney's fees) that may arise from the use of such information. | | |
| | 4. The customer will have access to any number/address listing within the continental United States, Alaska and Hawaii, with the exception of non-published listings. When a non-published number/address is requested, the message "Non-published number/address" or "NP" is displayed and no information will be available. | | |
| | 5. Charges for National Directory Assistance are not applicable to calls placed by customers who certify they are unable to use a directory because of a visual or physical impairment. | | |
| | 6. National Directory Assistance Service will be available where technology permits. | | |
| | c. Rates | | |
| | 1. For each call to the National Directory Assistance \$1.99 | | |

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3.7 Operator Assisted Local Calls

.1 Operator Assistance Charges

- a. All types of local exchange service have local calling areas as specified in Section 3 of this Product Guide, which are the areas that can be called on a Flat Rate basis (no charge for individual calls), on a Local Coin Call Rate basis, on a Message Rate basis (calls charged for as message units) or on a Measured Service basis (charges based on a combination of one or more rating elements).
- b. Local Dial Call: The call must be dialed and completed without the assistance of an operator and must be billed to the originating telephone when a charge is applicable.
- c. The following service charges for local calls apply in addition to the local dial rate applicable.

| 1. Station | Per Call |
|---|----------|
| a. Customer Dialed Calling Card | \$0.95 |
| b. Corrections Collect (applies when person originating the call is calling from a correctional facility using special restricted corrections service). | \$1.99 |
| c. All other (including Operator Assisted Sent-Paid, Collect, Third Number, and Credit Card calls). | \$3.75 |
| 2. Person to Person | |
| a. All Calls | \$3.75 |
| | |

d. The following Operator Assisted Local Calls are exempted from the service charge:

- 1. Calls to designated Company numbers for official telephone business.
- 2. Emergency calls to recognizable authorized civil agencies.
- 3. Those cases where an operator provided assistance to:
 - a. Reestablish a call which has been interrupted after the called number has been reached.
 - b. Reach the called number where problems prevent customer dial completion.
 - c. Place a non-coin, sent-paid call for a calling party who self-identifies as being handicapped and unable to dial the call because of the impairment.

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3.7 Operator Assisted Local Calls

2. Payphone Usage Surcharge

- a. In addition to the operator assistance service charge, all local coin calls utilizing operator handling services will be at the local coin rate.
- b. In addition to any applicable operator assistance service charge, the following Public Payphone Usage Surcharge applies to all completed local and intraLATA long distance calls that are made from a payphone and are not paid by coins being placed in the payphone coin box.

1. Public Payphone Usage Surcharge

| 1. Public Payphone | Per Call |
|-------------------------------|----------|
| a. All calls not paid by coin | \$0.50 |

- c. The Public Payphone Usage Surcharge does not apply to calls made to emergency numbers (911) or a telecommunications relay service (TRS), or to local calls for which the caller has made the coin deposit.

3.8 Verification and Emergency Interrupt Service

.1 General

- a. Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit. The customer shall indemnify and save BWTC harmless against all claims that may arise from either party to the interrupted call or any person.
- b. Verification
 - 1. BWTC furnishes Verification Service for the purpose of verifying a busy line condition.
 - 2. A customer originated request for verification of a local number, other than an emergency agency number, is a chargeable verification request if an operator determines that the line is in use.
- c. Emergency Interrupt Service
 - 1. BWTC furnishes Emergency Interrupt Service when a customer, who has originated a verification request to a number which has conversation, informs the operator that an urgent or emergency situation exists and requests that the operator have the conversation cleared.

NOTE 1: Charges may not be billed to the number being verified or interrupted on either a credit card, collect basis, or a third number basis.

NOTE 2: If the number verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the charges for operator assisted local calls, as specified in 3 preceding, apply in addition to the applicable Verification or Emergency Interrupt charge.

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3.8 Verification and Emergency Interrupt Service (Continued)

.1 General (Continued)

c. Emergency Interrupt Service (Continued)

2. A customer originated request for Emergency Interrupt to a local number, other than an emergency agency number, is a chargeable Emergency Interrupt request.
3. No charge will apply if the requesting customer is identified as an official emergency agency. An official public emergency agency is defined as a government agency which is operated by the federal, state, or local government and has the capability and legal authority to provide prompt and direct aid to the public in emergency situations. Such agencies include the local police, state police, fire departments, licensed hospitals, etc.

.2 Rates

- a. A charge of \$3.75 is applicable for each chargeable verification request as defined above.
- b. A charge of \$3.75 is applicable for each chargeable Emergency Interrupt request as defined above, in addition to the applicable charge for verification.

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3.9 Enhanced Universal Emergency Number Service (E911)

- .1 Universal Emergency Number Service 911 is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) serving the Customer's location may receive telephone calls dialed to the telephone number 911 from service users within a 911 service district.
- .2 Two types of 911 services are provided: Basic and Enhanced E911.
 - a. Basic 911 Service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes.
 - b. Enhanced 911 Services provides additional features, such as selective routing of 911 calls and Automatic Number Identification.

The 911 calling party waives the privacy afforded by nonlisted and nonpublished services to the extent that the telephone number, address and name associated with the origination access line location are furnished to the PSAP.
 - c. The Company may assess Customers a fee, on a recurring basis, nonrecurring basis or both to recover the cost incurred by the Company for providing 911 service and may where ordered or permitted, also assess and remit appropriate surcharges or other amounts payable to public or other agencies that provide 911 services.
- .3 Rules, Regulations and Terms and Conditions
 - a. The Company does not undertake to answer and forward 911 calls, but to furnish the use of its facilities to enable the service users to have the ability to access the PSAP.
 - b. The services provided pursuant to this Product Catalog do not include the monitoring of facilities to discover errors, defects and malfunctions in the 911 services, facilities or operations, nor does the Company undertake such responsibility. The Customer shall be responsible for making such operational test as, in the judgment of the Customer, are required to determine whether 911 calls are functioning properly for its use. The Customer shall promptly notify the Company in the event the system is not functioning properly.
 - c. The Company's liability to the Customer, to any party dialing 911 using the Customer's facilities, or to any other party or persons, for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or real functions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative. This limitation of liability shall be in addition to any other limitations contained elsewhere in this Product Catalog.

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3.9 Enhanced Universal Emergency Number Service (E911)

.3 Rules, Regulations and Terms and Conditions (Continued)

- d. The Customer agrees to release, indemnify, defend, and hold harmless the Company from any claims, suits, proceedings, expenses, losses, liabilities, or damages ("Claims") by any party or parties arising out of the use or attempted use of the Customer's services for purposes of placing 911 or E911 calls, including (a) Claims of infringement or invasion of the right of privacy or confidentiality of any person or persons; (b) all other Claims arising out of any act or omission of Customer or any user of the Customer's services, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, 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 or parties accessing 911 service hereunder. Customer agrees to defend Company against any such Claims and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claims.
- e. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct to indirect, to any person other than the 911 customer contracting for 911 service. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the Product Catalog or Contracted rate for the service or facilities provided to the 911 customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the 911 customer; work performed at the Customers request, inside or outside the scheduled maintenance window; other activities including natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, fiber cuts caused by third parties not acting for or under the control of the Company, acts of civil disobedience, acts of war, acts against parties (including carriers and third party vendors), and other force majeure items; lack of availability or untimely response time of Customer to respond to incidents that require its participation for source identification and/or resolution, including meeting Customer responsibilities for any prerequisite Services.