

**Lafayette City-Parish Consolidated Government**

**dba**

**LUS Fiber**

**TARIFF FOR LOCAL TELECOMMUNICATION SERVICES**

**WITHIN THE STATE OF LOUISIANA**

This Tariff describes generally the regulations and rates applicable to the provision of Local Telecommunications Services between points within the State of Louisiana. Service is provided by Lafayette City-Parish Consolidated Government dba LUS Fiber with principal offices at 700 St. John Street, Suite 300, Lafayette, Louisiana 70501. This Tariff is interpreted according to the laws of Louisiana and is on file with the Louisiana Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business. Visit [www.lusfiber.com](http://www.lusfiber.com) to review Company's Residential and Business Services Subscriber Agreements along with pricing for standard telephone service, features, long distance and other service charges.

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**DESCRIPTION AND AREA OF OPERATIONS**

Lafayette City Parish Consolidated Government dba LUS Fiber (Company) is a telecommunications service provider providing telecommunications service in the areas certificated to the Company by the Louisiana Public Service Commission.

Headquarters for the Company are located at:

700 St. John Street  
Suite 300  
Lafayette, Louisiana 70501

Company representatives may be contacted at 337-993-4237 (99FIBER)

**Areas of Operation**

All services will be provided within Lafayette Parish, Louisiana

**DEFINITIONS OF TERMS**

**ACCESS LINE**

A central office circuit or channel that provides access to the telephone network for both local and long distance telephone services.

**AIR LINE MEASUREMENT**

The shortest distance between two points. A measurement for computation of mileage charges between termination points.

**ANCILLARY DEVICES**

All terminal equipment except telephone instruments, PBX-PABX systems, key systems and data services.

**ANSWERING EQUIPMENT**

Equipment that will automatically answer incoming calls and make an announcement. It may also be equipped to record messages.

**AUTHORIZED PROTECTIVE CONNECTING MODULE**

A protective unit approved by the Company which is manufactured in accordance with the design set forth in Part 68 of the Federal Communications Commission's Rules and Regulations.

**AUTHORIZED USER**

A person, firm or corporation (other than the Customer) who has been authorized by the Company to communicate over a private line or channel according to the terms of the Tariff and (1) on whose premise a station of the private line service is located or (2) who receives from or sends to the Customer over such private line or channel communications relating solely to the business of the Customer

**BUILDING (Same)**

A structure under one roof, or two or more structures under separate roofs but connected by passageways, in which the Company's wires or cables can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures.

**BUSINESS SERVICE**

Telecommunications service furnished to Customers where the primary or obvious use is of a business, professional, institutional or otherwise occupational nature.

## **DEFINITIONS OF TERMS**

### **CALL**

An attempted communication, whether completed or not.

### **CALLING AREA**

See "Local Service Area."

### **CANCELLATION CHARGES**

A charge applicable under certain conditions when the application for service and/or facilities is canceled in whole or in part prior to the completion of the work involved or before the contract period is completed.

### **CENTRAL OFFICE**

A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

### **CHANNEL**

A path, or combination of paths, for communication between two or more stations or Company offices and furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

### **CIRCUIT**

A channel used for the transmission of energy in the furnishing of telephone and other communication services further described as:

- (a) Two-wire circuit: A circuit using one transmission path, which may be one carrier pair or one pair (two wires) of metallic conductors.
- (b) Four-wire circuit: A circuit using two one-way transmission paths, which may be two carrier paths or two pairs (four wires) of metallic conductors

### **CLASS OF SERVICE**

A description of telecommunications service furnished a Customer which denotes such characteristics such as nature of use (business or residence) or type of rate (flat or message rate). Classes of service are usually subdivided in grades, such as individual or multi-party line.

### **COMMUNICATIONS SYSTEMS**

Channels and other facilities that are capable, when not connected to exchange telecommunication service, of two-way communication between Customer provided terminal equipment.

**DEFINITIONS OF TERMS**

**COMPANY**

Lafayette City Parish Consolidated Government dba LUS Fiber

**COMPLEX SERVICE**

The provision of a circuit requiring special treatment, special equipment or special engineering design.

**CONDUIT**

A tubular runway for cable facilities

**CONNECTING COMPANY**

A corporation, association, firm or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

**CONNECTION**

Denotes the establishment of telephone service. A move of existing service to a different premise requires a connection.

**CONNECTION CHARGE**

See "Service Charges."

**CONSTRUCTION CHARGE**

A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the commercial services agreement.

**CONTINUOUS PROPERTY**

The plot of ground, together with any building thereon, occupied by the Customer, which is not divided by public highways or separated by property occupied by others. Where a Customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property, provided local wire or cable facilities are used and the Customer furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

**CONTRACT**

The service agreement between a Customer and the Company under which service and facilities for communication between specified locations for designated periods and for the use of the Customer and its specifically named authorized users are furnished in accordance with the provisions of this Tariff.

**DEFINITIONS OF TERMS**

**CONTRACT PERIOD**

The length of time for which a Customer is responsible for the charges associated with the services, facilities, and equipment under contract.

**COST OR COST BASIS**

Cost of equipment and materials provided or used plus the cost of installation including, but not limited to, engineering, labor, supervision, transportation, right-of-way, other items which are chargeable, and the actual expense incurred by the Company relating to the call-out of Company personnel.

**CUSTOMER**

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulations of this Tariff. The Customer is responsible for compliance with the rules and regulations of the Company, and is responsible for ensuring payment of the charges.

**CUSTOMER PREMISES INSIDE WIRE**

All wire within a Customer's premise, including connectors, jacks, and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes house, riser, buried, and aerial cable.

**CUSTOMER-PROVIDED TERMINAL EQUIPMENT**

Devices or apparatus and their associated wiring provided by a Customer, that may be connected to the communications path of the Company's exchange network either electrically, acoustically or inductively.

**CUSTOMER TROUBLE REPORT**

Any oral or written report from a Customer received by the Company relating to a physical defect or to difficulty or dissatisfaction with the service provided by the Company's facilities. One report shall be counted for each oral or written report received even though several items are reported by one Customer at the same time, unless the group of troubles so reported is clearly related to a common cause.

**DEMARCATION POINT**

The point of interconnection between the Company's communications facilities and the terminal equipment, protective apparatus or inside wiring at a Customer's premise. The demarcation point is located on the Customer's side of the Company's protector or equivalent.

**DEFINITIONS OF TERMS**

**DIRECT CONNECTION**

Connection of terminal equipment to the Company's exchange facilities by means other than acoustic and/or inductive coupling.

**DIRECT ELECTRICAL CONNECTION**

The physical connection of electrical conductors in the communications path.

**DIRECTORY**

A book that typically lists each telephone Customer alphabetically, with his/her service location and telephone number.

**DIRECTORY ASSISTANCE SERVICE**

Directory assistance service is furnished to supplement the information available in the Company directory, and to furnish telephone numbers to users who are not able to find the listing in their directory.

**DIRECTORY LISTING**

The publication of the Company's directory and/or directory assistance records of information relative to a Customer's telephone number, by which telephone users are able to ascertain the telephone number of a desired party.

**DISCONNECT NOTICE**

The written notice sent to a Customer following billing, notifying the Customer that service will be disconnected if charges are not satisfied by the date specified on the notice.

**DISCONNECTION OF SERVICE**

An arrangement for a permanent interruption of telephone service, made at the request of the Customer, or initiated by the Company for violation of Tariff regulations by the Customer. A "final" bill would be rendered showing moneys owed to the Company net of any amounts to be refunded, such as deposits, as of the date the service was disconnected.

**DROP WIRE**

Wires used to connect the aerial, buried or underground distribution facilities to the point where connection is made with a Customer's premise.

**EMERGENCY NUMBER SERVICE (E911)**

A telephone exchange communication service whereby a public safety answering point designated by the Customer may receive and answer telephone calls placed by dialing the number 911. It includes the services provided by the lines and equipment associated with the service arrangement for answering and dispatching of public emergency telephone calls dialed to 911.



## **DEFINITIONS OF TERMS**

### **ENTRANCE FACILITIES**

Facilities extending from the point of entrance on private property to the premise on which service is furnished.

### **EXCHANGE**

The area established by the Company for the administration of telecommunications service for which a separate local rate schedule is provided. The area usually embraces a town, or village and its environs, and consists of one or more central offices, together with associated plant facilities used in furnishing telecommunications services in that area.

### **FACILITIES**

All the plant and equipment of the Company and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Company, including any construction work in progress allowed by the Commission.

### **HOUSEHOLD**

A household comprises all persons who occupy a dwelling unit. A dwelling unit is a house, an apartment or other group of rooms or a room that constitutes separate living quarters. A household includes the related persons (the head of the household and others in the dwelling unit who are related to the head of the household) and also any lodgers or employees who regularly live in the house. A person living alone or a group of unrelated persons sharing the same dwelling unit as partners is counted as a household.

### **INITIAL SERVICE PERIOD**

The minimum period of time, for which service is provided, which is typically one month unless otherwise specified.

### **INSTALLATION CHARGE**

A nonrecurring charge associated with optional service features and may sometimes be called an "initial" charge, and may apply in addition to service connection charges.

### **INTERFACE**

- (a) The junction or point of interconnection between two systems or equipment having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Company provided facilities to exchange facilities provided by the Company.
- (b) The point of interconnection between Company equipment and communications facilities on the premise of the Customer. Also referred to as demarcation point

## **DEFINITIONS OF TERMS**

### **INTERFACE EQUIPMENT**

Equipment provided by the Company at the interface location to accomplish the direct connection of facilities provided by the Company with facilities provided by other than the Company.

### **INTERLATA**

Long distance message telecommunications service where point locations are in a different local access and transport area (LATA).

### **INTRALATA**

Long distance message telecommunications service where service point locations are within the same local access and transport area (LATA).

### **JACK**

A fixed socket designed to permit the establishment of a connection between the local exchange facilities and terminal equipment equipped with cords ending in plugs.

### **LOCAL ACCESS AND TRANSPORT AREA (LATA)**

Denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company serving areas which are grouped to serve common social, economic, and miscellaneous purposes.

### **LOCAL CHANNEL**

Applies to that portion of a channel that connects a station to the interexchange channel or to a channel connecting two or more exchange access lines within an exchange area.

### **LOCAL EXCHANGE SERVICE**

Telecommunications service provided within an exchange for the purpose of establishing connections between Customer premise within the exchange, including connections between a Customer premise and a long-distance service provider serving the exchange. Local exchange service may also be referred to as local exchange telephone service.

### **LOCAL SERVICE**

The intercommunication (by means of facilities connected with the Company central office or offices and under the provisions of the Company) between exchange access lines located in the same exchange or in different serving area between which no toll rates apply.

### **LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE**

Facilities furnished by means of wire, radio or a combination thereof for telecommunications between service points in different local service areas in accordance with the regulations and system of charges specified by the Company.

## DEFINITIONS OF TERMS

### MAINTENANCE SERVICE CHARGE

A nonrecurring maintenance charge applied when service difficulty or trouble results from the use of Customer-provided equipment or inside wiring.

### MINIMUM CONTRACT PERIOD

The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment, whether or not retained by the Customer for such minimum length of time.

### NON-PUBLISHED TELEPHONE NUMBER

A telephone number associated with an exchange access line which, at the request of the Customer, is not listed in the telephone directory and is not made available to the general public by the Company.

### NONRECURRING CHARGE

A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

### NUMBER PORTABILITY

The ability of end users to retain their geographic or non-geographic telephone number when they change service providers, locations or their services.

### PREMISE

The same premise consists of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.
- (b) the portion of the building occupied by the Customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public thoroughfare or by space occupied by others.
- (c) the continuous property operated as a single farm whether or not intersected by a public road.

### PREMISE WIRING

All wire within a Customer's premise, including connectors, jacks and miscellaneous materials associated with the wire's installation. Premise inside wire is located on the Customer's side of the Company's premise protector. By definition, Customer premise inside wire excludes riser, buried and aerial cable.

## DEFINITIONS OF TERMS

### PRIVATE BRANCH EXCHANGE (PBX)

An arrangement of equipment situated on a Customer's premises consisting of a switching apparatus with an attendant's telephone, telephones connected with the switchboard, and trunks connecting it with a central office. The Private Branch Exchange provides for intercommunications between these telephones, for communication with the general exchange network, and for long distance message telecommunications service.

### PRIVATE LINE

A circuit provided to furnish dedicated communication between two or more directly connected locations and not having connection with central office switching equipment.

### PUBLISHED TELEPHONE NUMBER

A number that appears in the current telephone directory or is scheduled to appear in a forthcoming telephone directory and which also appears in the information records for general public information.

### RESIDENTIAL SERVICE

Telecommunications service furnished to Customers when the actual or obvious use is for domestic purposes.

### SERVICE CHARGE

A nonrecurring nonrefundable charge for work required to establish initial service or to make subsequent additions to, moves, or changes in that service.

### SERVICE DROP

Facilities used to connect buried, aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a Customer's telephone.

### SUSPENSION OF SERVICE

An arrangement made at the request of the Customer, or initiated by the Company, for temporarily interrupting service.

### TELEPHONE NUMBER

A numerical designation assigned to a Customer for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "central office designation."

### TOLL SERVICE

That part of the total telephone service rendered by the Company which is furnished between different local service areas in accordance with the rates and regulations specified herein.

**GENERAL RULES AND REGULATIONS**

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## **GENERAL RULES AND REGULATIONS**

### **3.1 GENERAL APPLICATION**

- 3.1.1** The general terms and conditions for service apply to the services and associated facilities furnished by the Company within its service areas of operation listed herein.

### **3.2 ESTABLISHING SERVICE**

#### **3.2.1 Availability of Facilities**

- A. The rates and charges provide for the furnishing of service and facilities where suitable facilities are available.
- B. The Company shall not be liable for failure to furnish service
- C. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

#### **3.2.2 Application for Service**

- A. Applications for Residential service or requests or orders by the Customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service. All applications for Business service must be made in writing.
- B. An applicant may be required to make an advance payment at the time the application is accepted, in cases where a deposit is not collected.

#### **3.2.3 Cancellation or Change in Application for Service**

- A. Where the Customer cancels an application for service prior to the start of installation of service or of special construction no charge applies.
- B. Where installation of service has been started prior to the cancellation, a Cancellation Charge applies.
- C. When a Customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the Customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

## GENERAL RULES AND REGULATIONS

### 3.2 ESTABLISHING SERVICE (Cont'd)

#### 3.2.3 Refusal of Service

##### A. Grounds for Refusal of Service:

1. The Company may refuse to serve an Applicant for any one of the following reasons:
  - a. The Applicant's installation or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be given.
  - b. In extraordinary circumstances where an Applicants unlimited access to the network may result in substantial loss of revenue to the Company.
  - c. For refusal to make a deposit or advanced payment as requested.

### 3.3 FURNISHING OF SERVICE

#### 3.3.1 Provision and Ownership of Service and Facilities

Service and facilities furnished by the Company on the premise of a Customer or Authorized User are the property of the Company and are provided upon the condition that such service and facilities.

#### 3.3.2 Telephone Numbers

- A. Telephone numbers may be retained by the Customers as long as the Customer maintains active service within the number portability calling area. The Company reserves the right to change the central office name associated with such numbers assigned to the Customer whenever the Company deems it necessary to do so in the conduct of its business.
- B. The Company shall list each Customer with directory assistance except those numbers not listed at the Customer's request.
- C. Telephone numbers assigned to Customers during the implementation of new service are not guaranteed to the Customer until the number has been physically installed.

**GENERAL RULES AND REGULATIONS**

**3.3 FURNISHING OF SERVICE (Cont'd)**

**3.3.3 Classifications of Service**

A. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

B. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes.

**3.3.4 Installation, Maintenance, and Repair of Facilities**

The customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon written consent by the Company or as otherwise specified by the Company. The Company shall have the right to charge the Customer for losses experienced as a result of unauthorized tampering.

**3.3.5 Work Performed Outside Regular Working Hours**

All work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a Customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the Customer may be required to pay the amount of additional costs the Company incurs as a result of the Customer's special requirements.



## **GENERAL RULES AND REGULATIONS**

### **3.4 USE OF SERVICE AND FACILITIES**

#### **3.4.1 Use of Service**

- A. Services provided by the Company may not be resold by the Customer or used in any manner for which the Customer receives compensation from the user except as provided herein:
  - 1. Access services provided pursuant to Interstate or Intrastate Access Service Tariffs the Company issues or concurs in.
  - 2. Services provided to hotels, motels, hospitals, and cellular and paging Customers when such services are resold to guests, patients, or Customers.
- B. The Customer is responsible for payment of all charges of the Company for all services ordered by the Customer, including those that are shared or resold as provided herein, regardless of whether such charges are associated with the Customer's usage or that of any Authorized Users and regardless of whether such Authorized Users have paid the Customer for their share of the Company's charges.

#### **3.4.2 Accessories Provided by the Customer**

No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The Customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premises because of the use of such attachments or connections.

#### **3.4.3 Unlawful, Abusive, or Fraudulent Use of Service**

The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this section.

Issued: April 3, 2019

Effective: May 3, 2019

Issued By: Teles Fremin, Interim Director of Communications

**GENERAL RULES AND REGULATIONS**

**3.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE**

**3.5.1 Discontinuance of Service**

**A. Non-payment Service Interruption**

In the event of a proposed disconnection of Residential Basic Local Service only, the following procedures shall apply:

1. No Local Service shall be disconnected for non-payment of Local Service Charges until at least twenty-nine (29) days from the date of the bill.

(D)

2. If a Customer's check is returned for insufficient funds or dishonored by the bank, this constitutes an automatic waiver of the written notice requirements.

(C)

**B. Disconnection with Notice**

Telephone service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account.
2. Violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment when a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation.

**GENERAL RULES AND REGULATIONS**

**3.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)**

- 3. Failure to comply with deposit or guarantee arrangements where required.
  - 4. Failure to pay the account of another Customer as guarantee thereof.
- C. Telephone service may be disconnected without notice under either of the following conditions:
- 1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
  - 2. Where service is connected without authority by a person who has not made application for service, or who has reconnected service without authority following termination of service for nonpayment, or in instances of tampering with the Company's equipment or bypassing the same.
  - 3. If Company determines that a new tenant has moved into a service location, Company will consider that the previous tenant or occupant has abandoned that location. Company reserves the right to disconnect services of previous tenant or occupant in order to provide services to the new tenant or occupant. Company has no obligation to reserve any phone number(s) associated with the disconnected service of the previous tenant or occupant.
- D. Disconnection on Holidays or Weekends
- Unless a dangerous condition exists or unless the Customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

**3.5.2 Termination of Service**

- A. Termination of Service by the Company
  - 1. When the service is terminated on the initiative of the Company because of violation of its regulations by the Customer, the regulations stipulated in the paragraph below for termination of service by the Customer apply.

**GENERAL RULES AND REGULATIONS**

**3.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)**

2. Should service be terminated for nonpayment of charges, restoration of service will be made only as prescribed in Section 3.5.3 of this Tariff.

**B. Termination of Service by the Customer**

Service may be terminated at any time upon reasonable notice from the Customer to the Company. Upon such termination, the Customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges, if any.

**3.5.3 Restoration of Service**

A. For restoration of a Customer's Telecommunications Service when service has been disconnected the following conditions are applicable. Service Charges are discussed in Section 3 of this Tariff.

B. If the Customer's service has been terminated the Customer must reapply for telephone service as a new applicant before having service restored. Such application will be subject to applicable Service Charges.

C. At its discretion, the Company may restore or re-establish service, which has been suspended or disconnected for nonpayment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for nonpayment of charges due and unpaid, or for the violation of the provisions of this Tariff. Moreover, the Company's failure to suspend or disconnect service for nonpayment of any past due account or accounts shall not operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

**3.6 CUSTOMER RELATIONS**

**3.6.1 Customer Complaints**

A. Upon complaint to the Company by a Customer either at the Company's office by letter or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.

B. In the event the complainant is dissatisfied with the Company's report, the Company will advise the complainant of the Louisiana Public Service Commission's complaint process and inform the complainant that they may contact the Division at the Commission which is responsible for handling complaints.

**GENERAL RULES AND REGULATIONS**

**3.6 CUSTOMER RELATIONS (Cont'd)**

**3.6.2 Applicant or Customer Deposit**

A. Establishment of Credit

The Company may require an Applicant, a presently disconnected Customer, or a former Customer to satisfactorily establish credit for the purpose of guaranteeing final payment for service. Such establishment of credit will not relieve the Customer from prompt payment of bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared telephone service. Credit history applies equally to both, without modification.

B. Interests on Deposits

The Company shall pay interest on deposits at a rate not to exceed the rate established by the Louisiana Public Service Commission. Interest on deposits shall accrue annually and shall be credited annually, calculated to November 1 of each year. No interest will be paid on deposits held for less than twelve (12) months.

C. Deposit Required

1. The required initial deposit shall be a flat rate based on the services purchased.
2. An additional deposit may be required from a Customer when there is a known credit risk, either upon written notice or verbal notification subsequently confirmed in writing. If the deposit requirement is not met, service restrictions may be applied.

F. Records of Deposits

1. The Company will keep records to show:
  - a. The name and address of each depositor;
  - b. The amount and date of the deposit; and
  - c. Each transaction concerning the deposit.
2. The Company will issue a receipt of deposit to each Applicant or Customer from whom a deposit is received and will provide means whereby a depositor may establish his claim if the receipt is lost.
3. A record of each unclaimed deposit will be maintained for three (3) years, during which time the Company will make a reasonable effort to return the deposit.

## GENERAL RULES AND REGULATIONS

### 3.6 CUSTOMER RELATIONS (Cont'd)

#### G. Refund of Deposit:

If service is not connected or after disconnection of service, the Company will promptly and automatically refund the Customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premise to another within the service area of the Company shall not be deemed a disconnection where refund of the deposit is concerned.

#### 3.6.3 Payment for Service

A Customer shall be responsible for the payment of all charges for services and equipment furnished to Customer, including charges for services originated and/or charges accepted at the Customer telephone. Failure to receive a bill or disconnect notice does not relieve the Customer of the responsibility for payment provided the Company has followed procedures for proper Customer notification. The services or facilities furnished by the Company may be suspended for failure of the Customer to pay any sum due as set forth under Sections concerning discontinuance of service.

#### A. Billing Period and Charges

1. Bills for telephone service will normally be rendered monthly. Bills may be rendered more frequently, however, when it is considered necessary or advisable by the Company. Bills shall show the Company name, contact telephone number, period of time covered by the billings, and shall show a clear listing of all charges due and payable, including outstanding amounts in the same Customer class that the Company may have chosen to transfer from a Customer's prior delinquent account(s). Payment of charges for moves and changes and other Nonrecurring Charges may be required prior to completion.
2. Charges for local services and facilities are payable monthly in advance.
3. Special charges, fees, and taxes - An additional charge shall be added to the Customer's bill for service, which is equal to the pro rata share of any occupation, franchise, business, license, excise, privilege, or other similar charge or tax, now or hereafter imposed by any municipal taxing body or municipal authority whether by statute, ordinance, law, or otherwise, and whether presently due or to hereafter become due, upon approval of the charge by the Louisiana Public Service Commission.
4. The Company will provide the Customer with a breakdown of Local Service Charges at the time service is initially installed or modified, or if requested by the Customer.

**GENERAL RULES AND REGULATIONS**

**3.6 CUSTOMER RELATIONS (Cont'd)**

5. A Late Payment Charge will be applied to amounts owed to the Company but not received within twenty (20) days of the billing date.

**B. Pro Rating of Charges**

Charges for service normally furnished on a monthly basis (except those involving a minimum billing period) billed for periods in excess of, or less than, a billing month will be pro rated.

**C. Suspended or Disconnected Service**

1. Should service be suspended for nonpayment of charges, it will be restored only as provided in Section 3.5.3 of this Tariff.

2. When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement that is subject to the provisions of this Tariff.

**D. Payment Arrangements**

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill but before the due date of the next bill if a Customer so requests. If the Customer does not fulfill the terms of such payment arrangements the Company shall have the right to disconnect service. A disconnect notice must be issued prior to termination of service, if one had not been issued before the payment arrangement was executed.

**3.6.4 Allowance for Interruptions**

In the event a Customer's service is interrupted other than by the negligence or willful act of the Customer or for mechanical problems past the Company's facility connection point with the Customer, and it remains out of order for twenty-four hours or longer after being reported to be out of order and after access to the premise is made available, appropriate adjustments or refunds shall be made to the Customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be the pro-rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund is calculated as follows:

$$\text{Amount of Refund} = \frac{\text{Total number of Days Interrupted}}{\text{Total Number of Days in Billing Period}} \times \text{Monthly Rate}$$

## **GENERAL RULES AND REGULATIONS**

### **3.6 CUSTOMER RELATIONS (Cont'd)**

#### **3.6.5 Disputed Bills**

- A. In the event of a dispute between a Customer and the Company regarding any bill for telephone service, the Company shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the Customer and, in the event the dispute is not resolved, shall inform the Customer of the complaint procedures of the Louisiana Public Service Commission.
- B. A Customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed thirty (30) days. The Customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.

### **3.7 LIABILITY OF THE COMPANY**

#### **3.7.1 Service Irregularities**

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate Local Service Charge to the Customer for the period of service during which such service irregularities occur and continue.

However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or failure or defects in facilities furnished by the Company which are caused or contributed to by the negligence or willful act of the Customer, Authorized User, or Joint User or which arise from the use of Customer provided premise equipment shall not result in the imposition of any liability whatsoever upon the Company.

#### **3.7.2 Indemnifying Agreement**

The Company shall be indemnified and saved harmless by the Customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof.

#### **3.7.3 Defacement of Premise**

The Company is not liable for any defacement or damage to the premise of a Customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premise.



**RESIDENTIAL AND BUSINESS SERVICE CHARGES**

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## **RESIDENTIAL AND BUSINESS SERVICE CHARGES**

### **4.1 DEFINITIONS**

#### **4.1.1 Account**

A Customer's record relating to his/her service or equipment billed to a telephone number. Service may be located on one (1) or more premises as long as it is part of his/her main telephone system and billed to the main telephone number.

#### **4.1.2 Service Charge Elements**

##### **A. Service Order Charge**

The Company's charge associated with the receipt, recording and processing of information in connection with a Customer's or Applicant's request for service to be provided to the same account, at the same time and on the same premise or continuous property.

##### **B. Customer Premise Visit Charge**

The Company's charge associated with a trip to the Customer/Applicant's premise to comply with the Customer/Applicant's request to establish service.

### **4.2 APPLICATION OF CHARGES**

#### **4.2.1 General**

- A. Service Charges are in addition to other rates and charges normally applied under this Tariff and are applicable for all services furnished to the Customer as indicated throughout.
- B. The Service Charges specified in this Tariff are intended to cover costs incurred by the Company to establish, add to, or to rearrange service as requested by the Customer.
- C. The Service Charges in this Section are applicable to work performed during normal working hours, on days of the week other than weekends or holidays. If the Customer requests that work be performed at hours outside of the normal business hours (8:00 a.m. to 5:00 p.m.) or business week (Monday - Friday), or interrupts work once begun, an additional charge applies based on the additional costs incurred by the Company.

**RESIDENTIAL AND BUSINESS SERVICE CHARGES**

**4.2 APPLICATION OF CHARGES (Cont'd)**

- D. Except as otherwise provided in this Section, all changes in location of Customer's equipment or service from one (1) premise to another are treated as new service connections and the appropriate Service Charges will be applied.
- E. Payment of Service Charges may be required at the time of application for service, or upon presentation of a bill.
- F. Service Charges are not applicable for:
  - 1. Moves or changes required for normal maintenance and repair of the Company's service.
  - 2. Change or correction in billing name or address when there is not a change in responsibility and no connection, disconnection, move or change in the service.
  - 3. An upgrade or regrade of service for Company reasons.
  - 3. The connection of telephone sets or other terminal equipment when no line connection or central office access work is required.
  - 4. Telephone number changes for Company reasons.
  - 6. When existing Customers disconnect their Local Exchange Access Service.
  - 7. Implementing a toll blocking service requested either at the time the telephone service is established at a new number or within sixty (60) days of the establishment of the service.
  - 8. Changes in the election of an interexchange toll carrier by the Customer.

**RESIDENTIAL AND BUSINESS SERVICE CHARGES**

**4.2 APPLICATION OF CHARGES (Cont'd)**

**4.2.2 Specific Application of Service Charges**

A. Service Order Charges

1. Service Order Charges are applicable:

- a. For requests to establish an account for initial connection of service.
- b. For connection of additional local exchange access lines, private lines or detached access lines to an established service.
- c. For changes and transfers of service involving a change in name and responsibility, except in the case of a surviving spouse who has established service.
- d. For restoration of service disconnected for non-payment of telephone bills.
- e. For subsequent requests for service, for restoration of service at the Customer's request, and for requests for change in class or grade of service.
- f. For service ordered while that Customer has a pending service order and which requests services that cannot be included on the pending service order.
- g. For additions, moves or changes of lines or outlets in the same building or in different buildings on the same premise.
- h. For each telephone number changed at the Customer's request, including number changes to provide trunk hunting. No charge is applicable for a number change initiated by the Company.
- i. For changes to a directory listing if a Customer requests this change more than once in a calendar year.
- j. When two (2) or more segments of a local private line or detached access line are bridged in the central office. In this event, a Service Order Charge will apply for each segment of the affected line.

**RESIDENTIAL AND BUSINESS SERVICE CHARGES**

**4.2 APPLICATION OF CHARGES (Cont'd)**

B. Customer Premise Visit Charge

1. A Premise Visit Charge is applicable when a trip to the Customer's premise is required to complete work requested by a Customer, as shown on the related Service Order.
2. A Premise Visit Charge is not applicable to complete disconnection of service or a change in service or facilities initiated by the Company.

**4.3 SCHEDULE OF SERVICE CHARGES**

A. Service Order Charge:

- |    |  |          |
|----|--|----------|
| 1. | For a service order associated with new service          | \$ 0.00  |
| 2. | Installation Fee – Additional Telephone Outlet or change | \$ 60.00 |

B. Premise Visit Charge \$ 20.00

C. Wallfish Fee \$ 35.00

D. Telephone Number Change Request \$ 25.00

E. Late Payment Charge (% of outstanding) 5%

F. Long Distance Change Charge \$ 5.00

**4.4 TERMINATION CHARGE**

**4.4.1 General**

When a Customer cancels an order for service prior to the establishment of service or the expiration of the initial contract period, a Termination Charge may be applicable.

**4.5 RETURNED CHECK/CREDIT CARD CHARGE**

**4.5.1 General**

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business. The Company will also assess a charge for the reversal of a prior outbound transfer of funds from a consumer's debit or credit card.

**RESIDENTIAL AND BUSINESS SERVICE CHARGES**

**4.5 RETURNED CHECK/CREDIT CARD CHARGE (Cont'd)**

**4.5.2 Rates and Charges**

Returned Check Charge (per occurrence) \$20.00  
Credit Card Chargeback (per occurrence) \$20.00

**4.6 RESTORATION OF SERVICE CHARGE**

**4.6.1 General**

When service is temporarily suspended for non-payment of charges and the service will be restored upon payment of past-due charges, as discussed in Section 3 of this Tariff. In addition, a Restoration of Service Charge will be applied.

**4.6.2 Rates and Charges**

Restoration of Service \$10.00

**RESIDENTIAL AND BUSINESS SERVICE OFFERINGS AND RATES**

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## **RESIDENTIAL AND BUSINESS SERVICE OFFERINGS AND RATES**

### **5.1 SERVICE DESCRIPTIONS**

#### **5.1.1 Universal Emergency Number Service 9-1-1**

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number “911” dialing to its Customers for simplified emergency access police, fire and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those Customers who have been requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit or creating any Company obligation, either express or implied, toward any third person or legal entity other than the Customer. The Company’s entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff by statute.

#### **5.1.2 Local Exchange Service**

The Company’s Local Telephone Service provides a Customer with the ability to:

- Place or receive calls to any calling Station in the Customer’s local calling area, as defined herein;
- Access enhanced Universal Emergency Number 911 Service where available;
- Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- Access Operator Services;
- Access Directory Assistance;
- Place or receive calls to 800/888 telephone numbers;
- Access Telecommunications Relay Service.



## **RESIDENTIAL AND BUSINESS SERVICE OFFERINGS AND RATES**

### **5.1 SERVICE DESCRIPTIONS (Cont'd)**

#### **5.1.3 Service Offerings**

All services offered in this Tariff are subject to service order and service change charges where the Customer requests new services or changes in existing service, as well as indicated Non-Recurring and Monthly Recurring Charges.

#### **5.1.4 Residential and Business Local Service**

The Company's residential and business local dial tone service includes unlimited local calling, and a calling feature package. Ala Carte calling features are also available on a per feature basis.

#### **5.1.5 Main Number Retention (Number Portability)**

Main Number Retention is an optional feature by which a Customer, who was formally a Customer of another certified local exchange carrier at the same premise location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

#### **5.1.6 Non-Listed and Non-Published Telephone Number Service**

Non-listed Telephone Number Service provides for suppression of the telephone number from the alphabetical section of the directory but the number remains available in directory assistance records and will be furnished upon request of the calling party. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a Non-listed telephone number in the directory shall attach to the Company. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by publication of a Non-listed telephone number. Non-Published Telephone Number service provides for suppression of the telephone number from both printed and recorded directory listings.

**RESIDENTIAL AND BUSINESS SERVICE OFFERINGS AND RATES**

**5.2 RATES AND CHARGES**

**5.2.1 Local Exchange Service – Monthly Recurring Rates and Charges**

Residential Basic Telephone Line \$ 15.95  
Includes 3-Way Calling, Anonymous Call Rejection, Call Waiting, Home Intercom, and \$ 0.05 per minute long distance\*\* (Continental US).

Business Basic Telephone Line \$ 39.95\*  
Includes Unlimited Local Calling, Anonymous Call Rejection, Call Blocking, Call Waiting with Caller ID Do Not Disturb/Selective Call Acceptance, Rollover Group/Hunt Group, Voicemail, ExecCONNECT (web), several other features (see [www.lusfiber.com](http://www.lusfiber.com)), and \$ 0.05 per minute long distance\*\* (Continental US).

\*Pricing based on 1-year minimum service agreement

**5.2.2 Unlisted and Non-Published Telephone Number Service**

Non-listed Number	\$ 3.50
Non-Published Number	\$ 5.50

\*\*The Louisiana PSC does not regulate Long Distance Service.