

**EXCHANGE SERVICE GUIDE**

**COMCAST PHONE OF MAINE, LLC**

**TITLE PAGE**  
Original Page 1  
Effective: February 1, 2011

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**TERMS AND CONDITIONS APPLICABLE TO THE FURNISHING OF**

**EXCHANGE SERVICE**

**PROVIDED BY**

**COMCAST PHONE OF MAINE, LLC**

**WITHIN THE STATE OF MAINE**

**EXCHANGE SERVICE GUIDE**

**COMCAST PHONE OF MAINE, LLC**

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**1. APPLICATION OF GUIDE**

**1.1. GENERAL**

This Guide applies to the furnishing of Retail Exchange Services, by Comcast Phone of Maine, LLC (hereinafter referred to as the “Company”). Services, features, and functions will be provided where Facilities, including but not limited to billing and technical capabilities, are available.

In addition to the regulations herein, this Guide is subject to specific regulations as may be prescribed by the Maine Public Utilities Commission.

The State of Maine Public Utilities Commission (MPUC) requires that each telephone company’s Terms and Conditions comply with and not conflict with requirements of Maine Statutes (primarily in Title 35-A) and MPUC rules. Any provision in this Guide that conflicts with a Maine statute or MPUC rule is inapplicable and will not be enforceable.

**1.2. REVISION SYMBOLS**

Revisions to this Guide are coded through the use of symbols. These symbols appear in the right hand margin of the page. The symbols and their meanings are as follows:

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (M) To signify material relocated from or to another part of Guide with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

1. APPLICATION OF GUIDE

1.3. DEFINITIONS

Access Line

An arrangement which connects the customer's location to the Company's designated point of presence or network switching center.

Account

The customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An Account may have more than one Access Line billed to the same customer address.

Authorized User

A person, firm or corporation, or any other entity authorized by the customer to communicate utilizing the Company's services.

"Commission" or "PUC."

The Maine Public Utilities Commission

Company

Whenever used in this Guide, "Company", or "Comcast" refers to Comcast Phone of Maine, LLC, unless otherwise specified.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the regulations set forth in this Guide. A Customer is considered to be an Account for billing purposes.

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**1. APPLICATION OF GUIDE**

**1.3. DEFINITIONS (CONT'D)**

Facilities

Supplemental equipment, apparatus, wiring, cables and other materials and mechanisms necessary to or furnished in connection with communications service.

Service Area

The area in which the Company has the capability to provide local telephone service.

User

A customer, or any other person authorized by a customer, to use service provided under this Guide.

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY**

**2.1.1. GENERAL**

The Company undertakes to provide the services offered on the terms and conditions and at the rates and charges specified herein, in the associated Pricing List, and in the Comcast Agreement for Residential Service or Business Services Customer Terms and Conditions, as applicable.

The Company's services and Facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week. For the purpose of computing charges, a month is considered to have 30 days.

Services, features and functions will be provided where Facilities, including but not limited to billing capability and technical capability, are available without unreasonable expense to the Company, as determined in the Company's sole discretion.

**2.1.2. TERMS AND CONDITIONS**

Customers may be required to enter into written service orders that may contain or reference a specific description of the service ordered, the rates to be charged, and the terms and conditions in this Guide. The customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning service.

Service will be provided on a month-to-month or term basis at the then current rates unless terminated by either party. Any termination shall not relieve the customer of the obligation to pay any charges incurred under the service orders, if any, and this Guide and the associated Pricing List prior to termination. The customer's rights and obligations incurred under this Guide, which by their nature extend beyond termination of service, shall survive such termination.

**2.1.3. RELEASE OF INFORMATION TO CARRIERS**

The Company will provide information to a Carrier who needs the information for allocation, billing or service purposes in compliance with all State and Federal requirements applicable to Customer Proprietary Network Information (CPNI).

**2. GENERAL REGULATIONS**

**2.2. PAYMENTS AND CHARGES**

**2.2.1. ESTABLISHMENT AND REESTABLISHMENT OF CREDIT**

A customer whose service has been discontinued for non-payment of bills for any telecommunications service will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

If service is established and it is subsequently determined that the customer or applicant is indebted to the Company for service previously furnished, the Company may suspend or terminate the current service until satisfactory arrangements have been made for the payment of the prior indebtedness.

**2.2.2. BILLING DISPUTES**

The customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute at the address, phone number or e-mail address on the customer's bill. All charges not in dispute shall be paid by the customer by the payment due date. If the customer is not satisfied with the Company's response, the Customer may contact:

Maine Public Utilities Commission  
Consumer Assistance Division  
18 State House Station  
242 State Street  
Augusta Maine 04333-0018  
1-800-452-4699; or 1-207-287-3831  
FAX 1-207-287-1039

**2.2.3. ADVANCE PAYMENTS**

The Company may require a customer to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service advance payments of recurring and nonrecurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for safeguarding its interests. In addition, where special construction is involved, advance payment of the construction charges quoted may be required at the time of application. Advance Payments will be collected in accordance with Chapter 870 of the Commission Rules.

**2. GENERAL REGULATIONS**

**2.2. PAYMENTS AND CHARGES (CONT'D)**

**2.2.4. DEPOSITS**

The Company may require a deposit of a customer who cannot establish a credit standing satisfactory to the Company. Deposits will be collected in accordance with Chapter 870 of the Commission Rules.

The fact that a deposit may have been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Company for service rendered.

**2.2.5. RETURNED CHECK CHARGE**

The customer will be assessed a charge for each check, draft, or electronic funds transfer, in addition to any late payment charges, submitted by the customer to the Company which a financial institution refuses to honor. The charge is the greater of the actual amount of the returned check fee charged by the bank or \$5.00, not to exceed fifteen dollars (\$15.00) for each check, draft, or electronic funds transfer, in addition to any late payment charges. Please refer to the Pricing List for the specified amount

**2.2.6. LATE PAYMENT CHARGE**

Where payment of any billed amount is not received within 30 days of the bill date, the unpaid balance carried forward to the next month's bill may be subject to a Late Payment Charge calculated at a rate indicated on the Pricing List that does not exceed the amount specified in Chapter 870 of the Commission's Rules, as updated annually.

Late Payment charges do not apply to the disputed amounts portion of unpaid balances, if resolved in favor of the customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date on the customer's bill.

**2. GENERAL REGULATIONS**

**2.3. CANCELLATION AND DISCONTINUANCE OF SERVICE**

**2.3.1. CANCELLATION OF SERVICE**

The customer may cancel service at any time upon written or oral notice 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 service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

**2.3.2. DISCONTINUANCE OF SERVICE**

**A. Disconnection without Cause.**

As set forth in Chapter 291 Section 12 of the Commission's rules, the Company may disconnect a customer's basic service on a non-discriminatory basis for any reason upon 14-days prior notice to residential customers and 7-days prior notice to nonresidential customers except as set forth in B. and C. following. At the Company's sole discretion, the Company may elect to suspend service in lieu of disconnection following the above-referenced notification period. If the cause of service suspension remains unresolved, the Company may, at its option, subsequently move to disconnect.

**B. Emergency Moratorium**

As set forth in Chapter 291 Section 4 of the Commission's rules, the Company shall not discontinue service where the Commission determines that, due to an emergency, termination of telecommunications service presents a clear danger to the health or safety of customers (emergency moratorium).

**C. Medical Conditions**

As set forth in Chapter 291 Section 13 of the Commission's rules, the Company shall not disconnect basic service when the customer or an occupant of the customer's residence is certified by a physician to have a medical condition such that a lack of basic service would pose a serious risk of harm to that individual. In lieu of disconnection, and in compliance with the procedure set forth by the Commission, the Company will assist the qualifying customer in transitioning to an Eligible Telecommunications Carrier for service.

**2. GENERAL REGULATIONS**

**2.3. CANCELLATION AND DISCONTINUANCE OF SERVICE (CONT'D)**

**2.3.3. RESTORATION OF SERVICE**

When a customer's service has been disconnected in accordance with the Guide and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If any customer's service is restored after having been suspended in accordance with the Guide but a Company service order to terminate such service has not been completed when such service is restored, the customer may be required to pay a restoral of service or reconnect charge specified in the Company's Pricing List.

If a service has been suspended or discontinued for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and Facilities during the period of suspension and which may include a service restoral fee. If the customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoral of service will be effected upon bank clearance of the check.

**2. GENERAL REGULATIONS**

**2.4. SPECIAL CONSTRUCTION**

Subject to the agreement of the Company and to all of the regulations contained in this Guide, special construction of Facilities may be undertaken on a reasonable effort basis at the request of the customer. Special construction is construction undertaken:

- where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;
- of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- in a quantity greater than that which the Company would normally construct;
- on an expedited basis;
- on a temporary basis until permanent Facilities are available;
- involving abnormal costs; or
- in advance of its normal construction.

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**2. GENERAL REGULATIONS**

**2.5. EMERGENCY SERVICES - 911**

**2.5.1. GENERAL**

Provision of 911 must be in compliance with Chapters 2 and 3 of the Emergency Services Communications Bureau (ESCB) rules and in accordance with Maine Statute, Title 25, part 8, Chapter 352.

**2.5.2. REGULATIONS**

- A. The company will monitor its 911 trunks in accordance with Chapter 2 of the Emergency Services Communications Bureau (ESCB) rules.
- B. 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress. The ESCB or its designee may conduct Quality Assurance and Quality Control inspections.
- C. After the establishment of service, it is the ESCB or its designee's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on the existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

**2.6. TOLL DISCOUNTS FOR QUALIFYING CUSTOMERS**

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

## **EXCHANGE SERVICE GUIDE**

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Effective: February 1, 2011

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### **3. SERVICE AREAS**

#### **3.1. EXCHANGE SERVICE**

The Company offers Exchange Service, where systems and Facilities are available or can reasonably be made available, in the following locations:

Kittery  
Berwick  
South Berwick  
Eliot.

The company concurs in the exchange maps as filed by the incumbent local exchange company.