

TITLE SHEET

OF

**LONG DISTANCE OF MICHIGAN, INC.  
D/B/A LDMI TELECOMMUNICATIONS  
ALSO D/B/A FONETEL**

This tariff, filed with the South Carolina Public Service Commission, contains the rates, terms and conditions applicable to the Resale Telecommunications Services provided by Long Distance of Michigan, Inc. d/b/a LDMI Telecommunications, also d/b/a FoneTel ("LDMI") within the State of South Carolina.

Issued: Effective:

Issued By: Jerry W. Finefrock, Vice-President, Network Planning  
Long Distance of Michigan, Inc. d/b/a LDMI Telecommunications, also d/b/a FoneTel  
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**CHECK SHEET**

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

<b>PAGE</b>	<b>REVISION LEVEL</b>	<b>PAGE</b>	<b>REVISION LEVEL</b>
1	Original	21	First Revised *
2	Second Revised *(1)	21.1	Original (1)
3	Original	22	First Revised *
4	Original	23	Original
5	Original	24	Original
6	Original	25	First Revised (1)
7	Original	26	Original
8	Original	27	Original
9	Original	28	First Revised *
10	Original	29	Original (1)
11	Original	30	Original (1)
12	Original		
13	Original		
14	First Revised (1)		
15	Original		
16	Original		
17	Original		
17.1	Original (1)		
18	Original		
19	Original		
20	Original		

\* - included in this filing.

(1) Pending approval of September 27, 2002, filing with effective date of September 30, 2002.

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

**C** - Changed regulation.

**D** - Delete or discontinue.

**I** - Change Resulting in an increase to a Customer's bill.

**M** - Moved from another tariff location.

**N** - New

**R** - Change resulting in a reduction to a Customer's bill.

**T** - Change in text or regulation.

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**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the SC PSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications service by Long Distance of Michigan, Inc., d/b/a LDMI Telecommunications, also d/b/a FoneTel within the State of South Carolina.

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**TECHNICAL TERMS & ABBREVIATIONS**

The following definitions are applicable to this tariff:

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

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

**Commission** - The South Carolina Public Service Commission.

**Company or Carrier** - Long Distance of Michigan, Inc. d/b/a LDMI Telecommunications, also d/b/a FoneTel ("LDMI") unless otherwise clearly indicated by the context.

**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 tariff.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Incomplete call** - A call in which no Called Station was reached by the Caller (i.e. busy signal or no answer).

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.**

**LEC** - Local Exchange Company

**LDMI** - Long Distance of Michigan, Inc., D/B/A LDMI Telecommunications, also d/b/a FoneTel

**SCPSC** - South Carolina Public Service Commission.

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

### **2.1 Undertaking of The Company**

LDMI's services and facilities are furnished for communications originating at specified points within the state of South Carolina under terms of this tariff.

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

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

### **2.2 Limitations**

**2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

**2.2.2** LDMI reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

**2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Limitations, (Cont'd.)**

**2.2.4** All facilities provided under this tariff are directly or indirectly controlled by LDMI and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

**2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.2.6** LDMI reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

**2.3 Use**

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

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Liabilities of the Company**

- 2.4.1** LDMI's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to , transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Deposits**

The company does not collect deposits from its Customers.

**2.6 Advance Payments**

The Company does not collect advance payments from its Customers.

**2.7 Taxes**

All State and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates for services paid for in arrears by the Customer.

**2.8 Miscellaneous Rates and Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service.

**2.9 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. 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. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s) or incurred at the specific request of the Customer. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. The billing agency may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies having jurisdiction.

Any objections to billed charges must be reported to the Company or its billing agent within the applicable statute of limitations. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Payment for Services, (Cont'd.)**

**2.10.1 Late Payment**

Payment is within thirty (30) days subsequent to the invoice date and are considered past after the thirty day period. A late payment charge of 1.5% applies to all overdue balances.

**2.10.2 Return Check Charge**

The Company reserves the right to assess a return-check charge not to exceed that allowed by applicable state law as contained in S.C.Code Ann. 34-11-70, whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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**2.11 Installation and Termination**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

**2.12 Cancellation by Customer**

Customers may cancel service at any time, either verbally or in writing. Customers are responsible for all charges up through the actual disconnect date. Charges may be avoided by dialing another carrier's access code. Debit card service may be cancelled by not using or renewing the card.

**2.13 Interconnection**

Service furnished by LDMI may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with LDMI's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Refusal or Discontinuance by Company**

**2.14.1** LDMI may refuse or discontinue service with proper notice to the Customer for any of the following reasons:

- (a) For failure of the Customer to pay a bill for service when it is due.
- (b) For failure of the Customer to meet the Company's deposit and credit requirements.
- (c) For failure of the Customer to make proper application for service.
- (d) For Customer's violation of any of the Company's rules on file with the Commission.
- (e) For failure of the Customer to provide the Company reasonable access to its equipment and property.
- (f) For Customer's breach of the contract for service between the Company and the Customer.
- (g) For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- (h) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (i) For non-payment of any amount past due to the Company by the Customer.,

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Refusal or Discontinuance by Company, (Cont'd.)**

**2.14.2** LDMI may refuse or discontinue service without notice to the Customer for any of the following reasons:

- (a) In the event of tampering with the Company's equipment.
- (b) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- (c) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (d) In the event of fraudulent use of the service.

**2.15 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.16 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.17 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

**2.18 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment. All promotions will be filed with the Commission for prior approval.

**2.19 Marketing**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, LDMI does hereby assert and affirm that as a reseller of intrastate telecommunications service, LDMI will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and LDMI will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, LDMI will be responsible for the marketing practices of LDMI's contracted telemarketers for compliance with this provision. LDMI understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of LDMI's certification to complete intrastate telecommunications traffic within the state of South Carolina.

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### **SECTION 3 - DESCRIPTION OF SERVICES & RATES**

#### **3.1 General**

LDMI offers direct dialed (1+) service, inbound "800/888" number service and travel card service for communications originating and terminating within the State of South Carolina under terms of this tariff.

Customers are billed based on their use of LDMI's network and services. Charges may vary by service offering, mileage band, class of call, time of day, day of week, and/or call duration.

#### **3.2 Timing of Calls**

**3.2.1** Long distance usage charges are based on usage of LDMI's network. Chargeable time begins when the calling and the called station are connected.

**3.2.2** Chargeable time ends when one party "hangs up" the telephone, thereby releasing the network connection.

**3.2.3** The minimum call duration and call increments for billing purposes are specified on a per-product basis.

**3.2.4** LDMI shall not bill for unanswered calls.

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**SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)**

**3.3 Calculation of Distance**

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the LDMI network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.
- Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

$$\text{SQRT} \{ \{ (V \text{ SUB } 1 - V \text{ SUB } 2) \text{ SUP } 2 + (H \text{ SUB } 1 - H \text{ SUB } 2) \text{ SUP } 2 \} \text{ OVER } 10 \}$$

Formula:

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D)**

**3.4 Rate Periods**

None of LDMI's services are time-of-day sensitive.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.5 Outbound Service**

**3.5.1 Residential Outbound Service - General Description**

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Outbound Service is offered to Residential Subscribers for outbound calling. Outbound Service utilizes Customer-provided switched access lines. Calls are billed in six (6) second increments after an initial per call minimum of eighteen (18) seconds.

(T)

(D)

**3.5.2 Residential Outbound Service - Usage Rate**

(T)

Per Minute Charge:

Maximum  
\$0.3150

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.6 Inbound Toll-Free (8XX) Service**

**3.6.1 General Description**

LDMI's Inbound Toll-Free Number Service is an 8XX number service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Service is terminated over standard Customer-provided switched access lines. Intrastate service is offered in conjunction with Interstate service. Calls are billed in six (6) second increments after an initial per call minimum of eighteen (18) seconds.

(D)

**3.6.2 Reservation of Toll-Free Numbers**

The Company will make every effort to reserve toll-free vanity numbers on behalf of Customers, but makes no guarantee or warranty that the requested toll-free number(s) will be available or assigned to the Customer requesting the number.

**3.6.3 Toll-Free Number Portability**

If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Resp. Org. change, until such charges are paid in full.

The Customer does not retain rights in toll-free numbers which are shared with other Customers of the Company. Shared toll-free numbers are not portable.

**3.6.4 Usage Rate**

	<u>Maximum</u>
Per Minute Charge:	\$0.3200

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.7 Travel Service**

**3.7.1 General Description**

Travel Card Service is available in conjunction with other LDMI services, or as a stand-alone offering. The service is typically used for originating telephone calls while away from home or office. Service is accessed by dialing the Company-designated toll-free access number, a valid authorization code, and the destination number. Travel Card Service is billed in six (6) second increments after a minimum call duration of thirty (30) seconds. Intrastate service is offered in conjunction with Interstate service.

**3.7.2 Usage Rate**

Per Minute (Maximum): \$0.5000

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.8 FoneTel Services**

**3.8.1 Description of Rates**

Switched services are available to business and residential subscribers under the following rate plans. Calls in each rate plan are billed in initial and additional increments with minimum billing increments as specified. No charge is made for uncompleted calls.

**3.8.2 Basic 1+ Calling Plan**

Basic 1+ Calling offers InterLATA/IntraLATA service to residential and business customers, with no monthly service or installation charges. Calls are billed in full minute increments rounded to the next highest full minute of call duration.

**3.8.2.A Usage Rate**

Per Minute (Maximum):  
\$0.30

**3.8.3 Basic Toll Free Service (800/888)**

Basic Toll Free Service is available to customers with a need for toll free service. Calls are billed in initial minimum call durations of one (1) minute and additional increments of one (1) minute rounded to the next higher minute.

**3.8.3.A Usage Rate**

Per Minute (Maximum):  
\$0.30

Issued: Effective:

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.9 Directory Assistance**

**3.9.1 General Description**

Directory Assistance is available to Customers of LDMI. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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Issued By: Jerry W. Finefrock, Senior Director, Regulatory Affairs  
Long Distance of Michigan, Inc. d/b/a LDMI Telecommunications,  
also d/b/a FoneTel  
8801 Conant Street  
Hamtramck, Michigan 48211-1403

SCi0202bus

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.10 [Reserved for Future Use]**

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sci0000

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.11 [Reserved for Future Use]**

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**SECTION 4 - CURRENT RATES**

**4.1 Outbound Service - Residential**

Usage Rate: Per Minute: \$0.1575

**4.2 Inbound Toll-Free (8XX) Service**

Usage Rate: Per Minute: \$0.1600

**4.3 [Reserved for Future Use]**

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**4.4 FoneTel Services**

**4.4.1 Basic 1+ Calling Plan**

Usage Rate: Per Minute: \$0.15

**4.4.2 Basic Toll Free Service (800/888)**

Usage Rate: Per Minute: \$0.15

**4.5 Return Check Charge - Residential**

Per Charge Fee \$25.00

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*(Some material previously located on this page is now located on page 29.  
Original Page 29 is being submitted via a separate Alt Reg Filing.)*

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SCi0203res

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**SECTION 4 - CURRENT RATES, (CONT'D.)**

**4.6 Outbound Service - Business**

Usage Rate: Per Minute: \$0.1575

**4.7 Travel Service**

Usage Rate: Per Minute: \$0.2500

*(Some material currently located on this page was previously located on page 28.  
First Revised Page 28 was submitted via a separate Residential Filing.)*

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**SECTION 4 - CURRENT RATES, (CONT'D.)**

**4.8 Directory Assistance**

Per Call Charge: \$0.95

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