

TARIFF

**Birch Communications, LLC**  
**DBA BirchComm, LLC**

(T)  
(T)

RATES, RULES and REGULATIONS for FURNISHING  
RESOLD LOCAL TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF NEW JERSEY

Filed with the  
New Jersey Board of Public Utilities

**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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Birch Communications, Inc.  
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**EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

- (C) Signifies changed regulation or rate
- (D) Signifies discontinued regulation or decreased rate
- (I) Signifies increased rate
- (N) Signifies new rate or regulation
- (S) Signifies reissued matter
- (T) Signifies a text change involving no change in rate or regulation
- (M) Signifies matter relocated without change

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### APPLICATION OF TARIFF

This tariff (the “Tariff”) sets forth the Service offerings, rates, terms and conditions applicable to the provision of intrastate business and residential telecommunications Services by Birch Communications, LLC DBA BirchComm, LLC (the “Company”) to Customers within the local exchange Service area(s) defined herein. “Birch Communications, LLC”, “Birch Communications and logo” and “Birch” are registered trademarks of Birch Communications, LLC DBA BirchComm, LLC.

## SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below. Terms not defined in this section have the meaning generally accepted in the telecommunications industry for that particular word or phrase.

**576 Restriction** - All Customers will be automatically blocked from origination of home NPA direct Dialed 576 calls from their Dial Tone Line. Customers will have the ability to unblock origination of home NPA direct dialed 576 calls from their Dial Tone Line, where facilities permit. Customers who subsequently block after being unblocked can do so, subject to a Product/Service Charge.

**900# Block** - allows residential and business Customers to prevent outgoing calls to 900 numbers.

**900 Restriction** - Gives Residence or Business Customers the capability to block Origination of home NPA (Numbering Plan Area) direct dialed 900 calls from their Dial Tone Line. Calls to 900 Audiotex are allowed to complete unless this restriction is applied.

**Advance Payment** - Payment of all or part of a charge required before the initiation of Service.

**Anonymous Call Rejection** - A Service that lets you reject calls from people or organizations that have "blocked" the display of their name, organization name or telephone number. With Anonymous Call Rejection a phone won't ring when called by parties who are using Per Call Blocking or Per Line Blocking. The caller will hear an announcement that blocked calls are not being accepted.

**Audiotex Restriction (Blocking)** - Provides Customers the capability to block origination of direct dialed Audiotex calls.

**Authorized User** - A person, firm, corporation or other entity that either is authorized by the Customer to use telecommunications Service or is placed in a position by the Customer, either through acts or omissions, to use telecommunications Service.

**Automatic Call Back** - Allows automatic connection to a busy number when it is idle again without having to redial.

**Call Block (Incoming)** - Prevent incoming calls from up to 10 different telephone numbers. Callers from blocked numbers will hear a message indicating their call is not being accepted.

**Call Block (Outgoing)** - Prevents calls to certain phone numbers from your home or business. Has the ability to block calls to 10 outgoing numbers.

**Call Forward (Busy/Don't Answer)** - When a phone is busy or a user is away from the phone, Call Forward (Busy/Don't Answer) automatically redirects calls to another telephone number or your VoiceMail box.

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**Call Forward Selective** - A Service that allows forwarding of incoming calls to up to six specific telephone numbers.

**Call Forward Variable** - Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

**Call Hold** - Allows the user to hold one call for any length of time provided that neither party goes On Hook.

**Call Park** - Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

**Call Pickup** - Allows a User to answer incoming calls to another Station line within a defined call pickup group.

**Call Transfer/Consultation/Conference** - Provides the capability to transfer or add a third party using the same line.

**Call Trace** - A Service that traces the last incoming telephone call.

**Call Waiting** - provides a special tone to notify the user of another incoming call, while the phone is in use.

**Call Waiting Cancel** - Allows a User to cancel the Call Waiting tone feature on a per call basis by dialing a specific two-digit code.

**Caller Identification (Caller ID)** - Identifies the ten-digit number of the calling party.

**Caller Identification (Caller ID) Blocking** - Blocks the delivery of the number to the called party on a per call basis.

**Class of Service (COS)** - Used to provide specific features.

**Commission / Board** - Unless otherwise indicated herein, the New Jersey Board of Public Utilities

**Company** – Birch Communications, LLC DBA BirchComm, LLC, the issuer of this tariff. (T)

**Customer** - The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with tariff regulations.

**Distinctive Ringing** - allows the user to identify callers with a distinctive ring.

**Do Not Disturb** - Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

**Dual Tone Multi-frequency** - Tone type address signaling of a called party via Customer provided instruments equipped with an approved push button pad.

**Exchange Carrier** - Any individual, partnership, association, joint-stock Company, trust, governmental entity or corporation engaged in the provision of local exchange telephone Service.

**Hunting** - Routes a call to an idle Station line, either by Serial Hunting or Circular Hunting. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop. With Circular Hunting, calls directed to a busy Station in the middle of a hunt group will "wrap around" to the beginning of the hunt list and search for an idle Station. The caller is connected to the first idle Station encountered.

**Individual Case Basis (ICB)** - A Service arrangement in which the regulations, rates and charges are developed on the specific circumstances of the Customer's situation.

**Joint User** - A person, firm or corporation designated by the Customer as a user of telecommunications Service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**LATA** - A local access transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications Services.

**Local Calling** - A completed call or telephonic communication between a calling Station and any other Station within the local Service area of the calling Station.

**Local Exchange Carrier** - A Company which furnishes exchange telephone Service.

**Non-Recurring Charges** - The one-time initial charges for Services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Pre-subscription** - An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier(s) (PIC).

**Preferred Customer Discount ("PCD")** – A discount added to the monthly invoice and deducted from the rack rate for grandfathered products and term contract discounts.

(N)  
(N)

**Recurring Charges** - The monthly charges to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the Service.

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**Return Call** - Automatically call the last number that called.

**Selected Coverage** - allows a Customer to control access to a toll number by Area Code or Area Code & Exchange.

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested Service or facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of Service. The parties may mutually agree on a substitute Service Commencement Date.

**Services** - The Company's telecommunications Services offered on the Company's network or through resale of telecommunications Services on another carrier's system.

**Speed Dialing** - Dial local or long distance calls with just one or two digits.

**Station** - Telephone equipment or lines from or to which calls are placed.

**Talking Return Call** - Hear the number of the last person who called and automatically call that number back.

**Three-Way Calling** - Enables user to conference with two other people in different locations at the same time.

**Tone Block** - Turns off Call Waiting feature.

**User** - A Customer or any other person authorized by the Customer to use Service provided under this tariff.

**Unpublished** - Numbers not published in the Customer directory and not made available to the general public.

## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to provide telecommunications Service in connection with one-way and/or two-way transmission between points within the State of New Jersey under the terms of this tariff.

Customers may use Services and facilities provided under this tariff to obtain access to Services offered by other Service providers. The Company is responsible under this tariff only for the Services and facilities provided for in this tariff, and it assumes no responsibility for any Service provided by any other entity that purchases access to the Company network in order to originate or terminate its own Services, or to communicate with its own Customers.

#### 2.1.2 Constraint of Equipment or Facilities

The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary due to either lack of facilities or some other cause beyond the Company's control.

The provision of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's cable and other facilities as well as facilities the Company may obtain from other carriers from time to time to provide Service as required, in the sole discretion of the Company.

### 2.1.3 Terms and Conditions

Except as otherwise provided herein, Service is provided and billed on the basis of a month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purposes of computing charges in this tariff, a month is considered to have thirty (30) days.

Customers may be required to enter into Service Agreements which shall contain or reference the name of the Customer, a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this tariff.

At the expiration of the initial term specified in each Service Agreement, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the term of the Service Order shall survive such termination.

This tariff shall be governed by the laws of the State of New Jersey.

Another telephone Company must not interfere with the right of any person or entity to obtain Service directly from the Company.

The Customer has no property right to the telephone number or any other call number designation associated with the Services provided by the Company. The Company reserves the right to change such numbers, and/or the central office designation associated with such numbers, assigned to the Customer whenever the Company deems it necessary to do so in the conduct of its business.

The Customer agrees to operate Company-provided equipment in accordance with instructions provided by the Company or the Company's agent, where necessary. Failure to do so will void Company liability for interruption of Service and may make the Customer liable for any damage to equipment that results (see 2.1.4 below).

The Customer agrees to return to the Company, or allow the Company access to retrieve, all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Such equipment shall be in the same condition as when delivered to the Customer, normal wear and tear excepted. Upon demand, Customer shall reimburse the Company for any costs incurred by the Company due to Customer's failure to comply with this provision.



## 2.2 Liability of the Company

The liability of the Company for damages arising out of the provision of its Services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these Services, or damages arising out of the failure to furnish the Service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in 2.6 herein. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Allowance for interruptions shall be credited to Customer's accounts. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customers except as caused by the gross negligence or willful misconduct of the Company and only to the extent caused by the Company.

The Company shall not be liable for any delay of performance, failure to perform or failure of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company; acts or omissions of other carriers; preemption of existing Service in compliance with national emergencies; insurrections; wars; terrorism; riots; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the Services of other common carriers or warehousemen, except where expressly contracted by the Company. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

Where misuse of Service is claimed notwithstanding the Customer's obligations as set forth herein the Customer shall indemnify, defend and hold harmless the Company against any claim, loss or damage arising from Customer's or others authorized by the Customer to use the Services provided under this tariff, including, but not limited to: Claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information or other content transmitted via the Company's Service; patent infringement claims arising from combining or connecting the Service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company pursuant to this tariff.

The entire liability of the Company, resulting from ordinary negligence or ordinary default of the Company, for any claim, loss, damage or expense from any cause shall in no case exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim.

### **2.3 Emergency 911 Service**

This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not liable for any losses, claims, demands, suits or other liability, whether suffered, made, instituted or asserted by the Customer or by any other party for any personal injury to or death of any person(s), or for any loss, damage or destruction of any property, caused or claimed to have been caused by any actions, or failures to act, on the part of the Company or its agents.

The Company is also not responsible for infringement or invasion of the right to privacy of any person(s) caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Service features and the equipment associated therewith, or by any Services provided by the Company, and which arise out of the wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

When a Customer with an unpublished telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for Emergency 911 Service, upon request of such governmental authority. By subscribing to Service under this tariff, the Customer acknowledges and agrees with the release of the information in such a circumstance.

### **2.4 Notice of Activities Which May Affect Service**

The Company will provide the Customer reasonable notice of Service-affecting activities that may occur within the normal operation of its business. No specific advance notice period is applicable to all Service activities. The Company will work cooperatively with the Customer to ensure reasonable notice requirements.

With some emergency, hazardous or unplanned conditions, such as outage resulting from cable damage, notice to the Customer might not be possible. The Company may or may not, in its sole discretion, provide notice for denial or termination of Service where the Customer (a) uses equipment in such a manner as to adversely affect the Company's equipment or Service to others; (b) tampers with equipment provided and owned by the Company; (c) makes an unauthorized use of the Company's Service by any method which causes hazardous signals over the Company's network; or (d) makes an illegal use of such Service.

## **2.5 Provision of Equipment and Facilities**

The Company shall make reasonable efforts to make available Services to Customer on or before a particular date, subject to the Customer's compliance with the terms and conditions of this tariff, but does not guarantee availability of such Service by any such date and shall not be liable for any delays in initiating Service to any Customer.

The Company shall make reasonable efforts to maintain facilities that it provides to the Customer. The Customer may not, or permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, without the Company's written consent.

The Customer shall be responsible for the payment of Service charges for visits by the Company's agents or employees to the Customer's premises when the Service problem needing attention results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

The Company shall not be liable for the installation, operation or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities provided under this tariff, the Company shall be responsible only for the provision, maintenance and operation of such facilities.

## **2.6 Non-Routine Installation**

Installation and/or maintenance to be performed outside the Company's regular business hours or in hazardous locations is entirely within the discretion of the Company and additional charges for such Services may apply on a time and materials basis.

## **2.7 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

## **2.8 Prohibited Uses**

The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all necessary governmental approvals, authorizations, licenses, consents or permits.

The Company may require a Customer to immediately shut down its transmission of signals if such transmission is causing interference to others.

**2.9 [Reserved for Future Use]**

**2.10 Obligations of the Customer**

The Customer shall be responsible for:

- 2.10.1** Compliance with the regulations of this tariff,
- 2.10.2** Placement of any necessary orders and the payment of all applicable charges incurred pursuant to this tariff;
- 2.10.3** Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer, or by noncompliance of the Customer with these regulations, or by fire, theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.10.4** Providing, at no charge, any needed equipment space and power to operate Company facilities and equipment installed on Customer's premises;
- 2.10.5** Obtaining, maintaining and otherwise having full responsibility, including costs, for obtaining and maintaining all rights-of-way and conduit necessary for installation of fiber optic cable, other facilities and associated equipment used to provide telecommunications Service to the Customer, including the costs of altering the structure to permit installation of Company-provided facilities;
- 2.10.6** Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and/or agents shall be installing or maintaining the Company's facilities and equipment;
- 2.10.7** Not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities;
- 2.10.8** Making Company facilities and equipment periodically available for maintenance purposes at a time agreeable to both the Company and the Customer; and
- 2.10.9** Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which the Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the Customer's premises at any time for the purposes of installing, inspecting, maintaining, repairing, or upon termination of Service, removing the facilities or equipment of the Company.

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*Tariff page revised April 13, 2018 to reflect Company name change from Birch Communications, Inc. to Birch Communications, LLC DBA BirchComm, LLC.*

Issue Date: April 9, 2009

Effective Date: August 9, 2009

Birch Communications, Inc.  
Christopher J. Bunce, Vice President, Legal and General Counsel  
2300 Main St., Suite 600  
Kansas City, MO 64108

## **2.11 Customer Equipment and Channels**

### **2.11.1 Station Equipment**

The Customer is responsible for providing and maintaining any terminal equipment on the Customer's premises not provided by the Company. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R. Part 68, and all wiring must be installed and maintained in compliance with those regulations. The Company, where possible, will notify the Customer where temporary discontinuance of the use of a Service may be required; however, where notice is impractical, the Company may discontinue Service if such action is reasonable under the circumstances. In the latter case, subsequent notice to the Customer of the temporary discontinuance shall be adequate. Upon notice either in advance or subsequent to the discontinuance, the Customer shall be given the opportunity to correct the condition which gave rise to the discontinuance. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with and does not cause damage to such equipment and facilities, or cause injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company with the approval of the Customer at the Customer's expense.

### **2.11.2 Interconnection of Facilities**

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for the provision of telecommunications Service and the channels, facilities or equipment of others may be provided at the Customer's expense, subject to the technical limitation established by the Company. Facilities provided under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. Interconnection between the Services or facilities of other communications carriers shall be implemented only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

### **2.11.3 Inspections**

Upon reasonable notice to the Customer, and at a reasonable time, the Company shall make such tests and inspections as may be necessary to ensure that the Customer is complying with the requirements set forth in 2.4.2 for the installation, operation and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action it deems necessary to protect its facilities, equipment and personnel, including, but not limited to, notice of noncompliance and request for correction of such noncompliance, and suspension of Service.

## **2.12 Payment for Services**

The Customer is responsible for payment of all charges for Service and facilities provided by the Company to the Customer or its joint or authorized users. If objections are not received by the Company within ninety (90) days after the billing statement is rendered, the charges will be deemed correct and binding upon the Customer.

The Customer is responsible for payment of any sales, use, excise, state and federal taxes imposed on the provision of local exchange Service, all of which shall be designated on the Company's invoices as other taxes.

## **2.13 Billing and Collection of Charges**

Bills will be rendered monthly (approximately every 30 days) to a Customer.

All Service, installation and non-recurring charges are due and payable upon request.

The Company shall present bills for recurring charges monthly to the Customer, in advance of the month in which Service is provided. Recurring charges will be due and payable within twenty (20) days after the bill date.

When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was provided will be calculated with proration. For this purpose, every month is considered to have thirty (30) days.

Amounts not paid within thirty (30) days of the billing date, as shown on the billing statement, are considered past due. If the Company incurs any costs in collecting past due charges, the Customer shall be responsible for all costs including, without limitation reasonable attorney fees incurred by the Company in collecting past due charges.

Checks given in payment for any bills or charges rendered which are returned to the Company unpaid by the Customer's bank, shall result in an additional charge of twenty dollars (\$20) per check, per occurrence, which charge shall be levied against the Customer's account. Proper notice of the returned check and the charge shall be mailed to the Customer by first class mail. Where the returned check is for combined Services, this charge shall be assessed for only one of these Services.

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**SECTION 2 – REGULATIONS (CONT'D)**

**2.13 Billing and Collection of Charges, (Cont'd.)**

**2.13.3 Late Payment Fee**

The Company may apply a late payment charge to Customers receiving basic or packaged business services if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the "Due Before Date" in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor. The late factor shall be 1.5% per month. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter.

Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts.

**2.13.2 Payment Convenience Fee**

Customers making credit card or check payments by calling in to our customer service and/or payment assistance departments will be assessed a \$5.00 Payment Convenience Fee the day of the transaction.

1. A Regulatory Recovery Fee will be charged per Customer, per line, per month for all wholesale, business and residential Customers to help recover the Company's regulatory and administrative costs.

	<u>Monthly recurring charge</u>
Per line per month	\$2.95

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## **2.14 Disputed Bills**

All billing statements are presumed accurate. In the event that the Customer disputes the accuracy of a billing statement the Customer shall notify the Company with forty-five days of the invoice date. If Customer does not contact Company with the dispute within said forty-five days the invoice will be deemed binding on Customer for all purposes and Customer will be deemed to have waived its right to further dispute said invoice. Upon the Customer's request, the Company will provide an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the Service may be subject to termination. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the New Jersey Board of Public Utilities in accordance with the Board's rules of procedure or submit the dispute to arbitration pursuant to Section 2.28 of this Tariff.

## **2.15 Advance Payment**

The Company may require a Customer to make an advance payment before Services and facilities are provided in instances where special construction is necessary, and the amount of payment will be the estimated non-recurring charges for the special construction. The advance payment will be credited to a Customer's first bill, and may be required in addition to a deposit.

## **2.16 Installment Payment Plan for Residence Non-Recurring Charges**

The Installment Payment Plan is an optional payment plan for non-recurring charges including, but not limited to Premises Work, Dial Tone Line Connection, Miscellaneous and Product/Service charges.

At the option of the Company, non-recurring charges, with the exception of Dial Tone Line Connection may be paid in equal monthly installments over three consecutive billing periods. Dial Tone Line connection charges may be paid in equal monthly installments over three consecutive billing periods.



## **2.17 Deposits**

If after notice of methods of establishing credit and being afforded an opportunity, a Customer has not established credit, the Company may require a reasonable deposit as a condition of service.

The credit established, by whatever method, shall apply to any location within the area the Company is furnishing service.

### **2.17.1 Deposit Amount**

The amount of the deposit shall be reasonably related to the probable charge for service during a billing period based upon the average monthly charge over an estimated twelve month service period multiplied by two.

### **2.17.2 Deposits to Insure Credit of New Customers**

Where an applicant's credit is not established, the initial deposit shall be the estimated average bill of the Customer for a billing period, based upon the average monthly charge over an estimated one month service period, multiplied by two. If the actual bills of the Customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit may be changed in accordance with the facts.

### **2.17.3 Deposits for Customers in Default**

A Customer in default in the payment of bills may be required to furnish a deposit or increase the existing deposit in an amount sufficient to secure the payment of future bills. The amount of such deposit shall be determined in accordance with this tariff.

### **2.17.4 Return of Deposits**

Upon closing any account the balance of any deposit remaining after the closing bill for service has been settled shall be returned promptly to the depositor with interest due.

The Company will review residential Customer accounts at least once a year and non-residential Customer accounts at least once every two years and if such review indicates that the Customer has established credit satisfactory to the Company, then the outstanding deposit shall be refunded to the Customer. The Company will allow its Customers the option of having the deposit refund applied to the Customer's account in the form of a credit or of having the deposit refunded by separate check in a period not to exceed one billing cycle.

### **2.17.5 Interest on Deposits**

Simple interest at a rate equal to the average yields on new six month Treasury Bills for the 12 month period ending each September 30 shall be paid by the Company on all the deposits held by it, provided the deposit has remained with the Company for at least three months. Said rate shall become effective January 1 of the following year. The New Jersey Board of Public Utilities will notify the Company of the effective rate.

Interest on deposits previously collected and held by the Company will be apportioned so that the computed interest rate shall be based upon the average yields on new six month Treasury Bills, beginning the following January 1.

Interest payments shall be made at least once during each 12 month period in which a deposit is held and shall take the form of credits on bills toward Company service rendered or to be rendered. The effect of this subsection shall be limited to those deposits, if any, held by the Company to secure residential accounts. Each new Customer, from whom a deposit is required, shall receive a written description of the deposit policy as set forth herein.

## 2.18 Suspension, Termination or Refusal of Service

**2.18.1** Service may be disconnected after notice for any of the following reasons:

- (A) Nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by a telecommunications carrier or failure to comply with the terms of a payment arrangement. If the Company incurs any costs in collecting past due charges, the Customer shall be responsible for all costs including, without limitation, reasonable attorney fees incurred by the Company in collecting past due charges.
- (B) 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, if a reasonable attempt has been made to notify the Customer and the Customer is provided with a reasonable opportunity to remedy the situation.
- (C) To ensure compliance with deposit or guarantee arrangements where required by these rules.

**2.18.2** Service may be disconnected without notice for any of the following reasons:

- (A) Where a dangerous condition exists for as long as the condition exists or where Service is connected without authority by a person who has not made application for Service or who has reconnected Service following suspension of Service for nonpayment. Where reasonable, given the nature of the hazardous condition, a written statement providing notice of suspension 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.

**2.18.2** Service may be disconnected without notice for any of the following reasons:

- (B) The Company reserves the right to discontinue or refuse Service because of abuse or fraudulent use of Service. Abuse or fraudulent use of Service includes:
- (1) The use of Service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an intraLATA message toll or local message charge.
  - (2) The placing or acceptance of an intraLATA wide area telecommunications Service call by an intraLATA wide area telecommunications Service Customer, his agent, employee or representative, in response to an uncompleted message toll call, which was not completed in order to transmit or receive intelligence without the payment of the applicable intraLATA message toll charge.
  - (3) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, Service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such Service.
  - (4) The use of Service or facilities of the Company for a call or calls, anonymous or otherwise, in a manner reasonably to be expected to frighten, abuse, torment, or harass another.

### **2.18.3 Suspension on Holidays and Weekends**

For suspension on holidays and 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 Service.

### **2.18.4 Prohibition or Suspension During Certified Medical Conditions**

The Company shall not suspend or refuse to restore Service to a dwelling when an occupant in the dwelling is certified by a physician to be seriously ill and affected with a medical condition which will be aggravated by a complete cessation of service except where access to emergency services by telephone is retained.

If, before suspension of Service, a Company employee is informed that an occupant is seriously ill or is affected with a medical condition, and that the occupant will be endangered by cessation of Service, and that a medical certification will be procured, suspension shall not occur for at least three days. Service may be suspended if no certification is produced within the three-day period. Certifications initially may be written or oral, subject to the right of the Company to verify the certification by calling the physician or to require written confirmation within seven days. All certifications, whether written or oral, shall include all of the following information:

- (A) The name, address, and telephone number of the Customer in whose name the account is registered.
- (B) The name and address of the afflicted person and the afflicted person's relationship to the Customer.
- (C) The nature and anticipated length of the affliction.
- (D) The name, office address and telephone number of the certifying physician or Christian Science practitioner.
- (E) The specific reason why access to telephone Service must be maintained, including the localities in which it is necessary for calls to be placed to.

Service shall not be suspended for the period specified in the medical certification; however, the maximum length of the certification shall be sixty (60) days. The Board may extend the sixty (60) day period for good cause. The Customer shall request such extension in writing and provide a current medical certification. When Service is required to be restored due to emergency medical certification, the Company shall make a diligent effort to have Service restored on the date of the medical certification. Service shall be restored before the end of the next working day. The Company shall have employees available or on call to restore Service in emergencies.

## **2.19 Requirements for Restoration of Service**

Service may be suspended until all charges applicable to the time of the restoration of Service have been paid and all violations have ceased. These charges include, but are not limited to:

**2.19.1** Regular monthly rate for the Service during the period of partial or complete suspension for non-payment.

**2.19.2** Any taxes which are imposed on the Customer and are required to be paid or prepaid by the Company.

**2.19.3** Any applicable suspension, restriction, or restoration fees.

**2.19.4** If the Company incurs any costs in collecting past due charges, Customer shall be responsible for all costs including, without limitation, reasonable attorney fees incurred by the Company in collecting past due charges.

## **2.20 Right to Refuse Service**

The Company may decline to serve an applicant until such applicant has complied with the State and municipal regulations and approved rules and regulations of the Company on file with the Board governing the Service applied for or for the following reasons:

If the applicant's installation or equipment is known to be hazardous or of such character that satisfactory Service cannot be given.

If the applicant is indebted to the Company for the same kind of regulated intrastate Service (business or residence) as that applied for. In the event the indebtedness of the applicant is in dispute, the applicant shall be served upon complying with the deposit requirement in 2.5.6 of this Tariff.

Refusal to make a deposit if the applicant is required to make a deposit under these sections.

In the event that the Company shall refuse to serve an applicant under the provisions of these sections, the Company must inform the applicant of the basis of its refusal and the applicant may file a complaint with the Board.

## 2.21 Insufficient Grounds for Refusal to Serve

The following shall not constitute sufficient cause for refusal of Service to a present Customer or applicant:

- (A) Delinquency in payment for Service by a previous occupant of the premises to be served.
- (B) Failure to pay for merchandise, or charges for non-telecommunications Service purchased from the Company.
- (C) Failure to pay a bill caused by previous under billing due to misapplication of rates more than six (6) months prior to the date of application.
- (D) Violation of the Company's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the Service of others, or other Services such as communication Services, unless the Customer has first been notified and been afforded reasonable opportunity to comply with the said rules.
- (E) Failure to pay a bill of another Customer as guarantor thereof, unless the guarantee was made in writing to the Company as a condition precedent to Service.
- (F) Failure to pay the bill of another Customer at the same address except where the change of Customer identity is made to avoid or evade payment of the Company bill. A Customer may request a supervisory review if the Company determines that evasion has occurred and refuses to provide Services.
- (G) For refusal to pay charges billed on behalf of another carrier.

## 2.22 Insufficient Grounds for Termination of Service

Service may not be disconnected for any of the following reasons:

- (A) Delinquency in payment for Service by a previous occupant of the premises.
- (B) Failure to pay for merchandise, or charges for non-Company Service provided by the Company.
- (C) Failure to pay for a different type or class of Service unless the Service is provided by the Company and unless the fee for such Service is included on the same bill.
- (D) Failure to pay the account of another Customer as guarantor thereof, unless the Company has in writing the guarantee as a condition precedent to Service.
- (E) Failure to pay charges arising from an under billing occurring due to misapplication of rates more than six (6) months prior to the current billing.

### **2.23 Allowances for Interruptions of Service**

For interruptions of Service which are not due to Company's testing or adjusting, to the Customer's (or authorized user's) negligence or noncompliance with this tariff, or to the failure of channels, equipment and/or communications equipment provided by the Customer or entity other than the Company, credit will be granted with proration, subject to the general liability provisions set forth above. It shall be the obligation of the Customer to notify the Company of any interruptions of Service. Before giving such notice, the Customer shall ascertain that the problem is not being caused by any action or omission of the Customer, not within the Customer's control, or is not in the wiring or equipment connected to the terminal of the Company.

In calculating credit, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified in this tariff for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. No credit will be granted for Service outages less than 24 hours in duration. Credit allowances for Service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

Should the Customer elect to use an alternative Service provided by the Company during the period that a Service is interrupted, the Customer must pay the tariffed rates and charges for the alternative Service used.



## **2.24 Cancellation of Service**

### **2.24.1 Cancellation of Application for Service**

A Customer may cancel an Application for service subject to the following conditions:

Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install such Service that it otherwise would not have incurred, a charge equal to those incurred costs, less net salvage, shall apply. These charges related to cancellation of Service will be calculated and applied by the Company on a case-by-case basis.

### **2.24.2 Cancellation of Service by the Customer After Service Order Initiation**

Unless the Company breaches its obligation, if a Customer cancels a Service order for any reason whatsoever other than a Service interruption (as defined above), the Customer agrees to pay to Company the following sums which shall be due and owing as of the cancellation and be payable within the period set forth in 2.1.3 All costs, fees and expenses reasonably incurred in connection with:

- (A) all non-recurring charges reasonably expended by the Company to establish Service to the Customer;
- (B) any disconnection, early cancellation or other charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; and

### **2.24.3 Termination of Service by the Customer Prior to Expiration Date**

Unless the Company breaches its obligation, if a Customer terminates a contract before the completion of the term for any reason, the Customer agrees to pay to Company the following sums which shall be due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.1.3 All costs, fees and expenses reasonably incurred in connection with:

- (A) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; and
- (B) if Service is terminated prior to the completion of the term, all recurring charges specified in the applicable tariff for the balance of the then current term.

## **2.25 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

## **2.26 Notices and Communications**

The Customer shall designate on the Service order an address to which the Company shall mail or deliver all notices and other communications, except that a separate address may be designated to which the Company's billing statements for Service shall be mailed.

The Company shall designate on the Service order an address to which the Customer shall mail or deliver all notices and other communications, except that a separate address may be designated on each billing statement for Service to which the Customer shall mail payment on that bill.

The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice as set forth herein.

## **2.27 Promotional Offerings**

The Company may, from time to time, engage in specific promotional offerings to generate public awareness and gain market presence. These promotional offerings may include reductions or waivers of recurring and or non-recurring charges in this tariff. The Company will maintain reasonable records of its promotional activities including guidelines to be observed by Company personnel during such promotions. All promotional offerings will be in compliance with N.J.A.C. 14:10-5.5.

## 2.28 Dispute Resolution

If the Customer has a Dispute with the Company, the Customer must first call the Company's Customer Service department, at the number listed on the Customer's invoice, to attempt to resolve the Dispute. The Customer must describe the Dispute and provide the Company with any supporting documentation reasonably requested by the Company. Likewise, if the Company has a Dispute with the Customer it will notify the Customer by letter sent to the Customer's billing address and attempt to resolve it before pursuing arbitration.

If the parties are unable to resolve the Dispute within 60 days of the initial notice, either party may request arbitration as described below.

**MANDATORY ARBITRATION OF DISPUTES. ANY DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY, OR ANY EMPLOYEE, AGENT, PRIVY OR AFFILIATED ENTITY OF EITHER PARTY, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION AS PRESCRIBED IN THIS SECTION. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, GOVERNS THIS PROCESS, INCLUDING THE ARBITRABILITY OF ANY DISPUTE UNDER THIS TARIFF AND THE REVIEW OF ANY AWARD.**

The arbitration will be conducted by and under the then-applicable commercial arbitration rules of the American Arbitration Association ("AAA") at the nearest AAA Case Management Center or other location as agreed upon by Customer and Company. A single neutral arbitrator engaged in the practice of law will conduct the arbitration. The arbitrator will be selected according to the rules of the American Arbitration Association or, alternatively, may be selected by agreement of the parties, who will cooperate in good faith to select the arbitrator. All expedited procedures prescribed by the applicable rules will apply. All required fees and costs will be paid equally by the parties as set forth in the AAA commercial arbitration rules. The arbitrator's decision and award will be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

No Dispute may be joined with another lawsuit, claim, dispute, or arbitration brought by any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this tariff and may not award punitive damages. If any party files a judicial or administrative action to resolve a Dispute without first complying with the provisions of this Section and another party successfully stays such action and/or compels arbitration, the party filing that judicial or administrative action must pay the other party's costs and expenses incurred in seeking such stay and/or compelling arbitration, including attorney's fees.

Notwithstanding the provisions of this Section, the Customer may file a complaint with the Commission as described in Section 2.14.

If any portion of this Section is determined to be invalid or unenforceable, the remainder of this Section and this Tariff shall remain in full force and effect.

### SECTION 3 - SERVICE DESCRIPTIONS

#### 3.1 Local Exchange Service

##### 3.1.1 General

The Company's Local Exchange Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- (A) place or receive calls to any calling station in the local calling area, as defined herein;
- (B) access 911 Emergency Service;
- (C) access the inter-exchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling
- (E) access operator Services;
- (F) access directory assistance for the local calling area;
- (G) place or receive calls to 800/888 telephone numbers;
- (H) access Telecommunications Relay Service.

##### 3.1.2 Local Line

Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

### **3.2 Caller ID**

Caller ID allows a Customer to see the calling telephone number of calls placed to the Customer. The calling telephone number will be forwarded from the terminating central office to a Customer-provided display unit attached to the Customer's telephone. The calling telephone number will be delivered during the first silent interval of ringing, i.e. between the first and second rings.

The telephone numbers and main listed names which will not be forwarded to the Customer will include those associated calls with no dedicated signaling network and calls where the calling number and name have been suppressed. If the call originates from a telephone that is not located in an appropriately equipped office, the Caller ID subscriber will receive a message indicating the unavailability of a calling telephone number.

Caller ID is available to Customers by monthly subscription, which provides unlimited use of Services.

#### **3.2.1 Number/Name Display Prevention**

The calling party can prevent the Caller ID subscriber from seeing the calling telephone number and main listed name display by dialing a special code prior to placing each call. When the calling party activates this blocking feature, the subscriber will receive an indication on the display unit that the calling telephone number and name have been suppressed. Certain calling parties can request that the display of the calling telephone number and name be automatically prevented for all calls originating from their lines. There is no charge for using the per call or per line number/name display prevention feature.

### **3.3 Directory Assistance**

The Company will provide directory assistance, through which a Customer may obtain directory assistance in determining telephone numbers within its local calling area.

### 3.4 Directory Listings

The Company shall provide for a single directory listing (the "primary listing") in the telephone directory published by the dominant local exchange Service provider in the Customer's exchange area of the station number which is designated as the Customer's main billing number. Unless otherwise indicated by the Company in subsequent revisions of this tariff, the Company shall provide directory Services through Bell Atlantic-New Jersey to the extent that such an arrangement can be negotiated with Bell Atlantic-New Jersey.

Directory listings of additional Customer station numbers, other than the Customer's main billing number, associated with a Customer's Service will be provided for a monthly recurring charge per listing. The Company reserves the right to limit the length of any directory listing by the use of abbreviations when, in its sole judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list a Customer, no additional charge will be made.

Each listing must be properly designated Government or Business to be placed in the appropriate section of the directory, and should avoid misleading users of the directory as to the true nature of the listing.

In order for listings to appear in an upcoming directory, the Customer must provide the listing to the Company in sufficient time to meet the directory publishing schedule.

The liability of the Company for damages arising out of mistakes, omissions, or errors in directory listings for which a specific charge is made, and not caused by the negligence of the Company in failing to maintain proper standards of practices and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, or error occurs.

In the case of directory listings for which no specific charge applies, the Company is not liable for damages arising out of mistakes, omissions, or errors not caused by the negligence of the Company in failing to maintain proper standards of practices and to exercise reasonable supervision in the provision of such listings.

Directory listings are provided as specified herein.

**Primary Listing:** A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, and the address and telephone number of that Customer. This listing is provided at no additional charge.

**Additional Listings:** In connection with business Services only, additional listings are available only in the names of those persons or entities that are authorized by the Customer to use local exchange telephone Service or are placed in a position by the Customer to use local exchange telephone Service.

**Unpublished Listings:** Listings that are not printed in directories or available from directory assistance will be provided through an unpublished telephone Service, at the Customer's request for the omission or deletion of the Customer's telephone listing from the telephone directory and/or the directory assistance records, subject to the provisions set forth in 3.4 paragraph 1.

**Unlisted Numbers:** Unlisted numbers will be provided at the Customer's request, providing for the omission or deletion of that number from the telephone directory. The listing will be carried in the directory assistance and other records and will be given to any calling party.

**Foreign Listings:** Listings in a telephone directory which are not in the Customer's immediate calling area will be provided, where available, and the Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the foreign listing.

**SECTION 4 – BASIC BUSINESS SERVICES**

**4.1 Business Regional Toll Services**

**4.1.1 Switched Inbound and Outbound Rate** \$0.099 per minute

Switched Inbound and Outbound service provides the customer with the opportunity to receive toll free inbound and direct dial outbound service. All calls are routed over the switched access facilities of the Customer. All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds.

**4.1.2 Dedicated Inbound and Outbound Rate** \$0.099 per minute

Dedicated Inbound and Outbound service provides the customer with the opportunity to receive toll free inbound and direct dial outbound service. All calls are routed over the dedicated access facilities of the Customer. All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds.

**4.1.3 Billing Increment**

<u>Service Type</u>	<u>Billing Increments</u>	<u>Billing Minimum</u>
Regional Toll	6-seconds	30-seconds

**4.1.4 Business Switching Rate**

Applicable to Customers switching from the Company's local or long distance service to another service provider.

Switching Charge (per line) \$10.00 per occurrence

**4.1.5 Toll Free Service**

Monthly Recurring Charge per Number: \$5.00

**4.1.6 Stand Alone Long Distance**

Monthly Billing Requirement per Customer: \$4.95

Monthly Recurring Charge per Number: \$1.95

(N)  
|  
(N)



## **4.2 Exchange Access Line Service**

### **4.2.1 Basic Exchange Service**

Basic Exchange Service is a telecommunications service provided to individual line business Customers within a specified geographical area for the purpose of local calling on either a flat rate or measured basis, and to gain access to and from the telecommunications network for message telecommunication service.

Basic Exchange service is comprised of two elements, Exchange Access Line and Station Set.

#### **Exchange Access Line**

Exchange access lines are facilities that consist of all of the Company's central office equipment and outside plant that are required to connect the Customer's serving wire central office with the Customer's premises and includes a Company-provided protector and may also include a Company-provided Network Interface. These facilities provide access to and from the telecommunications network for message telecommunication service and for local calling use. These facilities are for the use of the Customer as designated by the rates schedules contained herein.

#### **Station Set**

This consists of a Customer-provided instrument which can be connected to a Company-provided or Customer-provided jack at locations inside the Customer's premises on the station side of the Network Interface by means of a plug, adapter or direct wiring.

**4.2.2 Message Rate Service (1)**

<b>Flat Rate</b>	<b>Monthly Fee</b>
<b>Rate Group A (0 - 40,000 access lines)</b>	\$11.59
per additional line < 5 lines per account	\$5.36
per additional line > 5 lines per account	\$6.27
<b>Rate Group B (40,001 - 115,000 access lines)</b>	\$12.58
per additional line < 5 lines per account	\$6.36
per additional line > 5 lines per account	\$7.27
<b>Rate Group C (115,001 - 300,000 access lines)</b>	\$13.49
per additional line < 5 lines per account	\$7.04
per additional line > 5 lines per account	\$7.95
<b>Rate Group D (300,001 - 600,000 access lines)</b>	\$13.66
per additional line < 5 lines per account	\$7.22
per additional line > 5 lines per account	\$8.13

(1) Effective November 1, 2009, this service is grandfathered and no longer available to customers.

(N)

*Tariff page revised April 13, 2018 to reflect Company name change from Birch Communications, Inc. to Birch Communications, LLC DBA BirchComm, LLC.*

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Birch Communications, Inc.  
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**SECTION 4 – BASIC BUSINESS SERVICES, (CONT'D)**

**4.2 Exchange Access Line Service**

**4.2.3 BirchNet<sup>SM</sup> Value Line (1) (2)**

The BirchNet<sup>SM</sup> Value Line is a stand alone, flat business line.

(A) Charges

1. Monthly Recurring Charges

Monthly Rates:

<u>Location:</u>	<u>36-Month Term:</u>	<u>24-Month Term:</u>	<u>12-Month Term:</u>	
Zone 1	\$47.95 (I)	\$47.95 (I)	\$50.95 (I)	(C)
Zone 2	\$51.95 (I)	\$51.95 (I)	\$51.95 (I)	
Zone 3	\$50.95 (I)	\$50.95 (I)	\$53.95 (I)	
Zone 4	\$56.95 (I)	\$56.95 (I)	\$59.95 (I)	(C)

1. Non- Recurring Charges are located in Section
2. Birch<sup>SM</sup> Long Distance Rates for BirchNet<sup>SM</sup> Value Line: (3)

<u>Birch<sup>SM</sup> Long Distance</u>	<u>Rate per minute</u>
All Long Distance Minutes	\$0.069

Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas, American Samoa). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

(B) Optional Calling Features

Features are available on a Usage Sensitive Basis. The Customer will be billed the Per Feature Activation Charge each time the feature is used by the Customer. See Section 9.2 of this tariff for feature availability and rates.

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**SECTION 4 – BASIC BUSINESS SERVICES, (CONT'D)**

**4.2 Exchange Access Line Service, (Cont'd)**

**4.2.3 BirchNet<sup>SM</sup> Value Line, (Cont'd)**

(C) BirchNet<sup>SM</sup> Value Line - Feature List (4)

Calling features may be added to the BirchNet Value Line. See Section 9.1 of this tariff for available features and rates.

(T)  
(T)

(M)



(M)

(D) Footnotes for BirchNet<sup>SM</sup> Value Line:

- (1) BirchNet<sup>SM</sup> Value Line is available to business and residential customers. See Section 5.2.3 of this tariff for residential service description rates. All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula:  
\$100 x Months Remaining (Per Location).

The termination fee will apply per Location disconnecting before the completion of the term agreement.

Some material previously found on this page can now be found on 1<sup>st</sup> Revised Page 75.

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*Tariff page revised April 13, 2018 to reflect Company name change from Birch Communications, Inc. to Birch Communications, LLC DBA BirchComm, LLC.*

Issue Date: April 21, 2017

Effective Date: April 27, 2017

Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
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**4.2.3 BirchNet<sup>SM</sup> Value Line, (Cont'd)**

**(D) Footnotes for BirchNet<sup>SM</sup> Value Line: (Cont'd)**

(2) Product may not be available in all CLLIs.

(3) Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 50 US States and US territories (Puerto Rico, Guam, USVI, No. Marianas, American Samoa). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

Customer may choose to use another carrier for their long distance purposes; however, declining the Birch<sup>SM</sup> long distance will not reduce the package monthly rate.

(4) The availability of certain features depends on ILEC feature availability.

(5) Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet<sup>SM</sup> Value Line.

**4.2.3 BirchNet<sup>SM</sup> Value Line, (Cont'd)**

**(D) Footnotes for BirchNet<sup>SM</sup> Value Line: (Cont'd)**

- (6) Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

**SECTION 5 – BASIC RESIDENTIAL SERVICES**

**5.1**

**Residential Regional  
 Toll Services**

**5.1.1 Switched Inbound and Outbound Rate** \$0.099 per minute

Switched Inbound and Outbound service provides the customer with the opportunity to receive toll free inbound and direct dial outbound service. All calls are routed over the switched access facilities of the Customer. All calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds.

**5.1.2 Billing Increment**

<u>Service Type</u>	<u>Billing Increments</u>	<u>Billing Minimum</u>
Regional toll	6-seconds	30-seconds

**5.1.3 Residential Switching Rate**

Applicable to Customers switching from the Company's local or long distance service to another service provider.

Switching Charge (per line) \$10.00 per occurrence

**5.1.5 Toll Free Service**

Monthly Recurring Charge per Number: \$5.00

**5.1.6 Stand Alone Long Distance**

Monthly Billing Requirement per Customer: \$4.95  
 Monthly Recurring Charge per Number: \$1.95

(N)  
 |  
 (N)

*Tariff page revised April 13, 2018 to reflect Company name change from Birch Communications, Inc. to Birch Communications, LLC DBA BirchComm, LLC.*

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## 5.2 Exchange Access Line Service

### 5.2.1 Basic Exchange Service

Basic Exchange Service is a telecommunications service provided to individual line residence Customers within a specified geographical area for the purpose of local calling on either a flat rate or Message basis, and to gain access to and from the telecommunications network for message telecommunication service.

Basic Exchange service is comprised of two elements, Exchange Access Line and Station Set.

**Exchange Access Line** - Exchange access lines are facilities that consist of all of the Company's central office equipment and outside plant that are required to connect the Customer's serving wire central office with the Customer's premises and includes a Company-provided protector and may also include a Company-provided Network Interface. These facilities provide access to and from the telecommunications network for message telecommunication service and for local calling use. These facilities are for the use of the Customer as designated by the rates schedules contained herein.

**Station Set** - This consists of a Customer-provided instrument which can be connected to a Company-provided or Customer-provided jack at locations inside the Customer's premises on the station side of the Network Interface by means of a plug, adapter or direct wiring.



**5.2.2 Basic Exchange Service Rates**

**(D) Flat Rate Service (1)**

Residential Flat Rate Line includes a dial tone and unlimited local calling.

<b>Flat Rate</b>	<b>Monthly Fee</b>
<b>Rate Group A</b> (0 - 40,000 access lines)	\$6.08
per additional line	\$5.63
<b>Rate Group B</b> (40,001 - 115,000 access lines)	\$8.71
per additional line	\$6.26
<b>Rate Group C</b> (115, 1 - 300,000 access lines)	\$9.16
per additional line	\$6.71
<b>Rate Group D</b> (300,001 - 600,000 access lines)	\$9.37
per additional line	\$6.92

**(B) Message Rate Service (1)**

<b>Flat Rate</b>	<b>Monthly Fee</b>
<b>Rate Group A</b> (0 - 40,000 access lines)	\$4.90
per additional line < 5 lines per account	N/A
per additional line > 5 lines per account	N/A
<b>Rate Group B</b> (40,001 - 115,000 access lines)	\$5.39
per additional line < 5 lines per account	N/A
per additional line > 5 lines per account	N/A
<b>Rate Group C</b> (115, 1 - 300,000 access lines)	\$5.75
per additional line < 5 lines per account	N/A
per additional line > 5 lines per account	N/A
<b>Rate Group D</b> (300,001 - 600,000 access lines)	\$5.92
per additional line < 5 lines per account	N/A
per additional line > 5 lines per account	N/A

(1) Effective November 1, 2009, this service is grandfathered and no longer available to customers.

(N)

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**SECTION 5 – BASIC RESIDENTIAL SERVICES, (CONT'D)**

**5.2 Exchange Access Line Service, (Cont'd)**

**5.2.3 BirchNet<sup>SM</sup> Value Line**

BirchNet<sup>SM</sup> Value Line is a stand alone, flat residential line.

(A) Charges

All zones, all terms, per month: \$63.95 (I)

1. Non- Recurring Charges are located in Section
2. Birch<sup>SM</sup> Long Distance Rates for BirchNet<sup>SM</sup> Value Line:

<u>Birch<sup>SM</sup> Long Distance</u>	<u>Rate per minute</u>
All Long Distance Minutes	\$0.069

Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas, American Samoa). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

(B) Optional Calling Features

Features are offered on a Usage Sensitive Basis. The Customer will be billed the Per Feature Activation Charge each time the feature is used by the Customer. See Section 9.2 of this tariff for feature availability and rates.

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**SECTION 5 – BASIC RESIDENTIAL SERVICES, (CONT'D)**

(N)

**5.2 Exchange Access Line Service, (Cont'd)**

**5.2.3 BirchNet<sup>SM</sup> Value Line, (Cont'd)**

(C) BirchNet<sup>SM</sup> Value Line - Feature List

Calling features may be added to the BirchNet Value Line. See Section 9.1 for available features and rates.

(D) Footnotes for BirchNet<sup>SM</sup> Value Line:

- (1) BirchNet<sup>SM</sup> Value Line is available to residential customers. All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula:  
\$100 x Months Remaining (Per Location).

The termination fee will apply per Location disconnecting before the completion of the term agreement.

(N)

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**SECTION 5 – BASIC RESIDENTIAL SERVICES, (CONT'D)**

(N)

**5.2 Exchange Access Line Service, (Cont'd)**

**5.2.3 BirchNet<sup>SM</sup> Value Line, (Cont'd)**

(D) Footnotes for BirchNet<sup>SM</sup> Value Line, (Cont'd):

- (2) Product may not be available in all CLLIs.
- (3) Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 50 US States and US territories (Puerto Rico, Guam, USVI, No. Marianas, American Samoa). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

Customer may choose to use another carrier for their long distance purposes; however, declining the Birch<sup>SM</sup> long distance will not reduce the package monthly rate.

- (4) The availability of certain features depends on ILEC feature availability.
- (5) Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet<sup>SM</sup> Value Line.

(N)

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**SECTION 5 – BASIC RESIDENTIAL SERVICES, (CONT'D)**

(N)

**5.2 Exchange Access Line Service, (Cont'd)**

**5.2.3 BirchNet<sup>SM</sup> Value Line, (Cont'd)**

(D) Footnotes for BirchNet<sup>SM</sup> Value Line, (Cont'd):

- (6) Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

(N)





**6.1.3 Residential Enhanced Package (1)**

**(A) Plan One**

The Company's Residential Enhanced Plan One ("RE1") package offers Customers a single line with unlimited local usage, a monthly allotment 60 minutes of combined intraLATA/interLATA usage, and all of the features identified in Section 9.1.1 for the following rate:

Monthly Rate                      \$26.95 (All Zones)

Customers may not carry over any unused portion of the monthly intraLATA/interLATA usage allotment to subsequent months, nor are Customers entitled to a refund or credit for the same. For usage in excess of the monthly allotment, the following rates apply:

	Initial 30 Seconds or <u>Fraction</u>	Each Add'l 6 Seconds or <u>Fraction</u>
IntraLATA Calls	\$0.035	\$0.007
InterLATA Calls	\$0.035	\$0.007

RE1 is intended strictly for voice-grade communications only. Where the Company determines that a Customer is using RE1 for non-voice communications, the Customer will be converted to the Company's Residential Enhanced Plan Two package.

(1) Effective November 1, 2009, this service is grandfathered and no longer available to customers.

(N)

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

**6.1 Residential Service Packages, (Cont'd)**

**6.1.5 Birch Home Connection<sup>SM</sup>**

**(T)**

(A) Service Description

Birch Home Connection<sup>SM</sup> includes a Residential Line with Caller ID Deluxe and Call Waiting features at no extra cost. Calls within the standard flat rate local calling area are unlimited. Calls made outside of the local calling area will be billed at \$0.06 per minute. Calls to the US Virgin Islands, Puerto Rico, Hawaii, Alaska, and Canada do not qualify under this plan and are provided and billed pursuant to other Company tariffs or their terms of service.

A one-year term plan is required. Customers cancelling or otherwise disconnecting service prior to completion of any successive term will be assessed a term penalty of \$50 times the remaining months of the term.

All taxes, surcharges and regulatory fees are billed separately, including, but not limited to, federal, state and local taxes, Universal Service fees, Telecommunications Relay Service fees and 911 fees.

(B) Birch Home Connection<sup>SM</sup> - Feature List

Any of the following calling features may be added. The following rates apply only when these calling features are added to the Birch Home Connection<sup>SM</sup> Line.

<u>Home Connection Feature List</u>	<u>Monthly Rate</u>
Anonymous Call Rejection	\$3.00
Call Block	\$4.50
Call Forwarding Busy Line (10)	\$2.00
Call Forwarding No Answer (10)	\$2.00
Call Return	\$5.00
Call Selector	\$4.00
Call Tracing	\$1.00
Distinctive Ringing Service	\$4.50
Preferred Call Forwarding	\$4.00
Remote Access – Call Forwarding Variable	\$4.00
Repeat Dialing	\$4.00
Speed Calling	\$4.00
Three-Way Calling	\$4.00

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

**6.1 Residential Service Packages, (Cont'd)**

**6.1.5 Birch Home Connection<sup>SM</sup>, (Cont'd)**

**(T)**

(C) Charges

A. Monthly Recurring Charges

Monthly Rate \$53.95 (All Zones)

B. Non- Recurring Charges are located in Section 7.

**6.1.6 Birch Home Essentials<sup>SM</sup> (1)**

**(T)**

(A) Product Description

Birch Home Essentials<sup>SM</sup> includes a Residential Line and an unlimited choice of the features, as listed in section 6.1.6 above.

Calls within the standard flat rate local calling area are unlimited. Unlimited intraLATA long distance calling is included in the monthly recurring charge. 1,500 minutes of interLATA long distance calling to locations within the contiguous United States is included in the monthly recurring charge. Overage interLATA usage will be billed at \$.06 cents per minute. Calls to the US Virgin Islands, Puerto Rico, Hawaii, Alaska, other US Territories and Canada do not qualify under the free usage provisions of this plan.

A one-year term plan is required. Customers cancelling or otherwise disconnecting service prior to completion of any successive term will be assessed a term penalty of \$50 times the remaining months of the term.

All taxes surcharges and regulatory fees are billed separately, including, but not be limited to, federal, state and local taxes, Universal Service fees, Telecommunications Relay Service fees and 911 fees.

(B) Charges

Monthly Recurring Charges

Monthly Rate \$56.95 (All Zones)

Non-Recurring Charges are located in Section 7.

(1) All customers sold prior to April 7, 2010 will continue to receive 2,500 free minutes of LD, but the offer will be grandfathered on this date and no longer offered on new lines and/or new customers. The new offering will be 1,500 free minutes of outbound long distance, and the product will be called Home Essentials 1500.

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

**6.1 Residential Service Packages, (Cont'd)**

**6.1.7 BirchNet<sup>SM</sup> Basic Line**

(A) BirchNet<sup>SM</sup> Basic Line is equipped with:

Basic Residential Line (1)  
Unlimited Local, Intra-LATA Long Distance  
Caller ID – Name and Number (2) (6)  
Call Waiting (2)  
Hunting

(B) Rates and Charges

1. All zones, all terms, per month: \$63.95 (I)
2. Non- Recurring Charges are located in Section 7.
3. Birch<sup>SM</sup> Long Distance Rates for BirchNet<sup>SM</sup> Basic Line: (5)

<u>Birch<sup>SM</sup> Long Distance</u>	<u>Rate per minute</u>
All Long Distance Minutes	\$0.049

Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas, American Samoa). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

(N)

**6.1 Residential Service Packages, (Cont'd)**

**6.1.7 BirchNet<sup>SM</sup> Basic Line, (Cont'd)**

(C) Additional calling features may be added to the BirchNet<sup>SM</sup> Basic Line. See Section 9.1 for available features and rates.

(D) Optional Calling Features

Features are offered on a Usage Sensitive Basis. The Customer will be billed the Per Feature Activation Charge each time the feature is used by the Customer. See Section 9.2 of this tariff for available features and rates.

(N)

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

(N)

**6.1 Residential Service Packages, (Cont'd)**

**6.1.7 BirchNet<sup>SM</sup> Basic Line, (Cont'd)**

(E) Footnotes for BirchNet<sup>SM</sup> Basic Line:

1. BirchNet<sup>SM</sup> Basic Line is available to residential customers. All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula:  
\$100 x Months Remaining (Per Location)

The termination fee will apply per Location disconnecting before the completion of the term agreement.

This rate is inclusive of the Cancel Call Waiting option where available.

2. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet<sup>SM</sup> Basic Line bundle, standard rates located in section 6.2.4(C) above will apply.
3. The availability of certain features is dependent on ILEC feature availability.
4. Product may not be available in all CLLIs.
5. Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 50 US States and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

Customer may choose to use another carrier for their long distance purposes; however, declining Birch<sup>SM</sup> Long Distance will not reduce the package monthly rate.

(N)

**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

(N)

**6.1 Residential Service Packages, (Cont'd)**

**6.1.7 BirchNet<sup>SM</sup> Basic Line, (Cont'd)**

(E) Footnotes for BirchNet<sup>SM</sup> Basic Line, (Cont'd):

6. Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

7. Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet<sup>SM</sup> Basic Line.

(N)



**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

**6.1 Residential Service Packages, (Cont'd)**

**6.1.8 BirchNet<sup>SM</sup> Essentials**

(A) BirchNet Essentials<sup>SM</sup> is equipped with:

- Basic Residential Line (1) (5)
- Unlimited Features (2) (3)
- Hunting
- Unlimited Local Intra-LATA Long Distance
- 200 Minutes of Domestic Inter-LATA Long Distance (4)

(B) Rates and Charges

1. Monthly Recurring Charges

<u>Location:</u>	<u>36-Month Term:</u>	<u>24-Month Term:</u>	<u>12-Month Term:</u>
Zone 1	\$52.95 (I)	\$52.95 (I)	\$52.95 (I)
Zone 2	\$55.95 (I)	\$55.95 (I)	\$55.95 (I)
Zone 3	\$62.95 (I)	\$62.95 (I)	\$62.95 (I)

2. Non- Recurring Charges are located in Section 7.

3. 200 Minute Long Distance Calling Block for BirchNet Essentials<sup>SM</sup>:

<u>Block of Time per Month</u>	<u>Usage Rate per Minute</u>
200 Minutes of Domestic Long Distance	Included in bundle
Additional Minutes	\$.049

Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas, American Samoa). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

(C) BirchNet Essentials<sup>SM</sup> Inclusive Feature List:

- Anonymous Call Rejection
- Call Block
- Call Forwarding Busy Line
- Call Forwarding No Answer
- Call Return
- Call Selector
- Call Tracing
- Call Waiting
- Caller ID – Name and Number
- Distinctive Ringing Service
- Preferred Call Forwarding
- Remote Access – Call Forwarding Variable
- Repeat Dialing
- Speed Calling
- Three-Way Calling

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

**6.1 Residential Service Packages, (Cont'd)**

**6.1.8 BirchNet<sup>SM</sup> Essentials, (Cont'd)**

(N)

(D) Optional Calling Features

Features are offered on a Usage Sensitive Basis. The Customer will be billed the Per Feature Activation Charge each time the feature is used by the Customer. See Section 9.2 of this tariff for available features and rates.

(E) Footnotes

1. BirchNet Essentials<sup>SM</sup> is available to residential and business customers. See Section 6.2.5 for the business service and rates.

All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula:  
\$100 x Months Remaining (Per Location)

The termination fee will apply per Location disconnecting before the completion of the term agreement.

2. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate.
3. The availability of certain features depends on ILEC feature availability.

(N)

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

(N)

**6.1 Residential Service Packages, (Cont'd)**

**6.1.8 BirchNet<sup>SM</sup> Essentials, (Cont'd)**

(E) Footnotes, (Cont'd)

4. Long Distance Block of Time allotment applies to all domestic 1+ direct dialed minutes of use.

Free Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 48 contiguous US States, and does not apply to calls to HI, AK, or US territories (Puerto Rico, Guam, USVI, No. Marianas). Standard rates will apply for any overage beyond any inclusive block of minutes, and all calls made to AK, HI, and U.S. territories (Puerto Rico, Guam, USVI, and No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

Customer may choose to use another carrier for their long distance purposes; however, declining Birch<sup>SM</sup> Long Distance will not reduce the package monthly rate.

(N)

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

**6.1 Residential Service Packages, (Cont'd)**

**6.1.9 BirchNet<sup>SM</sup> Basic Plus**

(A) BirchNet<sup>SM</sup> Basic Plus is equipped with:

Dial tone Line  
Unlimited Local and Intra-LATA Long Distance  
Anonymous Call Rejection, per line  
Call Forwarding Busy Line  
Call Forwarding Don't Answer  
Call Return  
Call Return Blocking  
Call Selector  
Call Tracing  
Call Waiting  
Caller ID Blocking  
Caller ID Deluxe  
Calling number delivery blocking, per line  
Collect Call Blocking  
Distinctive Ringing Service  
Call Waiting Deluxe  
International Blocking  
Remote Access – Call Forwarding Variable  
Repeat Dialing  
Repeat Dialing Blocking  
Speed Calling  
Third Party Blocking  
Three-Way Calling  
900/976 Blocking

(B) Rates and Charges

All zones, all terms, per month: \$63.95 (I)

1. Non-recurring charges are located in Section 7.
2. BirchNet<sup>SM</sup> Long Distance for BirchNet<sup>SM</sup> Basic Plus

**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

(N)

**6.1 Residential Service Packages, (Cont'd)**

**6.1.9 BirchNet<sup>SM</sup> Basic Plus, (Cont'd)**

(B) Rates and Charges, (Cont'd)

	Rate Per Minute
All Long Distance Minutes	\$0.069

Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas, American Samoa). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls

(C) Footnotes

1. BirchNet Basic Plus applies to business and residential customers. See Section 6.2.5 for business services rates.

All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula: \$50 x Months Remaining (Per Location)

The early termination fee will apply per location on the original term agreement or any subsequent renewal of the term agreement.

2. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet Basic Plus bundle, standard rates located in Section 9.1 of this tariff will apply.

3. The availability of certain features is dependent on ILEC feature availability.

4. Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

Customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

(N)

**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

(N)

**6.1 Residential Service Packages, (Cont'd)**

**6.1.9 BirchNet<sup>SM</sup> Basic Plus, (Cont'd)**

(C) Footnotes, (Cont'd)

5. An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Basic Plus. There is a maximum of 3 extensions per voicemail box. Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Basic Plus.
6. Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

(N)

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

(N)

**6.2 Residential Service Packages, (Cont'd)**

**6.1.9 BirchNet<sup>SM</sup> Basic Plus, (Cont'd)**

(C) Footnotes, (Cont'd)

7. Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Basic Plus.
8. All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service.
9. Effective upon expiration of the initial or any subsequent term, the contract discount will expire.

(N)

## 6.2 Business Service Packages

### 6.2.1 Business Basic Package (1)

The Company's Business Basic Package ("BBP") offers Customers a single line and the ability to design a feature package to meet their individual needs for the following rate:

Monthly Rate	\$12.95 (All Zones)
--------------	------------------------

For local usage, the following rates apply:

Per Minute Local Rate	\$0.019
-----------------------	---------

Customers subscribing to the BBP may subscribe to all of the features identified in Sections 5.1.1 on a rate per feature basis, or for a single additional package rate as follows:

	<u>Additional Features</u>
Per additional feature	\$4.00
For unlimited number of features	\$14.95

Customers subscribing to the BBP receive the following long distance usage rates:

	<u>Initial 30 Seconds or Fraction</u>	<u>Each Add'l 6 Seconds or Fraction</u>
IntraLATA Calls	\$0.035	\$0.007
InterLATA Calls	\$0.035	\$0.007

(1) Effective November 1, 2009, this service is grandfathered and no longer available to customers.

(N)

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*Tariff page revised April 13, 2018 to reflect Company name change from Birch Communications, Inc. to Birch Communications, LLC DBA BirchComm, LLC.*

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**6.2.2 Business Enhanced Package (1)**

The Company's Business Enhanced Package ("BEP") offers Customers a single line with unlimited local usage, and a choice of two of the features identified in Section 5.1.1 for the following monthly rate:

Monthly Rate	Zone 1	\$26.95
	Zone 2, 3	\$29.95

Customers subscribing to the BEP receive the following long distance usage rates:

	Initial 30 Seconds <u>or</u> <u>Fraction</u>	Each Add'l 6 Seconds <u>or</u> <u>Fraction</u>
IntraLATA Calls	\$0.035	\$0.007
InterLATA Calls	\$0.035	\$0.007

Customers subscribing to the BEP may subscribe to additional features beyond the two included in the package rate on a rate per feature basis, or for a single additional package rate as follows:

	<u>Additional Features</u>
Per additional feature	\$4.00
For unlimited number of features	\$14.95

(1) Effective November 1, 2009, this service is grandfathered and no longer available to customers.

(N)

**6.2.3 Business Unlimited Package (1)**

**(A) Plan One**

The Company's Business Unlimited Plan One ("BU1") package offers Customers a single line, unlimited local usage, unlimited intraLATA/interLATA usage, and all of the feature identified in Section 5.1.1 for the following monthly rate:

Monthly Rate \$46.95 (All Zones)

BU1 is intended strictly for voice-grade communications only. Where the Company determines that a Customer is using BU1 for non-voice communications, the Customer will be converted to the Company's Business Unlimited Plan Two.

**(B) Plan Two**

The Company's Business Unlimited Plan Two ("BU2") package offers Customers a single line with a monthly allotment of 4,000 minutes of local usage, a monthly allotment of 2,000 minutes of combined intraLATA/interLATA usage, and all of the features identified in Section 5.10 for the following monthly rate:

Monthly Rate \$46.95 (All Zones)

Customers may not carry over any unused portion of the monthly local or intraLATA/interLATA usage allotments to subsequent months, nor are Customers entitled to a refund or credit for the same. For usage in excess of the monthly allotments, the following rates apply:

Per Minute Local Rate	\$0.019	
	<u>Initial 30</u>	<u>Each Add'l 6</u>
	<u>Seconds or</u>	<u>Seconds or</u>
	<u>Fraction</u>	<u>Fraction</u>
IntraLATA Calls	\$0.035	\$0.007
InterLATA Calls	\$0.035	\$0.007

(1) Effective November 1, 2009, this service is grandfathered and no longer available to customers.

(N)

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

**6.2 Business Service Packages, (Cont'd)**

**6.2.4 BirchNet<sup>SM</sup> Basic Line**

(A) BirchNet<sup>SM</sup> Basic Line is equipped with:

Basic Business Line (1)  
Unlimited Local, Intra-LATA Long Distance  
Caller ID – Name and Number (2) (6)  
Call Waiting (2)  
Hunting

(B) Rates and Charges

1. Monthly Recurring Charges

<u>Location:</u>	<u>36-Month Term:</u>	<u>24-Month Term:</u>	<u>12-Month Term:</u>
Zone 1	\$48.95 (I)	\$48.95 (I)	\$51.95 (I)
Zone 2	\$53.95 (I)	\$53.95 (I)	\$53.95 (I)
Zone 3	\$51.95 (I)	\$51.95 (I)	\$54.95 (I)
Zone 4	\$57.95 (I)	\$57.95 (I)	\$60.95 (I)

2. Non- Recurring Charges are located in Section 7.

3. Birch<sup>SM</sup> Long Distance Rates for BirchNet<sup>SM</sup> Basic Line: (5)

<u>Birch<sup>SM</sup> Long Distance</u>	<u>Rate per minute</u>
All Long Distance Minutes	\$0.049

Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas, American Samoa). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

**6.2 Business Service Packages, (Cont'd)**

**6.2.4 BirchNet<sup>SM</sup> Basic Line, (Cont'd)**

(C) Additional BirchNet<sup>SM</sup> Basic Line Feature List may be added to the BirchNet<sup>SM</sup> Basic Line. See Section 9.1 of this tariff for features and rates. (T)  
(T)

(M)

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(M)

(D) Optional Calling Features

Features are offered on a Usage Sensitive Basis. The Customer will be billed the Per Feature Activation Charge each time the feature is used by the Customer. See Section 9.2 for features and rates. (T)  
(T)

(M)

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(M)

Some material previously found on this page is now found on 1<sup>st</sup> Revised Page 75.

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

**6.2 Business Service Packages, (Cont'd)**

**6.2.4 BirchNet<sup>SM</sup> Basic Line, (Cont'd)**

(E) Footnotes for BirchNet<sup>SM</sup> Basic Line:

1. BirchNet<sup>SM</sup> Basic Line is available to business and residential customers. See Section 6.1.6 for the residential service and rates. All customers will be required to sign a 12, 24 or 36 month term agreement. (T)  
(T)

Early Termination Fees are calculated using the following formula:  
\$100 x Months Remaining (Per Location)

The termination fee will apply per Location disconnecting before the completion of the term agreement.

This rate is inclusive of the Cancel Call Waiting option where available.

2. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet<sup>SM</sup> Basic Line bundle, standard rates located in section 6.2.4(C) above will apply.
3. The availability of certain features is dependent on ILEC feature availability.
4. Product may not be available in all CLLIs.
5. Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 50 US States and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

Customer may choose to use another carrier for their long distance purposes; however, declining Birch<sup>SM</sup> Long Distance will not reduce the package monthly rate.

**6.2.4 BirchNet<sup>SM</sup> Basic Line, (Cont'd)**

(E) Footnotes for BirchNet<sup>SM</sup> Basic Line: (Cont'd)

6. Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

7. Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet<sup>SM</sup> Basic Line.

**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

**6.2 Business Service Packages, (Cont'd)**

**6.2.5 BirchNet Essentials<sup>SM</sup>**

(A) BirchNet Essentials<sup>SM</sup> is equipped with:

- Basic Business Line (1) (5)
- Unlimited Features (2) (3)
- Hunting
- Unlimited Local Intra-LATA Long Distance
- 200 Minutes of Domestic Inter-LATA Long Distance (4)

(B) Rates and Charges

1. Monthly Recurring Charges

<u>Location:</u>	<u>Monthly Rates:</u>		
	<u>36-Month Term:</u>	<u>24-Month Term:</u>	<u>12-Month Term:</u>
Zone 1	\$49.95 (I)	\$49.95 (I)	\$52.95 (I)
Zone 2	\$52.95 (I)	\$52.95 (I)	\$55.95 (I)
Zone 3	\$56.95 (I)	\$56.95 (I)	\$56.95 (I)
Zone 4	\$59.95 (I)	\$59.95 (I)	\$62.95 (I)

- 2. Non- Recurring Charges are located in Section 7.
- 3. 200 Minute Long Distance Calling Block for BirchNet Essentials<sup>SM</sup>:

<u>Block of Time per Month</u>	<u>Usage Rate per Minute</u>
200 Minutes of Domestic Long Distance	Included in bundle
Additional Minutes	\$.049

Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas, American Samoa). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

**6.2 Business Service Packages, (Cont'd)**

(M)

**6.2.5 BirchNet Essentials<sup>SM</sup>, (Cont'd)**

(C) BirchNet Essentials<sup>SM</sup> Inclusive Feature List:

Anonymous Call Rejection	Caller ID – Name and Number
Call Block	Distinctive Ringing Service
Call Forwarding Busy Line	Preferred Call Forwarding
Call Forwarding No Answer	Remote Access – Call Forwarding Variable
Call Return	Repeat Dialing
Call Selector	Speed Calling
Call Tracing	Three-Way Calling
Call Waiting	

(M)

Material appearing on this page originally appeared on 1<sup>st</sup> Revised Page 64.

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

**6.2 Business Service Packages, (Cont'd)**

**6.2.5 BirchNet Essentials<sup>SM</sup>, (Cont'd)**

(D) Optional Calling Features

These features are offered on a Usage Sensitive Basis. The Customer will be billed the Per Feature Activation Charge each time the feature is used by the Customer. See Section 9.2 of this tariff for available features and rates.

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(E) Footnotes

4. BirchNet Essentials<sup>SM</sup> is available to business and residential customers. See Section 6.1.7 of this tariff for the residential service and rates.

(T)  
(T)

All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula:  
\$100 x Months Remaining (Per Location)

The termination fee will apply per Location disconnecting before the completion of the term agreement.

5. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate.
6. The availability of certain features depends on ILEC feature availability.

Some material previously found on this page is now found on 1<sup>st</sup> Revised Page 75.

**6.2.5 BirchNet Essentials<sup>SM</sup> (Cont'd)**

1. Footnotes, (Cont'd)

7. Long Distance Block of Time allotment applies to all domestic 1+ direct dialed minutes of use.

Free Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 48 contiguous US States, and does not apply to calls to HI, AK, or US territories (Puerto Rico, Guam, USVI, No. Marianas). Standard rates will apply for any overage beyond any inclusive block of minutes, and all calls made to AK, HI, and U.S. territories (Puerto Rico, Guam, USVI, and No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

Customer may choose to use another carrier for their long distance purposes; however, declining Birch<sup>SM</sup> Long Distance will not reduce the package monthly rate.

8. BirchNet Essentials<sup>SM</sup> will only be available to Birch<sup>SM</sup> Business Local Service Customer locations in which the Customer subscribes to no greater than 10 lines for domestic local toll and interLATA toll outbound calls from the business location. Customers are required to convert all of their off-net business lines, (restrictions listed below), per location, to BirchNet Essentials<sup>SM</sup> in order to qualify for this service. Multi-location customers may choose the service per location. The Company may cancel this service if all lines at location do not have this product.

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

**6.2 Business Service Packages, (Cont'd)**

**6.2.6 BirchNet<sup>SM</sup> Basic Plus**

(A) BirchNet Basic Plus is equipped with:

Dial tone Line  
Unlimited Local and Intra-LATA Long Distance  
Anonymous Call Rejection, per line  
Call Block  
Call Forwarding  
Call Forwarding Busy Line  
Call Forwarding Don't Answer  
Call Return  
Call Selector  
Call Tracing  
Call Waiting  
Caller ID  
Caller ID Deluxe  
Calling number delivery blocking, per line  
Distinctive Ringing Service  
Enhanced Caller ID  
Hunting  
Preferred Call Forwarding  
Remote Access – Call Forwarding Variable  
Repeat Dialing  
Selective Class of Call Screening  
Speed Calling  
Three-Way Calling

(B) Rates and Charges

<u>Location:</u>	<u>Monthly Rates:</u>		
	<u>36-Month Term:</u>	<u>24-Month Term:</u>	<u>12-Month Term:</u>
Zone 1	\$48.95 (I)	\$48.95 (I)	\$51.95 (I)
Zone 2	\$53.95 (I)	\$53.95 (I)	\$53.95 (I)
Zone 3	\$51.95 (I)	\$51.95 (I)	\$54.95 (I)
Zone 4	\$57.95 (I)	\$57.95 (I)	\$60.95 (I)

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

(N)

**6.2 Business Service Packages, (Cont'd)**

**6.2.6 BirchNet<sup>SM</sup> Basic Plus, (Cont'd)**

(B) Rates and Charges, (Cont'd)

1. Non-recurring charges are located in Section 7.
2. BirchNet<sup>SM</sup> Long Distance for BirchNet<sup>SM</sup> Basic Plus

	Rate Per Minute
All Long Distance Minutes	\$0.069

Long distance is only applicable to standard outbound domestic long distance only, originating from a Customer of the Company to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas, American Samoa). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls

(C) Footnotes

1. BirchNet Basic Plus applies to business and residential customers. See Section 6.1.9 of this tariff for residential service with rates.

All customers will be required to sign a 12, 24 or 36 month term agreement.

Early Termination Fees are calculated using the following formula: \$50 x Months Remaining (Per Location)

The early termination fee will apply per location on the original term agreement or any subsequent renewal of the term agreement.

2. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the BirchNet Basic Plus bundle, standard rates located in Section 9.1 of this tariff will apply.

3. The availability of certain features is dependent on ILEC feature availability.

(N)

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

(N)

**6.2 Business Service Packages, (Cont'd)**

**6.2.6 BirchNet<sup>SM</sup> Basic Plus, (Cont'd)**

(C) Footnotes, (Cont'd)

4. Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

Customer may choose to use another carrier for their long distance purposes; however, declining the Birch long distance will not reduce the package monthly rate.

5. An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Basic Plus. There is a maximum of 3 extensions per voicemail box. Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Basic Plus.

6. Caller ID with Name and Number—Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

(N)

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**SECTION 6 – PACKAGED SERVICES, (CONT'D)**

(N)

**6.2 Business Service Packages, (Cont'd)**

**6.2.6 BirchNet<sup>SM</sup> Basic Plus, (Cont'd)**

(C) Footnotes, (Cont'd)

7. Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their BirchNet Basic Plus.
8. All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service.
9. Effective upon expiration of the initial or any subsequent term, the contract discount will expire.

(N)

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**SECTION 7 – SERVICE, INSTALLATION & INSIDE WIRE MAINTENANCE CHARGES**

**7.1 Service Order Charges**

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

<u>Charge</u>	<u>Price</u>	
Feature Add or Change	\$10.00 per Order	
Basic Service Change	\$10.00 per Order	
Establishing or Re-arranging Hunting	\$10.00 per Order	
Directory Listing Change	\$10.00 per Order	
Invoice Change	\$60.00 per Order	(I)
Transfer of Service	\$60.00 per Order	(I)
TN Change	\$25.00 per Order	
Line Signaling Change	\$25.00 per Order	
Vanity Number Search	\$25.00 per Order	
Establishing Dual Service	\$60.00 per Order	(I)
Restoral of Denied/Suspended Service	\$25.00 per Line	
Expedite Service Charge (LWC/UNE)	\$60.00 per Order	(I)

**7.2 Installation Charges**

In the event a customer installs brand new service requiring a Company technician to visit the site, the following installation charges will apply:

<u>Description</u>	<u>Non-Recurring Charge</u>	
		(D)
		(D)
		(D)
Line Installation incl. jack/ wiring	\$165.00 1 <sup>st</sup> hour	(N)
Line Installation incl. jack/wiring	\$60 ea. add'l ½ hour	(N)

If the service is brand new, but does not require a Company technician, the following charge will apply per line:

<u>Description</u>	<u>Non-Recurring Charge</u>
Line Installation w/ no jack or wiring	\$ 65.00

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### 7.3 Maintenance Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

<u>Description</u>	<u>Non-Recurring Charges</u>	
Premise Work Charge (no trouble found)	\$139.00	(I)
Initial Hour (time & materials)	\$165.00	
Trouble Determination (per request)	\$100.00	
Each Additional 30 minute increment	\$ 60.00	(C)
Initial Jack & Wiring (existing customer)	\$130.00	
Each Additional Jack & Wiring (existing customer)	\$ 65.00	
After Hours (time & materials, in addition to standard)	\$100.00	

### 7.4 Inside Wire Maintenance Plan

An Optional Wire Maintenance plan is available at \$5.50 per month per number to repair inside telephone wire problems. It provides repair and replacement of inside wire rendered defective by reason of ordinary wear and tear. It also covers isolation charges as well as ILEC trip charges required for trouble isolation. The modular mounting cord on your phone equipment to your jack or connecting block associated with inside wire will be replaced when it is determined the trouble is in the modular mounting cord.

Does Not Cover:

1. Inside wire rendered defective by reasons of natural casualty requiring substantial reconstruction of the premises.
2. Inside wire rendered defective by gross negligence, willful damage, or vandalism –Inside wire that did not work when the service was ordered or that does not meet the installation practices or technical standards.
3. Inside Wiring not connected to the telephone network –Outside Wiring to a detached structure on the same premises (i.e. aerial or buried wire from your home to a tool shed or barn). The Inside Wiring on the detached structure however is covered.
4. Inside wire is not covered when the owner of the property prevents the Company from accessing it, for example, or the customers' landlord.
5. If the Company determines the issue is with the customer's equipment, we will not cover return trip charge for any additional dispatches (ILEC or the Company).

Restrictions:

All lines at a location are required to take the Maintenance Plan. Customers with phone systems (i.e. key box or PBX) will not be eligible for the inside wire protection plan.

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## SECTION 8 - DIRECTORY SERVICES

### 8.1 Description of Directories

Directories are alphabetically arranged lists of the names of Customers to telephone service or those entitled to use such service. They are assigned solely to assist in rendering telephone service by enabling calling parties to ascertain Customers' telephone numbers.

### 8.2 Provision of Listings

Listings are provided in connection with all classes of Customer exchange service.

### 8.3 Text and Form Listings

#### 8.3.1 Residence Listings

These consist of the surname of an individual and the initials, followed by the address and telephone number, except that given names or suitable abbreviations thereof may be shown instead of initials to the extent necessary for proper identification.

A dual name listing is comprised of a surname, two first names, address and telephone number, titles, middle names, suitable abbreviations and initials may be associated with the first names. This listing may be provided for two persons who share the same surname and reside at the same address or for a person known by two first names.

#### 8.3.2 Business Listings

These consist of the name of an individual, firm corporation, association, institution, or name under which a business is being conducted, followed by a designation denoting business telephone service and the address and telephone number. When the character of the business is already apparent from the form of the corporate or other name, the business designation is unnecessary and is omitted.

When a Customer is engaged in more than one general line of business and the designation of one line of business does not connote the other, more than one business designation may be arranged for in abbreviated form, but only as a part of the one listing.

### **8.3.3 Captioned and Indented Listings**

The captioned form of listings may be provided where:

A Customer requires two or more listings, e.g., the listing of different departments or members of the firm or corporation.

A number of Customers are furnished service at a location which is readily identified by the public by name, such as an airport, freight terminal or shopping center, and additional listings of the Customers are desired under an appropriate caption.

The indented form of a listing may be provided where two listings are required by a Customer and the name of the second listing would be a repetition of the first, such as the Customer's business service and residence service.

### **8.3.4 Limitations**

#### **(A) Commodity Listings**

Listings of commodity names as such are not permitted. A name made up by adding a term such as Company, Agency Shop, Works, Service, etc., to a name of a commodity, service or firm is not accepted unless the Customer is doing business under, or is commonly known to the public by that name.

#### **(B) Copyrighted Names**

Applicants for directory listings comprised of copyrighted names which have been specifically referred to the Company by those persons or concerns controlling the proprietary right therein, may be required to furnish proof of their right to the use of such names before they will be accepted for directory listing purposes.

Directory listings comprised of copyrighted names may be discontinued upon notice to the Company of unauthorized use from the persons or concerns controlling the proprietary rights therein.

#### **(C) Court Restrictions**

Where the right to the use of a name is restricted by action of the courts, its use in the directory by the other authorized persons or concerns is not permitted.

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**SECTION 8 – DIRECTORY SERVICES, (CONT'D)**

**8.3 Text and Form Listings (T)**

**8.3.5 Listings and Rates (T)**

**(A) Primary Listings (T)**

The primary listing is the name of: the individual, firm, corporation, association, or institution which subscribes for the service or which is the joint user, or the name under which a business is conducted by the Customer or joint user, or a second party where service is subscribed for the use of such party by another party.

**(B) Published Listings**

Except as indicated in 12.3.5(A), a primary listing is provided without additional charge for:

Each individual exchange access line other than auxiliary exchange access lines; and each party exchange access line main station set.

For each change of a telephone number made at the Customer's request.

**(C) Non-Published Listings**

When requested, primary listings may be omitted from the directory, subject to additional monthly and nonrecurring charges and the following conditions:

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement. Calls will be connected only when the call is made by telephone number, without exception. The Customer will not be called to determine whether they wish to receive the call, even though it appears that the calling party desires the connection because of an emergency. Directory Assistance will not be available for the general public to locate the Customer's Number. Parties calling Directory Assistance from the number will be told that the Customer does not wish their number to be given out. If a published listing is desired at a later date, there may be a delay in publishing the listing.

**(1) Rates**

<b>Non-Published Listings</b>	<b>Nonrecurring</b>	<b>Monthly</b>
Business Service, each	\$10.00	\$4.75 <b>(I)</b>
Residential Service, each	\$10.00	\$4.75 <b>(I)</b>

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**SECTION 8 – DIRECTORY SERVICES, (CONT'D)**

**8.3 Text and Form Listings, (Cont'd)**

(T)

**8.3.5 Listings and Rates, (Cont'd)**

(T)

(D) Non-Listed Listings

When requested, the Customer's telephone listing may be omitted from the directory, subject to an additional monthly charge and the following conditions:

These numbers are published in Directory Assistance and other audible and electronic listings and will be available to Customers using these services. These numbers will not be published in the directory.

The Company is not responsible for any claims made or liability arising from this arrangement.

Customers whose listings are not published in the white page directory at the Company's option, usually due to short term duration of telephone service, will continue to be published on Directory Assistance and other audible and electronic listings of the Company and will not be charged the Non-Listed Listings rate.

(1) Rates

The following rates and charges apply when Non-Listed Listings are furnished in connection with new service, a change from an existing listing arrangement to a Non-Listed Listing without a telephone number change, a change of telephone number, or a move to a different address.

<b>Non-Listed Service</b>	<b>Nonrecurring</b>	<b>Monthly</b>
Business Service, each	\$10.00	\$1.19
Residential Service, each	\$10.00	\$1.19

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**SECTION 8 – DIRECTORY SERVICES, (CONT'D)**

**8.3 Text and Form Listings, (Cont'd)**

(T)

**8.3.5 Listings and Rates, (Cont'd)**

(T)

(E) Additional Listings

Residence service listings are limited to the names of the Customer and members of the Customer's domestic establishment, and tenants of residence Customers who lease their premises.

Business service listings are limited to the names of members of the firm, officers of the corporation, employees of the company or other persons associated in business with the Company. A business which the company owns, or a firm they represent, provided the company is conducting business under the name and the business end user are in an authorized resale and sharing arrangement, resident guests of Customers to hotel P.B.X service.

Additional listings in connection with joint user service are subject to the same regulations.

(1) Rates

<b>Additional Listings</b>	<b>Nonrecurring</b>	<b>Monthly</b>
Residential Service, each	\$10.00	\$6.67 <b>(I)</b>
Business Service, each	\$10.00	\$5.75 <b>(I)</b>

(F) Duplicate Listings:

A listing of another name by which the Customer is known such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. These alternative names are addressed by the following;

Complete: name, address and telephone number are shown.

Cross reference: refers to the name under which the complete listing is shown; and or Temporary Cross Reference: a listing made obsolete, which can be shown by reference to the successor.

**SECTION 8 – DIRECTORY SERVICES, (CONT'D)**

**8.3 Text and Form Listings, (Cont'd)**

**8.3.5 Listings and Rates, (Cont'd)**

(G) Alternate Telephone Numbers:

A listing which refers calling parties to an alternate telephone number at certain hours, or on certain days, or in case no answer is received on the call to the primary number. The listing may be of two types: namely:

- (1) One line type such as "If no answer call", "Night calls after x:xx P.M.", "Nights, Sundays & Holidays call" followed by a telephone number; or
- (2) Two line type such as "From x:xx P.M. to x:xx A.M. weekdays, Saturdays, Sundays & Holidays call" followed by a telephone number.

(H) Foreign Listings

Any of the additional listings covered herein may be provided either in a different directory or in the same directory under a different geographical heading from that under which the Customer is normally listed. Where such listing is included in an alphabetical list covering exchange areas in which the service is furnished by the Company, the rates and regulation covered herein apply.

	<u>Non-recurring</u>	<u>Monthly</u>	(N)
Business:	\$10.00	\$5.40	(N)

(I) Additional Listings for Resale and Sharing Services

Where an end user subscribes to the services provided by a reseller or sharing entity and wishes to be listed in the Company Directory and Directory Assistance records, an Additional Listings for Resale and Sharing Services will be provided at the rates shown below. The regulations found between residence and business type listings will apply.

(J) Monthly Rates

<b>Business Listings</b>	<b>Monthly Charge</b>
<b>Regular and Duplicate</b>	
Each	\$1.05
Resale & Sharing Services	\$1.05
<b>Alternate Telephone Number</b>	
Limited to one line	\$1.05
Limited to two line	\$1.05

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**SECTION 8 – DIRECTORY SERVICES, (CONT'D)**

**8.4 Directory Assistance Services**

**8.4.1 General**

Customers may obtain assistance in determining telephone numbers by dialing Directory Assistance. The Directory Assistance calls are subject to the charges listed within this tariff.

**8.4.2 Requirements**

A zero call allowance applies to each business exchange access line.

**8.4.3 Directory Assistance Per Call Charge**

The following Per Call Charges apply to calls to Directory Assistance in excess of the Monthly Call Allowance:

	<b>Monthly Charge</b>
Business, per call	\$3.99 (I)
Residence, per call	\$3.99 (I)

**8.4.4 Directory Assistance Call Completion Per Call Charge**

The following Per Call Charge applies to Directory Assistance Call Completion

	<b>Monthly Charge</b>
Business, per call	\$0.30
Residence, per call	\$0.30

**SECTION 9 – CALLING FEATURES**

**9.1 Optional Calling Features Monthly**

Any of the following Calling Features may be added to Birch Exchange Line Services.

<u>BirchNet<sup>SM</sup> Value Feature List</u>	<u>Monthly Rate</u>		<u>(C)</u>	<u>(M)</u>
	<u>Business</u>	<u>Residential</u>		
Accounting Codes	\$36.00 (N)			
Anonymous Call Rejection	\$6.00	\$6.00		
Call Block	\$9.00	\$5.50 (R)		
Call Forwarding Busy Line	\$5.00 (I)	\$4.95 (I)		
Call Forwarding No Answer	\$4.00	\$4.00		
Call Forward Variable	\$6.95 (N)	\$7.50 (N)		
Call Forward Don't Answer RC	\$5.05 (N)	\$3.00 (N)		
Call Return	\$7.50 (R)	\$11.99 (I)		
Call Selector	\$8.00	\$8.00		
Call Tracing	\$6.00	\$6.00		
Call Waiting	\$10.50 (I)	\$11.99 (I)		
Call Waiting w/ CID Opt	\$5.00 (N)			
Caller ID – Name & Number	\$12.00 (R)	\$13.15 (I)		
Caller ID Deluxe	\$8.95 (N)	\$8.50 (N)		
Distinctive Ringing Service	\$7.00 (R)	\$4.45 (I)		
Enhanced Caller ID	\$12.00 (N)	\$4.50 (N)		
Hunting	\$19.00 (I)	\$5.95		
Preferred Call Forwarding	\$7.75 (R)	\$8.00		
Remote Access – Call Forwarding Variable	\$8.00	\$8.00		
Repeat Dialing	\$8.00	\$10.10 (I)		
Speed Call 30	\$6.00 (R)	\$8.00		
Speed Call 8	\$3.42 (R)			
Restrict Toll		\$6.00 (N)		
Three-Way Calling	\$3.39 (R)	\$11.99 (I)		
Three-Way Calling w/Transfer	\$5.00 (N)		(C)	(M)

Material previously found on this page is now found on Original Page 74.1.

Some material now found on this page was previously found on 1<sup>st</sup> Revised Page 43 & 2<sup>nd</sup> Revised Page 44.

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**SECTION 9 – CALLING FEATURES**

**9.2 Optional Calling Features – Per Use**

(M)

These features are offered on a Usage Sensitive Basis. The Customer will be billed the Per Feature Activation Charge shown in the following table each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

	<u>Per Activation</u>
Three-Way Calling	\$1.25
Call Return	\$1.25
Repeat Dialing	\$1.25
Busy Connect (Per call, per use)	\$0.90

(M)

Material previously found on this page is now found on Original Page 74.1.

Material now found on this page was previously found on 1<sup>st</sup> Revised Page 43 and 2<sup>nd</sup> Revised Page 44.

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*Tariff page revised April 13, 2018 to reflect Company name change from Birch Communications, Inc. to Birch Communications, LLC DBA BirchComm, LLC.*

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Gordon P. Williams, Jr. - Senior Vice President and General Counsel  
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**SECTION 10 - OPERATOR SERVICES**

**10.1 Rates**

<b>Operator Service Charges</b>	<b>Local</b>
Collect*	\$2.00
Operator dialed (station-to-station)*	\$2.00
Operator dialed (person-to-person)*	\$4.00
Third number billed*	\$4.00
Time and charges*	\$2.00
Verification of busy line	\$5.00
Verify/Interrupt	\$7.00
Time of day	\$2.00

\* Plus dial-direct rate in effect for each minute of call.

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Issue Date: April 9, 2009

Effective Date: August 9, 2009

Birch Communications, Inc.  
Christopher J. Bunce, Vice President, Legal and General Counsel  
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## SECTION 11 - PAYPHONE SERVICE

### 11.1 Service for Payphone Service Provider

- 11.1.1** Access Line Service for Payphone Service Provider (PSP) Telephones is an exchange line service provided at the request of the subscriber for telecommunications use.
- 11.1.2** Access Line Service for PSPs is provided for use with PSP telephones.
- 11.1.3** The carriage and completion of all local dialed calls including operator service functions are provided by the Company.
- 11.1.4** Access Line Service for PSPs is provided subject to the condition that telephone messages (local and long distance) placed from stations which are accessible to the public are completed over PSP lines (or other Public or Semipublic lines). Where Access Line Service for PSPs is furnished, any type or grade of residence or business service offered regularly at that location may be furnished in addition, provided such residence or business service is confined to locations solely for use by the particular establishment.
- 11.1.5** Access Line Service for PSPs may not be attached to other types of access lines. A subscriber must order a separate PSP Access line for each PSP telephone installed and will be billed the Tariffed rate for each line.
- 11.1.6** Access Line Service for PSPs may only be provided as Two-Way service, except lines placed in correctional institutions, schools, hospitals and other locations for which a specific exemption has been granted by the Public Service Commission. There will be no charge imposed for incoming calls.
- 11.1.7** For Customers subscribing to Caller ID - Deluxe, if the incoming call originates from a Customer provided public telephone, the name information transmitted will always be "Pay Phone".
- 11.1.8** The PSP shall be responsible for the installation, operation and maintenance of any PSP instruments used in connection with this service.
- 11.1.9** The PSP shall be responsible for payment of a nonrecurring charge as specified in this Tariff for each visit by the Company or its agent to the Customer's premises solely to determine that the service difficulty or trouble report results from the use of equipment or facilities provided by the Customer.

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Birch Communications, Inc.  
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**11.1.10** PSP telephones must be connected to the telephone network in compliance with Part 68 of the FCC Rules and Regulations as well as regulatory requirements of the New Jersey Board of Public Utilities and certification requirements of the State of New Jersey. The telephones must have the following operational characteristics:

- A. Must be lighted during the hours of darkness when light from other sources is not adequate to read instructions and use the payphone.
- B. Must be able to access 911 Emergency Service, where available, at no charge to the calling party. Where 911 is not available, must be able to access the "Operator", at no charge to the calling party. The appropriate emergency number (Operator, 911) must be clearly posted at each PSP location.
- C. Must be equipped to return the coins to the caller in the case of an incomplete call, except messages to a Feature Group A access number.
- D. Must provide free access to dial-tone and toll free numbers (e.g., 800, 877, and 888).
- E. Must complete calls to local and long distance directory assistance.
- F. Must provide free access to the responsible party for repairs or refunds. The Company is not responsible for refunds of coins deposited in Customer-provided coin-operated public telephones.
- G. Must be equipped with a legible sign, card, or plate of reasonable permanence that shall identify the following:
  - 1. The telephone number and location address of the payphone station, name and certificate number of the certificate holder, the party responsible for repairs and refunds, address of responsible party, free phone number of responsible party, clear dialing instructions (including notice of the lack of availability of local or toll services) and the local coin rate.
  - 2. For those payphone stations that will terminate conversation after a minimum elapsed time, notice shall be included on the sign card as well as an audible announcement 30 seconds prior to termination of the phone call.

**11.1.10** (Cont'd.)

- H. Each payphone station that provides access to any interexchange company must provide coin free access to all locally available interexchange companies (except for Feature Group A access). The payphone station shall provide such access through the forms of access purchased by locally available long distance carries such as 10XXX+0, 10XXXX+0, 101XXXX+0, toll free (e.g., 800, 877, and 888) access.
- I. May have a maximum of one non-dialable extension per station access line. This extension must be within the same premises as the main station and may be a maximum of 35 feet from the main station or have a privacy feature to disable the extension when the main station is in use.
- J. No sales solicitation shall be allowed during the interval between the last digit dialed by the end user and connection with the interexchange carrier.
- K. All 0- calls shall be routed to a telecommunications company that is authorized by the Commission to handle 0- calls. All other calls, including operator service calls, may be routed to the PSP's carrier of choice, unless the end user dials the appropriate access code for their carrier of choice, i.e. 950, 10XXX, 10XXXX, 101XXXX, and toll free access (e.g., 800, 877, and 888).

**11.1.11** Each payphone station:

- A. Must allow incoming calls to be received at all times, with the exception of those locations at hospitals, schools and locations specifically exempted by the Commission. There shall be no charge for receiving incoming calls.  
  
A PSP may petition the Commission for an exception from the incoming call requirement for a period that shall not exceed two years from the effective date of the Order granting the exemption. Where incoming calls are not received, central office based intercept shall be provided at no charge to the end user and a written notice shall be prominently displayed on the payphone directly above or below the telephone which states: "Incoming calls blocked at request of law enforcement."
- B. Must be connected to an individual access line.

**11.1.11** Each payphone station: (Cont'd.)

- C. Must permit outgoing calls to be placed at all times. Each pay telephone service company shall make all reasonable efforts to minimize the extent and duration of interruptions of service. Service repair programs should have as their objective the restoration of service on the same day that the interruption is reported to the company (Sundays and holidays excluded).

**11.1.12** Telephone Directories (current white page directory for the local calling area and a reasonably current yellow page directory that is appropriate for the calling area of the payphone station) shall be maintained at each payphone station.

- A. Where there is a single payphone station, a directory shall be maintained at each station.
- B. Where there are two or more payphone stations located in a group, a directory for the entire local calling area shall be maintained at every other station. However, where telephone pay stations are fully enclosed, a directory shall be maintained at each payphone station.
- C. Payphone stations that provide local directory assistance at no charge are exempt from the provision of this rule. A notice must appear on the placard if local directory assistance at no charge is being provided.

**11.1.13** Other Requirements

- A. Normal maintenance and coin collection activity shall include a review of the cleanliness of each payphone station.
- B. Each payphone station must comply with rules of the American National Standards Institute, Inc, as amended by the Commission, relative to physical handicap accessibility.
- C. Each pay telephone station shall permit end users to input unlimited digits for the duration of the call.

**11.1.14 Toll Fraud Liability**

- A. A company providing interexchange telecommunications services or local exchange telecommunications services shall not collect from a PSP for:
  - 1. charges billed to a line for calls which originates from that line through the use of access codes such as 10XXX, 10XXXX, 101XXXX, 950, and toll free (e.g. 800, 877, 888) access codes, or when the call originating from that line otherwise reached an operator position, if the originating line is subscribed to outgoing call screening and the call was placed after the effective date (the date after the call screening order was placed and associated charges apply) of the outgoing screening order;
  - 2. charges for collect or third number billed calls, if the line to which the call was billed was subscribed to incoming call screening and the call was placed after the effective date of the incoming call screening order
- B. Any call billed through the provider of local exchange telecommunications services or directly by an interexchange company, or through a billing agent, which has been identified as not collectible as described above, must be removed from any PSP's bill after the PSP gives notice of the fraudulent charges to the billing party. Pay telephone providers shall give such notice to the provider of local exchange telecommunications services and the interexchange company in writing no later than the due date of the bill.
- C. The provider of local exchange telecommunications services is responsible for charges described in A. above that are associated with the failure of the provider of local exchange telecommunications services' screening services.
- D. The interexchange company is responsible for charges described in A. above that are associated with the failure to properly validate calls via the appropriate provider of local exchange telecommunications services' data base.
- E. Any charges accrued to a line when the subscriber has subscribed to the provider of local exchange telecommunications services to screen calls described in A. above shall not be the basis for discontinuance of local and intrastate service.

**11.1.15** Providers serving confinement facilities shall provide for completion of all inmate calls allowed by the confinement facility.

**11.1.16** Pay telephones stations located in confinement facilities shall be exempt from the preceding requirements except that outgoing local and long distance calls may not be terminated until after a minimum elapsed time of ten minutes. Audible and written disconnect notifications shall apply, and one access line shall not be connected to more than three pay telephone stations.

**11.1.17** Proof of certification must be furnished to the Company by the subscriber prior to Access Line Service for PSP Telephones being furnished.

**11.1.18** The subscriber is responsible for meeting all federal, state and local statutes with respect to provision of PSP telephones in accordance with all hearing impaired and handicapped person requirements.

**11.1.19** Violations of Regulations

- A. Where any PSP telephone is used and/or connected in violation of this Tariff, the Company will promptly notify the Customer of the violation.
- B. Violations of the Tariff, Commission rules pertaining to public telephone service, or certification requirements will subject subscribers of Access Line Service for PSPs to disconnection of service if the deficiency is not corrected within 10 days from date of notification to the subscriber.



### 11.1.20 Service Features

#### A. Zone Sensitive Rate for PSP

Central Office Blocking with Operator Screening for Flat Rate Service. Subscribers to this service are required to take one of the following options where facilities are available to provide such service.

1. Two-Way Service. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Provides central office blocking of 011+ calls<sup>1,3</sup>
2. Outward Only Service. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line. Provides central office blocking of 011+ calls.<sup>1,1,2</sup>
3. Two-Way Service. Provides central office blocking of 7 digit local, 1+DDD, 1+ 900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.<sup>1</sup>
4. Outward Only Service. Provides central office blocking of 7 digit local, 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.<sup>1,2</sup>
5. Two-Way Service. Provides central office blocking of 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.<sup>1</sup>
6. Outward Only Service. Provides central office blocking of 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.<sup>1</sup>

(1) 011+ blocking provides central office blocking of calls to numbers outside the North American Numbering Plan.

(2) May only be provided for placement in correctional institutions, schools, hospitals and other locations for which the Board may grant a specific exemption.

(3) For the Access Line Feature options which do not offer central office blocking of 900 calls, this feature is available at the request of the subscriber as provided under Customized Code Restriction (CCR) Option.

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**SECTION 11 - PAYPHONE SERVICE, (CONT'D)**

**11.1 Service for Payphone Service Provider, (Cont'd)**

**11.1.21 Pay Telephone Rates and Charges**

- (A) [Reserved for Future Use]
- (B) Flat Rate Service for PSP Monthly Charges in the Verizon-East Territories:

	<u>No Term Rate</u>	<u>Term Rate</u>
Zone 1	\$25.95 (I)	\$22.95 (I)
Zone 2	\$26.95 (I)	\$23.95 (I)
Zone 3	\$29.95 (I)	\$25.95 (I)

- (C) Sent paid long distance charges apply on a per message basis based on toll rates (set forth in this Tariff). Operator handled non-sent paid local calls will be rated to the end user at the rate (set forth in this Tariff) plus the appropriate additive operator services charges (set forth in this Tariff). The rates charged the caller for non-sent paid calls to the Extended Calling Service exchanges will be rated at the Local Call rate plus appropriate operator services charges (as provided in this Tariff), plus the set use fee as provided in this Tariff.
- (D) The Access Line Service PSP subscriber who subscribes to Flat Rate Service as described in this Section will be charged for sent paid calls to the Extended Calling Service exchanges outlined in this tariff.
- (E) The Access Line Service PSP subscriber who subscribes to Flat Rate Service as described in this Section will be charged for sent paid calls to the Local Calling Plus exchanges outlined in this Tariff.
- (F) Non-sent paid IntraLATA calls will be rated to the end user at the rate set forth in this Tariff plus the appropriate additive operator services charges as provided in this Tariff, plus the set fee as provided in this Tariff.
- (G) Local Directory Assistance calls will be rated at per call charges as listed in Section 13.3.

**11.1.21** Pay Telephone Rates and Charges, (Cont'd)

- H. Service Charges as covered in this Tariff for business individual line service are applicable.
- I. Listings in connection with Access Line Service for PSP are furnished under the same rates and regulations as other business service.
- J. Suspension of service is not available to Access Line Service for PSP.

**SECTION 12 - EXCHANGE AREA LISTINGS**

<b>Exchange Area</b>	<b>Exchange Areas Included in Local Service Area</b>			
• ALLENTOWN	• Allentown	• Hightstown	• Mercerville	• New Egypt
# ASHBURY PARK	# Ashbury Park # Belmar	# Deal # Eatontown	# Long Branch	# Spring Lake
• ATLANTIC CITY	• Atlantic City • Brigantine	• Ocean City	• Pleasantville	• Somers Point
# ATLANTIC HIGHLANDS	# Atlantic Highlands # Keansburg	# Keyport # Long Branch	# Middletown	# Red Bank
• AVALON	• Avalon • Cape May Ct. Hs.	• Dennisville • Ocean City	• Sea Isle City	• Wildwood
• BARNEGAT	• Barnegat	• Beach Haven	# Toms River	• Tuckerton
BAYONNE	Bayonne @ Elizabeth	Jersey City	Newark	Union City
• BEACH HAVEN	• Barnegat • Beach Haven	• Brigantine	• Pleasantville	• Tuckerton
¢ BEAVER BROOK	¢ Beaver Brook ¢ Blackwood ¢ Camden	¢ Collingswood ¢ Gloucester ¢ Haddonfield	¢ Haddon Heights ¢ Laurel Springs ¢ Merchantville	¢ Wenonah ¢ Woodbury
+ BELLEVILLE	+ Belleville + Bloomfield Kearny	+ Newark + Nutley + Orange	+ Passaic + Paterson	Rutherford + Verona
# BELMAR	# Ashbury Park # Belmar	# Deal # Farmingdale	# Long Branch # Manasquan	# Spring Lake
¢ BERLIN	¢ Berlin ¢ Haddonfield	• Hammonton ¢ Laurel Springs	¢ Marlton • Medford	¢ Vincentown
@ BERNARDSVILLE	@ Bernardsville <sup>1</sup> + Mendham	@ Millington + Morristown	+ Mount Freedom	@ Peapack
¢ BLACKWOOD	¢ Beaver Brook ¢ Blackwood ¢ Glassboro	¢ Gloucester ¢ Haddon Heights ¢ Laurel Springs	¢ Pitman ¢ Wenonah ¢ Williamstown ¢ Woodbury	
+ BLOOMFIELD	+ Belleville + Bloomfield + Caldwell Kearney	+ Little Falls + Livingston + Newark + Nutley	+ Orange + Passaic + Paterson	Rutherford + South Orange + Verona
+ BOONTON	+ Boonton + Butler	+ Caldwell + Morristown	+ Rockaway	+ Whippany

• Indicates 609 Area      Indicates 201 Area  
 @      Indicates 908 Area      +      Indicates 973 Area  
 #      Indicates 732 Area      Ø      Indicates Independent Company  
 ¢      Indicates 856 Area

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**SECTION 12 - EXCHANGE AREA LISTINGS, (Cont'd)**

<b>Exchange Area</b>	<b>Exchange Areas Included in Local Service Area</b>			
• BORDENTOWN	• Bordentown • Burlington	• Ewing • Florence	• Fort Dix • Mercerville	• New Egypt • Trenton
# BOUND BROOK	# Bound Brook # Dunellen	# East Millstone @ Millington	# New Brunswick @ Plainfield	@ Somersville
• BRIDGETON	• Bridgeton • Cedarville	• Elmer • Millville	• Port Norris	• Vineland
¢ BRIGANTINE	¢ Atlantic City ¢ Beach Haven	¢ Brigantine ¢ Ocean City	¢ Pleasantville ¢ Somers Point	¢ Tuckerton
@ BURLINGTON	• Bordentown • Burlington	• Florence	• Mount Holly	• Riverside
+ BUTLER	+ Boonton + Butler	+ Newfoundland	Oakland	+ Pompton Lakes
+ CALDWELL	+ Bloomfield + Boonton + Caldwell	+ Little Falls + Livingston + Mountain View	+ Orange + Rockaway	+ Verona + Whippany
• CAMDEN	• Beaver Brooke • Camden • Collingswood	• Gloucester • Haddonfield	• Haddon Heights • Merchantville	• Moorestown • Riverton
• CAPE MAY COURTHOUSE	• Avalon • Cap May Ct. Hs.	• Dennisville • Ocean City	• Sea Isle City	• Wildwood
# CATERET	# Carteret @ Cranford @ Elizabeth	@ Linden # Metuchen # Perth Amboy	# Rahway @ Roselle	# South Amboy # Woodbridge
• CEDERVILLE	• Bridgeton • Cederaville	• Millville	• Point Norris	• Vineland
CHATHAM	Chatham Livingston	Madison Millburn	South Orange @ Summit	Whippany
CLIFFSIDE	Cliffside Dumont Englewood	Hackensack Hasbrouck Hts.	Leonia Rutherford	Teaneck Union City
CLOSTER	Closter Dumont	Englewood Leonia	Oradell Park Ridge	Teaneck Westwood
¢ COLLINGSWOOD	¢ Beaver Brook ¢ Camden ¢ Collingswood	¢ Gloucester ¢ Haddonfield	¢ Haddon Heights ¢ Laurel Springs	¢ Marlton ¢ Merchantville
CRAGMERE	Cragmere + Erskine Lakes	Ramsey Ridgewood	Suffern, N.Y.	Wyckoff

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**SECTION 12 - EXCHANGE AREA LISTINGS, (Cont'd)**

<b>Exchange Area</b>	<b>Exchange Areas Included in Local Service Area</b>			
• CRANBURY	• Cranbury # @Englishtown # @Franklin Park	• Hightstown # Jamesburg	# Monmouth Junction	• Plainsboro • Princeton
@ CRANFORD	# Carteret @ Cranford @ Elizabeth	@ Fanwood @ Linden + Millburn	# Rahway @ Roselle + South Orange	@ Summit @ Unionville @ Westfield
# DEAL	# Ashbury Park # Belmar	# Deal # Eatontown	# Long Branch # Red Bank	# Spring Lake
• DENNISVILLE	• Avalon • Cape May Ct.	• Dennisville • Port Norris	• Sea Isle City • Tuckahoe	• Wildwood
+ DOVER	+ Dover + Hopatcong	+ Morristown + Mount Freedom	+ Netcong + Rockaway	+ Succasunna
DUMONT	Cliffside Closter Dumont	Englewood Fair Lawn Hackensack	Leonia Oradell Park Ridge	Teaneck Westwood
# DUNELLEN	# Bound Brook # Dunellen	# East Millstone @ Fanwood	@ Millington # New Brunswick	@ Plainfield @ Somerville
# EAST MILLSTONE	@ Belle MeadØ # Bound Brook # Dunellen	# East Millstone # Franklin Park	# Monmouth Junction @ Neshanic	# New Brunswick @ Somerville
# EATONTOWN	# Ashbury Park # Deal	# Eatontown # Farmingdale	# Freehold # Long Branch	# Middletown # Red Bank
• EGG HARBOR	• Egg Harbor	• Hammonton	• Mays Landing	• Pleasantville
@ ELIZABETH	Bayonne # Carteret @ Cranford	@ Elizabeth @ Linden + Newark	+ Orange # Rahway @ Roselle	+ South Orange @ Unionville @ Westfield
¢ ELMER	¢ Bridgeton	¢ Elmer	¢ Franklinville	¢ Vineland
ENGLEWOOD	Cliffside Closter Dumont	Englewood Fair Lawn Hackensack	Hasbrouck Hts. Leonia	Oradell Teaneck
# ENGLISHTOWN	• Cranbury # Englishtown	# Freehold • Hightstown	# Jamesburg # Matawan	# South River
+ ERSKINE LAKES	Cragmere + Erskine Lakes	Oakland + Pompton Lakes	Ramsey	+ West Milford
• EWING	• Bordentown • Ewing • Lawrenceville	• Mercerville Morristown, PA	• Pennington • Princeton	• Trenton Yardley, PA

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**SECTION 12 - EXCHANGE AREA LISTINGS, (Cont'd)**

<b>Exchange Area</b>	<b>Exchange Areas Included in Local Service Area</b>			
FAIR LAWN	Dumont Englewood Fair Lawn	Hackensack Hasbrouck Hts. Hawthorne	Oradell + Passaic + Paterson	Ridgewood Teaneck
@ FANWOOD	@ Cranford # Dunellen @ Fanwood	+ Milburn @ Plainfield	# Rahway @ Roselle	@ Summit @ Westfield
# FARMINGDALE	# Belmar # Eatontown	# Farmingdale # Freehold	# Lakewood	# Spring Lake
• FLORENCE	• Bordentown • Burlington	• Florence • Fort Dix	• Mount Holly	• Riverside
• FORT DIX	• Bordentown • Florence	• Fort Dix • Mount Holly	• New Egypt • Pemberton	• Vincentown
# FRANKLIN PARK	• Cranbury # East Millstone # Franklin Park	# Monmouth Junction	# New Brunswick • Plainsboro	• Princeton # South River
¢ FRANKLINVILLE	¢ Elmer ¢ Franklinville	¢ Glassboro ¢ Pitman	¢ Vineland	¢ Williamstown
# FREEHOLD	# Eatontown Englishtown	# Farmingdale # Freehold	# Holmdel # Lakewood	# Matawan
¢ GLASSBORO	¢ Blackwood ¢ Camden	¢ Collingswood ¢ Gloucester ¢ Haddonfield	¢ Haddon Heights ¢ Laurel Springs ¢ Merchantville	¢ Paulsboro ¢ Wenonah ¢ Woodbury
¢ GLOUCESTER	¢ Beaver Brook ¢ Blackwood ¢ Camden	¢ Collingswood ¢ Gloucester ¢ Haddonfield	¢ Haddon Heights ¢ Laurel Springs ¢ Merchantville	¢ Pulsboro ¢ Wenonah ¢ Woodbury
HACKENSACK	Cliffside Dumont Englewood Fair Lawn	Hackensack Hasbrouck Hts. Leonia Oradell	Passaic Ridgewood Rutherford	Teaneck Union City Westwood
@ HACKETTSTOWN	@ Great Meadows @ Hackettstown	@ Long Valley Ø	+ Netcong	@ Washington
¢ HADDONFIELD	¢ Beaver Brook ¢ Berlin ¢ Camden	¢ Collingswood ¢ Gloucester ¢ Haddonfield	¢ Haddon Heights ¢ Laurel Springs ¢ Marlton	¢ Merchantville ¢ Moorestown
¢ HADDON HEIGHTS	¢ Beaver Brook ¢ Blackwood ¢ Camden	¢ Collingswood ¢ Gloucester ¢ Haddonfield	¢ Haddon Heights ¢ Laurel Springs	¢ Merchantville ¢ Woodbury

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**SECTION 12 - EXCHANGE AREA LISTINGS, (Cont'd)**

<b>Exchange Area</b>	<b>Exchange Areas Included in Local Service Area</b>			
• HAMMONTON	• Berlin • Egg Harbor	• Hammonton • Mays Landing	• Milmay	• Williamstown
HASBROUCK HTS.	Cliffside Englewood Fair Lawn	Hackensack Hasbrouck Hts. Leonia	+ Nutley + Passaic	Rutherford Teaneck
+ HAWTHORNE	Fairlawn + Hawthorne + Little Falls	+ Mountain View Oradell + Passaic	+ Paterson Ramsey	Ridgewood Wyckoff
• HIGHSTOWN	• Allentown • Cranbury	# Englishtown • Hightstown	• Mercerville	• Plainsboro
# HOLMDEL	# Freehold # Holmdel	# Keyport # Matawan	# Middletown	# Red Bank
+ HOPATCONG	+ Dover + Hopatcong	+ Mount Freedom + Netcong	+ Newfoundland + Rockaway	+ Succasunna
• HOPEWELL	@ Belle Mead Ø • Hopewell	• Lambertville • Lawrenceville	@ Neshanic • Pennington	• Princeton
# JAMESBURG	• Cranbury # Englishtown	# Jamesburg # Monmouth Junction	• Plainboro	# South River
JERSEY CITY	Bayonna Jersey City	Kearny	+ Newark	Union City
# KEANSBURG	# Atlantic Highlands	#Keansburg # Keyport	# Matawan # Middletown	# Red Bank
KEARNEY	+ Belleville + Bloomfield Jersey City	Kearney + Newark	+ Nutley + Orange	Rutherford Union City
# KEYPORT	# Atlantic Highlands # Holmdel	# Keansburg # Keyport	# Matawan # Middletown	# Perth Amboy # South Amboy
# LAKEHURST	# Lakehurst	# Lakewood	# Toms River	
# LAKEWOOD	# Farmingdale # Freehold	# Lakehurst # Lakewood	# Point Pleasant	# Toms River
• LAMBERTVILLE	• Hopewell	• Lambertville	New Hope, PA	• Pennington
¢ LAUREL SPRINGS	¢ Beaver Brook ¢ Berlin	¢ Blackwood ¢ Collingswood	¢ Gloucester ¢ Haddonfield	¢ Haddon Hts. ¢ Laurel Springs
• LAWRENCEVILLE	• Ewing • Hopewell	• Lawrenceville • Mercerville	• Pennington • Plainsboro	• Princeton • Trenton

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**SECTION 12 - EXCHANGE AREA LISTINGS, (Cont'd)**

<b>Exchange Area</b>	<b>Exchange Areas Included in Local Service Area</b>			
LEONIA	Cliffside Closter	Dumont Englewood	Hackensack Hasbrouck Hts.	Leonia Teaneck
@ LINDEN	# Carteret @ Cranford @ Elizabeth	@ Linden # Rahway	@ Roselle @ Unionville	@ Westfield # Woodbridge
+ LITTLE FALLS	+ Bloomfield + Caldwell + Hawthorne	+ Little Falls + Mountain View + Nutley	+ Orange + Passaic	+ Paterson + Verona
+ LIVINGSTON	+ Bloomfield + Caldwell + Chatham	+ Livingston + Madison + Millburn	+ Newark + Orange + S. Orange	@ Summit + Verona + Whippany
# LONG BRANCH	# Ashbury Park # Atlantic Highlands	# Belmar # Deal	# Eatontown # Long Branch	# Red Bank # Spring Lake
+ MADISON	+ Chatham + Livingston	+ Madison + Millburn	+ Morristown+ So. Orange	@ Summit+ Whippany
# MANASQUAN	# Belmar	# Manasquan	# Mt. Pleasant	# Spring Lake
¢ MARLTON	¢ Berlin ¢ Collingswood	¢ Haddonfield ¢ Marlton	¢ Medford ¢ Moorestown	¢ Vincentown
# MATAWAN	# Englishtown# Freehold# Holmdel	# Keansburg# Keyport # Matawan	# Middletown# Perth Amboy	# So. Amboy# So. River
• MAYS LANDING	• Egg Harbor • Hammonton	• Mays Landing • Milmay	• Pleasantville	• Tuckahoe
• MEDFORD	• Berlin • Marlton	• Medford • Moorestown	• Mount Holly • Pemberton	• Vincentown
+ MENDHAM	@ Bernardsville <sup>1</sup> @ Chester Ø	+ Mendhan+ Morristown	+ Mount Freedom @ Peapack	+ Succasunna
• MERCERVILLE	• Allentown • Bordentown	• Ewing • Hightstown	• Lawrenceville • Mercerville	• Plainsboro • Trenton
¢ MERCHANTVILLE	¢ Beaver Brook ¢ Camden ¢ Collingswood	¢ Gloucester ¢ Haddonfield ¢ Haddon Heights	¢ Merchantville ¢ Moorestown	¢ Riverside ¢ Riverton
# METUCHEN	# Carteret# Metuchen	# New Brunswick# Perth Amboy	@ Plainfield# Rathway	# So. Amboy# Woodbridge

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Tariff page revised April 13, 2018 to reflect Company name change from Birch Communications, Inc. to Birch Communications, LLC DBA BirchComm, LLC.

Issue Date: April 9, 2009

Effective Date: August 9, 2009

Birch Communications, Inc.  
 Christopher J. Bunce, Vice President, Legal and General Counsel  
 2300 Main St., Suite 600  
 Kansas City, MO 64108

**SECTION 12 - EXCHANGE AREA LISTINGS, (Cont'd)**

<b>Exchange Area</b>	<b>Exchange Areas Included in Local Service Area</b>			
# MIDDLETOWN	# Atlantic Highlands# Eatontown	# Holmdel# Keansburg	# Keyport# Matawan	# Middletown# Red Bank
@ MILFORD	@ Bloomsbury ØFernsdale, PA	@ Frenchtown Ø@ Milford	@ Phillipsburg Riegelsville, PA.	Springtown, PAUpper Blk. Eddy, PA
+ MILLBURN	+ Chatham@ Cranfoard@ Fanwood + Livingston	+ Madison + Millburn + Newark	+ Orange @ Roselle + So. Orange	@ Summit @ Unionville @ Westfield
@ MILLINGTON	@ Bernardsville # Bound Brook	# Dunellen@ Millington	@ Plainfield @ Somerville	@ Summit
¢ MILLVILLE	¢ Bridgeton ¢ Cedarville	¢ Millville • Milmay	• Tuckahoe	¢ Vineland
• MILMAY	• Hammonton • Mays Landing	¢ Millville • Milmay	• Port Norris • Tuckahoe	¢ Vineland
# MONMOUTH JUCTION	Cranbury # East Millstone# Franklin Park	# Jamesburg # Monmouth Junction	Plainsboro	• Princeton
• MOORESTOWN	• Camden • Haddonfield • Marlton	• Medford • Merchantville	• Moorestown • Mount Holly	• Riverside • Riverton
+ MORRISTOWN	@ Bernardsville <sup>1</sup> + Boonton + Dover	+ Madison + Mendham	+ Morristown + Mount Freedom	+ Rockaway+ Whippany
+ MOUNTAIN VIEW	+ Caldwell+ Hawthorne+ Little Falls	+ Mountain View Oakland + Passaic	+ Paterson + Pompton Lakes	+ Verona Wyckoff
+ MOUNT FREEDOM	@Bernardsville <sup>1</sup> + Dover + Hopatcong	+ Mendham + Morristown	+ Mount Freedom+ Netcong	+ Rockaway + Succasunna
• MOUNT HOLLY	• Burlington • Florence	• Fort Dix • Medford	• Moorestown • Mount Holly	• Pemberton • Vincentown
¢ MULLICA HILL	¢ Glassboro ¢ Mullica Hill ¢ Paulsboro	¢ Penns Grove ¢ Pitman ¢ Salem	¢ Swedesboro ¢ Wenoah	¢ Woodbury ¢ Woodstown

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**SECTION 12 - EXCHANGE AREA LISTINGS, (Cont'd)**

<b>Exchange Area</b>	<b>Exchange Areas Included in Local Service Area</b>			
@ NESHANIC	@ Belle Mead + East Millstone	• Hopewell	@ Neshanic	@ Somerville
+ NETCONG	+ Dover Hackettstown	+ Hoptacong+ Mount Freedom	+ Netcong	+ Succassunna
+ NEWARK	Bayonne+ Belleville+ Bloomfield@ Elizabeth	Jersey City Kearney+ Livingston+ Millburn	+ Newark + Nutley + Orange + So. Orange	@ Unionville+ Verona
# NEW BRUNSWICK	# Bound Brook# Dunellen	# East Millstone# Franklin Park	# Metuchen # Newbrunswick	@ Somerville+ South River
• NEW EGYPT	• Allentown • Bordentown	• Fort Dix	• New Egypt	• Pemberton
+ NEWFOUNDLAND	+ Butler	+ Hopatcong	+ Newfoundland	+ West Milford
+ NUTLEY	+ Belleville+ Bloomfield+ Hasbrouck Hts.	Kearny+ Little Falls+ Newark	+ Nutley+ Orange+ Passaic	+ PatersonRutherford + Verona
OAKLAND	+ Butler+ Erskine Lakes	+ Mountain ViewOakland	+ Pompton LakesRamsey	Wyckoff
• OCEAN CITY	• Atlantic City • Avalon • Brigantine	• Cape May Ct. Hs. • Ocean City	• Pleasantville • Sea Isle City • Somers Point	• Tuckahoe • Wildwood
ORADELL	ClosterDumontEng lewood	Fair LawnHackensackH awthorne	OradellPark RidgeRidgewood	TeaneckWestwood
+ ORANGE	+ Belleville+ Bloomfield+ Caldwell@ Elizabeth	Kearny+ Little Falls+ Livingston+ Millburn	+ Newark+ Nutley+ Orange	+ So. Orange@ Unionville+ Verona
PARK RIDGE	ClosterDumont	OradellPark Ridge	RamseyRidgewood	Westwood
+ PASSAIC	+ Belleville+ BloomfieldFair Lawn	HackensackjHasbr ouck Hts.+ Hawthorne	+ Little Falls+ Mountain View+ Nutley	+ Passaic+ PatersonRutherford
+ PATERSON	+ Belleville+ BloomfieldFair Lawn	+ Hawthorne+ Little Falls+ Mountain View	+ Nutley+ Passaic	+ PatersonRidgewoo d
• PAULSBORO	• Gloucester • Mullica Hill	• Paulsboro • Penns Grove	• Swedesboro • Wenonah	• Woodbury • Woodstown

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**SECTION 12 - EXCHANGE AREA LISTINGS, (Cont'd)**

<b>Exchange Area</b>	<b>Exchange Areas Included in Local Service Area</b>			
@ PEAPACK	@ Bernardsville <sup>1</sup> @ Chester Ø	+ Mendham@ Oldwick Ø	@ Peapack @ Somerville	+ Succasunna
• PEMBERTON	• Fort Dix • Medford	• Mount Holly • New Egypt	• Pemberton	• Vincentown
• PENNINGTON	• Ewing • Hopewell	• Lambertville • Lawrenceville	• Pennington	• Princeton
¢ PENNS GROVE	¢ Mullica Hill ¢ Paulsboro	¢ Penns Grove ¢ Salem	¢ Swedesboro ¢ Woodbury	¢ Woodstown
# PERTH AMBOY	# Carteret# Keyport	# Matawan# Matuchen	# Perth Amboy # Rahway	# So. Amboy # Woodbridge
@ PHILLIPSBURG	@ Bloomsbury ØEaston, PA	@ Milford @ Phillipsburg	Riegelsville, PA	@ Washington
¢ PITMAN	¢ Blackwood ¢ Franklinville ¢ Glassboro	¢ Mullica Hill ¢ Pitman ¢ Swedesboro	¢ Wenonah ¢ Williamstown	¢ Woodbury ¢ Woodstown
# PLAINFIELD	# Bound Brook# Dunellen	@ Fanwood# Matuchen	@ Millington @ Plainfield	# Rahway @ Westfield
• PLAINSBORO	• Cranbury + Franklin Park • Hightstown	# Jamesburg • Lawrenceville • Mercerville	# Monmouth Junction	• Plainsboro • Princeton
• PLEASANTVILLE	• Atlantic City • Beach Haven • Brigantine	• Egg • Harbor • Mays Landing	• Ocean City • Pleasantville	• Somers Point • Tuckerton
# POINT PLEASANT	# Lakewood # Manasquan	# Point Pleasant # Seaside Park	# Spring Lake	# Toms River
+ POMPTON LAKES	+ Butler + Erskine + Lakes	+ Mountain View Oakland	+ Pompton Lakes	+ West Milford
¢ PORT NORRIS	¢ Bridgeton ¢ Cedarville	• Dennisville ¢ Millville	¢ Port Norris	¢ Vineland
• PRINCETON	@ Belle Mead Ø • Cranbury • Ewing	# Franklin Park • Hopewell • Lawrenceville	# Monmouth Junction • Pennington	• Plainsboro • Princeton
# RAHWAY	# Carteret @ Cranford @ Elizabeth	@ Fanwood @ Linden # Matuchen	# Perth Amboy@ Plainfield# Rahway	@ Roselle@ Westfield# Woodbridge

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**SECTION 12 - EXCHANGE AREA LISTINGS, (Cont'd)**

<b>Exchange Area</b>	<b>Exchange Areas Included in Local Service Area</b>			
# RAMSEY	Cragmere+ Ers Lakes+ Hawthorne	OaklandPark Ridge	Ramsey Ridgewood	WestwoodWyckoff
# RED BANK	# Atlantic Highlands# Deal	# EatontownHolmdel	# Keansburg# Long Branch	# Middletown# Red Bank
RIDGEWOOD	CragmereFair LawnHackensack	+ HawthorneOradell Park Ridge	+ PatersonRamseyRi dgewood	WestwoodWyckoff
¢ RIVERSIDE	• Burlington • Florence	¢ Merchantville ¢ Moorestown	¢ Riverside	¢ Riverton
¢ RIVERTON	¢ Camden ¢ Merchantville	¢ Moorestown	¢ Riverside	¢ Riverton
+ ROCKAWAY	+ Boonton+ Caldwell+ Dover	+ Hopatcong+ Morristown	+ Mount Freedom + Rockaway	+ Succasunna+ Whippany
@ ROSELLE	# Carteret@ Cranford@ Elizabeth	@ Fanwood@ Linden+ Millburn	# Rahway@ Roselle+ So. Orange	@ Summit@ Unionville@ Westfield
RUTHERFORD	+ Belleville+ BloomfieldCliffside	HackensackHasbro uck Hts.Kearny	+ Nutley+ Passaic	RutherfordUnion City
¢ SALEM	¢ Mullica Hill ¢ Penns Grove	¢ Salem	¢ Swedesboro	¢ Woodstown
• SEA ISLE CITY	• Avalon • Cape May Ct. Hs.	• Dennisville • Ocean City	• Sea Isle City	• Wildwood
# SEASIDE PARK	# Point Pleasant	# Seaside Park	# Toms River	
• SOMERS POINT	• Atlantic City • Brigantine	• Ocean City • Pleasantville	• Somers Point	• Tuckahoe
@ SOMERVILLE	# Bound Brook# Dunellen	# East Millstone@ Millington	@ Neshanic# New Brunswick	@ Peapack@ Somerville
# SOUTH AMBOY	# Carteret# Keyport	# Matawan# Matuchen	# Perth Amboy# South Amboy	# South River# Woodbridge
+ SOUTH ORANGE	+ Bloomfield+ Chatham@ Cranford@ Elizabeth	+ Livingston+ Madison+ Millburn+ Newark	+ Orange@ Roselle+ So. Orange	@ Summit@ Unionville@ Westfield
# SOUTH RIVER	# Englishtown# Franklin Park	# Jamesburg# Matawan	# New Brunswick# South Amboy	# South River
# SPRING LAKE	# Asbury Park# Belmar	# Deal# Farmingdale	# Long Branch# Manasquan	# Point Pleasant# Spring Lake

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Tariff page revised April 13, 2018 to reflect Company name change from Birch Communications, Inc. to Birch Communications, LLC DBA BirchComm, LLC.

Issue Date: April 9, 2009

Effective Date: August 9, 2009

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 Christopher J. Bunce, Vice President, Legal and General Counsel  
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 Kansas City, MO 64108

**SECTION 12 - EXCHANGE AREA LISTINGS, (Cont'd)**

<b>Exchange Area</b>	<b>Exchange Areas Included in Local Service Area</b>			
@ STROUDSBURG	@ Blairstown ØBushkill, PA	@ Columbia Ø	@ Stroudsbrug	Stroudsburg,PA
+ SUCCASUNNA	@ Chester Ø+ Dover+ Hopatcong	+ Mendham+ Mount Freedom	+ Netcong@ Peapack	+ Rockaway+ Succasunna
@ SUMMIT	+ Chatham@ Cranford@ Fanwood	+ Livingston+ Madison+ Millburn	@ Millington@ Roselle+ So. Orange	@ Summit@ Unionville@ Westfield
• SWEDESBORO	• Mullica Hill • Paulsboro • Penns Grove	• Pitman • Salem	• Swedesboro • Wenonah	• Woodbury • Woodstown
TEANECK	CliffsideClosterDu mont	EnglewoodFair LawnHackensack	Hasbrouck Hts.Leonia	OradellTeaneck
# TOMS RIVER	Barnegate # Lakehurst	# Lakewood# Point Pleasant	# Seaside Park	# Toms River
• TRENTON	• Bordentown • Ewing	• Lawrenceville • Mercerville	• Morrisville, PA • Trenton	• Yardley, PA
• TUCKAHOE	• Dennisville • Mays Landing	• Millville • Milmay	• Ocean City • Somers Point	• Tuckahoe
• TUCKERTON	• Barnegat • Brigantine	• Beach Haven	• Pleasantivlle	• Tuckerton
UNION CITY	Bayonne Cliffside	Hackensack Jersey City	Kearny Rutherford	Union City
@ UNIONVILLE	@ Cranford@ Elizabeth@ Linden	+ Millburn+ Newark+ Orange	@ Roselle+ So. Orange@ Summit	@ Unionville@ Westfield
+ VERONA	+ Belleville+ Bloomfield+ Caldwell	+ Little Falls+ Livingston+ Mountain View	+ Newark+ Nutley+ Orange	+ Verona+ Whippany
• VINCENTOWN	¢ Berlin • Fort Dix	¢ Marlton • Medford	• Mount Holly • Pemberton	• Vincetown
¢ VINELAND	¢ Bridgeton ¢ Cedarville	¢ Elmer ¢ Franklinville	¢ Millville • Milmay	¢ Port Norris ¢ Vineland
@ WASHINGTON	@ Hackettstown@ Hampton Ø	@ Oxford Ø	@ Phillipsburg	@ Washington
• WENONAH	• Beaver Brook • Blackwood • Glassboro	• Gloucester • Mullica Hill • Paulsboro	• Pitman • Swedesboro • Wenonah	• Woodbury • Woodstown
@ WESTFIELD	@ Cranford@ Elizabeth@ Fanwood	@ Linden+ Millburn@ Plainfield	# Rahway@ Roselle+ So. Orange	@ Summit@ Unionville@ Westfield

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 Kansas City, MO 64108

**SECTION 12 - EXCHANGE AREA LISTINGS, (Cont'd)**

<b>Exchange Area</b>	<b>Exchange Areas Included in Local Service Area</b>			
+ WEST MILFORD	+ Erskine Lakes+ Newfoundland	+ Pompton Lakes	+ Upper Green- wood Lake	+ West Milford
WESTWOOD	ClosterDumont	HackensackOrad ell	Park RidgeRamsey	RidgewoodWest wood
+ WHIPPANY	+ Boonton+ Caldwell+ Chatham	+ Livingston+ Madison	+ Morristown+ Rockaway	+ Verona+ Whippany
WILDWOOD	Avalon Cape May Ct. Hs.	Dennisville Ocean City	Sea Isle City	Wildwood
WILLIAMSTOWN	Blackwood Franklinville	Glassboro Hammonton	Pitman	Williamstown
# WOODBRIDGE	# Carteret@ Linden	# Matuchen# Perth Amboy	# Rahway# South Amboy	# Woodbridge
• WOODBURY	• Beaver Brook • Blackwood • Gloucester	• Haddon Heights • Mullica Hill • Paulsboro	• Penns Grove • Pitman • Swedesboro	• Wenonah • Woodbury
• WOODSTOWN	• Glassboro • Mullica Hill • Paulsboro	• Penns Grove • Pitman	• Salem • Swedesboro	• Wenonah • Woodstown
WYCKOFF	Cragmere+ Hawthorne	+ Mountain ViewOakland	Ramsey Ridgewood	Wyckoff

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*Tariff page revised April 13, 2018 to reflect Company name change from Birch Communications, Inc. to Birch Communications, LLC DBA BirchComm, LLC.*

Issue Date: April 9, 2009

Effective Date: August 9, 2009

Birch Communications, Inc.  
 Christopher J. Bunce, Vice President, Legal and General Counsel  
 2300 Main St., Suite 600  
 Kansas City, MO 64108

(N)

**SECTION 13 – ZONES & CLLI's**

1. Zone 1:

BLFDNJBL	ELZBNJEL	IVTNNJES	NWRKNJ02	RTFRNJRU
BLVLNJBE	ENWDNJEN	JRCYNJBR	NWRKNJ03	SORGNJSO
BYNNNJ02	EORNNJEO	JRCYNJJO	NWRKNJIR	TRENNJTE
CFPKNJCS	FRLNNJFL	LNDNNJ01	NWRKNJWA	UNCYNJ02
CFTNNJCF	FTLENJLE	LTfYNJLF	PSSCNJPS	UNINNJUJ
CLWDNJCW	HCKNNJHK	MTCLNJMC	PTSNNJAR	
CMDNNJCE	HLDLNJWE	NBRGNJNB	RCPKNJ02	
DUMTNJDM	HLDNNJ01	NTLYNJNU	RSLLNJRL	

2. Zone 2:

ASPKNJAP	FRDSNJFR	MCVLNJMC	OCCYNJOC	SMMTNJSM
ATCYNJAC	FRFDNJFA	MDSNNJMA	PAMBNJPM	SORVNJSR
BDBKNJBD	GLCYNJGL	MDTWNJMD	PLFDNJPF	SPLKNJSL
BKWDNJBW	HBVLNJ01	MHVLNJME	PSWYNJPI	SYRVNJSA
BWTWNJBT	HDFDNJHD	MLBNNJMB	PTPLNJPP	VNCYNJVN
CARTNJCA	KNBGNJKE	MNSQNJ01	RDBKNJRB	WDBRNJWD
CLWLNJCW	KRNYNJKN	MRTWNJMR	RGWDNJRW	WHHRNJWH
CNFRNJCR	KYPTNJKY	MSTWNJMO	RHWYNJRA	WHIPNJWH
CNMNNJRT	LGBRNJLB	MTCHNJMT	RMSYNJRM	WLBNJWB
CRHLNJCH	LRSPNJLS	MTVWNJMV	RNMDNJBK	WORNNJWO
DNLNNJDU	LTFLNJLF	NBWKJNB	RVDLNJPL	WOVLNJWO
EDSNNJED	LVTNNJLI	NPTUNJNT	RVEDNJOR	WRTWNJFD
EDVRNJ01	MARLNJMA	NWPVNJMH	RVSDNJRS	WSFDNJWS
ENVLNJEW				

3. Zone 3:

ABSCNJ02	EATNNJEA	LKWDNJLK	ORNTNJOE	SRCYNJ01
ALTWNJAL	EGTWNJET	LMVLNJLV	PGRVNJPG	SUCCNJSU
ATHGNJAH	EHCYNJEH	LNGNJHC	PHBGNJPH	SWBONJSW
AVLNNJ01	EMERNJEM	LOTPNJ01	PLBONJPB	TKHONJTK
BCHNNJ01	ERLKNJEL	LVLTNJSP	PLRMNJ01	TMRVNJTR
BDMNNJ01	FKRVNJ01	MCTWNJPN	PMTNNJPB	VLLSNJ02
BGTNNJBG	FKVLNJFK	MDFDNJ01	PNNKNJPN	VNHSNJVH
BNTNNJBN	FLRNNJFL	MGTNNJMI	PNTNNJPN	VNLDNJVL
BOTWNJBO	FNPKNJFP	MLDGNJ01	PNVLNJPV	VNTWNJ01
BRGTNJ01	FRDLNJ01	MLHLNJMH	PRPLNJPA	WASHNJWA
BRIGNJ01	FRHDNJFH	MLVLNJMI	PRTNNJPC	WDBINJDS
BRLNNJBR	GLBONJGB	MNHMNJMD	PSVLNJPL	WDBYNJWB
BRVLNJBE	HITNNJHI	MNHWNJ01	RBVLNJRB	WDPTNJWP
BURLNJBU	HKTNNJHT	MNJTNJ01	SALMNJSA	WDTWNJWT
BWMLNJ01	HMTNNJHA	MNTUNJWE	SICYNJSI	WHNGNJ01
BYVLNJBV	HOLMNJHO	MTHLNJMH	SMPTNJ01	WLTWNJ02
CDVLNJCD	HPWLNJHP	NEGPNJ01	SOVLNJSM	WLWDNJWI
CLSTNJCO	JMBGNJJA	NFLDNJNF	SPMLNJ01	WMFRNJ01
CMCHNJCH	LDVLNJLD	NSHNNJ01	SPWDNJSW	WRRNNJ02
DNVLNJRK	LEHTNJ01	NTCANNJ01	SRBGPAST	WYCKNJWK
DOVRNJDO	LKHRNJ01	OKLDNJ01		

(N)

Tariff page revised April 13, 2018 to reflect Company name change from Birch Communications, Inc. to Birch Communications, LLC DBA BirchComm, LLC.

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Effective Date: November 1, 2009

Birch Communications, Inc.  
 Christopher J. Bunce, Vice President, Legal and General Counsel  
 2300 Main St., Suite 600  
 Kansas City, MO 64108



**SECTION 14 – CLEARTEL SERVICES (1)**

14.1 Residential Price Packages

A. Home Value Line (2)(3)

(T)

1. Home Value Line is equipped with:

Basic Residential Line

2. Monthly Recurring Charges

Per Line Current Rate  
\$9.37

3. This product was formerly known as the following Cleartel product names:

<u>Former Cleartel Product Names</u>
Additional Line Flat Rate
Auxiliary Line-Res
Flat Rate Residence
Message Rate Residence

4. Non-Recurring Charges are located in Section 7 of this tariff.  
5. Rules & Regulations:

1. Miscellaneous Service Charges will apply – see Section 14.3 of this tariff.
2. Long Distance is available with this product and is rated at \$0.099/minute.
3. Features can be purchased at “a la carte” rates – see Section 4.2.3.C of this tariff.
4. The availability of certain features depends on ILEC feature availability.
5. Caller ID Customers must provide and connect their own compatible CPE.
6. Toll Free service is available with this product - see Section 5.1 of this tariff.
7. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
8. Product may not be available in all CLLIs.
9. An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Home Value Line. There is a maximum of 3 extensions per voicemail box.
10. Effective upon expiration of the initial or any subsequent term, the contract discount will expire. (C)
11. All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service (N)  
(N)

- (1) Effective September 18, 2009, any former Cleartel product listed in the Monthly Recurring Charges sections throughout Section 14 of this tariff will now be billed as the corresponding product being defined in that section.
- (2) Effective September 18, 2009 this product is Grandfathered and no longer available. (C)
- (3) Effective August 10, 2010, this product will be billed as BirchNet Value Line.

*Tariff page revised April 13, 2018 to reflect Company name change from Birch Communications, Inc. to Birch Communications, LLC DBA BirchComm, LLC.*

Issue Date: August 6, 2010

Effective Date: August 10, 2010

Birch Communications, Inc.  
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**SECTION 14 – CLEARTEL SERVICES, (Cont'd)**

14.1 Residential Price Packages, (Cont'd)

B. Home Connection (1)(2)

(T)

1. Home Connection is equipped with:

Basic Residential Line  
Caller ID Deluxe  
Call Waiting

2. Monthly Recurring Charges:

Per Line	<u>Current Rate</u>
	\$20.95

3. This product was formerly known as the following Cleartel product names:

<u>Former Cleartel Product Names</u>
Residential Basic
Residential Basic Plus

4. Non-Recurring Charges are located in Sections 7 of this tariff.  
5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 14.3 of this tariff.
- Long Distance is available with this product and is rated at \$0.099/minute.
- Declining free features does not reduce the package rate. Additional features can be purchased at “a la carte” rates - see Section 4.2.3.C of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 5.1 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Home Connection. There is a maximum of 3 extensions per voicemail box.
- Effective upon expiration of the initial or any subsequent term, the contract discount will expire.
- All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service

(C)

(N)

(N)

(1) Effective September 18, 2009 this product is Grandfathered and no longer available.

(C)

(2) Effective August 10, 2010, this product will be billed as BirchNet Basic Line.

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**SECTION 14 – CLEARTEL SERVICES, (Cont'd)**

14.1 Residential Price Packages, (Cont'd)

C. Home Essentials (1)(2)

(T)

1. Home Essentials is equipped with:

Basic Residential Line  
Unlimited Features  
Unlimited Local Intra-LATA Long Distance  
2,500 Minutes of Domestic Inter-LATA Long Distance

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Per Line	\$41.95

3. This product was formerly known as the following Cleartel product names:

<u>Former Cleartel Product Names</u>
Residential Enhanced
Residential Unlimited
DR Enhanced

4. Non-Recurring Charges are located in Sections 7 of this tariff.

5. Rules & Regulations:

1. Miscellaneous Service Charges will apply – see Section 14.3 of this tariff.
2. Long Distance is available with this product and is rated at \$0.099/minute.
3. Declining free features does not reduce the package rate. For a list of features, see Section 4.2.3.C of this tariff.
4. The availability of certain features depends on ILEC feature availability.
5. Caller ID Customers must provide and connect their own compatible CPE.
6. Toll Free service is available with this product - see Section 5.1 of this tariff.
7. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
8. Product may not be available in all CLLIs.
9. An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to Home Essentials. There is a maximum of 3 extensions per voicemail box.
10. Effective upon expiration of the initial or any subsequent term, the contract discount will expire.
11. All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service

(C)

(N)

(N)

1. Effective September 18, 2009 this product is Grandfathered and no longer available.
2. Effective August 10, 2010, this product will be billed as BirchNet Essentials.

(C)

*Tariff page revised April 13, 2018 to reflect Company name change from Birch Communications, Inc. to Birch Communications, LLC DBA BirchComm, LLC.*

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**SECTION 14 – CLEARTEL SERVICES, (Cont'd)**

14.2 Business Price Packages

A. BirchNet Value Line (1)

1. BirchNet Value Line is equipped with:

Basic Business Line

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Per Line	\$16.95

3. This product was formerly known as the following Cleartel product names:

<u>Former Cleartel Product Names</u>
Additional Line
Auxiliary Line
Business Basic
Message Rate Business

4. Non-Recurring Charges are located in Sections 7 of this tariff.  
5. Rules & Regulations:

1. Miscellaneous Service Charges will apply – see Section 14.3 of this tariff.
2. Long Distance is available with this product and is rated at \$0.099/minute.
3. Features can be purchased at “a la carte” rates – see Section 4.2.3.C of this tariff.
4. The availability of certain features depends on ILEC feature availability.
5. Caller ID Customers must provide and connect their own compatible CPE.
6. Toll Free service is available with this product - see Section 4.1 of this tariff.
7. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
8. Product may not be available in all CLLIs.
9. An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Value Line. There is a maximum of 20 extensions per voicemail box.

(1) Effective September 18, 2009 this product is Grandfathered and no longer available.

**SECTION 14 – CLEARTEL SERVICES, (Cont'd)**

14.2 Business Price Packages, (Cont'd)

B. BirchNet Basic Plus (1)

1. BirchNet Basic Plus is equipped with:

Basic Business Line  
Unlimited Features  
Unlimited Local Intra-LATA Long Distance  
Free Hunting

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Per Line	\$29.95

3. This product was formerly known as the following Cleartel product names:

<u>Former Cleartel Product Names</u> Business Enhanced Custopak Line
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4. Non-Recurring Charges are located in Sections 7 of this tariff.

5. Rules & Regulations:

1. Miscellaneous Service Charges will apply – see Section 14.3 of this tariff.
2. Long Distance is available with this product and is rated at \$0.099/minute.
3. Declining free features does not reduce the package rate. For a list of features, see Section 4.2.3.C of this tariff.
4. The availability of certain features depends on ILEC feature availability.
5. Caller ID Customers must provide and connect their own compatible CPE.
6. Toll Free service is available with this product - see Section 4.1 of this tariff.
7. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
8. Product may not be available in all CLLIs.
9. An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Basic Plus. There is a maximum of 20 extensions per voicemail box.

(1) Effective September 18, 2009 this product is Grandfathered and no longer available.

**SECTION 14 – CLEARTEL SERVICES, (Cont'd)**

14.2 Business Price Packages, (Cont'd)

C. BirchNet Essentials (1)

1. BirchNet Essentials is equipped with:

Basic Business Line  
Unlimited Features  
Unlimited Local Intra-LATA Long Distance  
2,500 Minutes of Domestic Inter-LATA Long Distance  
Free Hunting

2. Monthly Recurring Charges:

	<u>Current Rate</u>
Per Line	\$46.95

3. This product was formerly known as the following Cleartel product names:

<u>Former Cleartel Product Names</u>
Business Unlimited

4. Non-Recurring Charges are located in Sections 7 of this tariff.  
5. Rules & Regulations:

1. Miscellaneous Service Charges will apply – see Section 14.3 of this tariff.
2. Long Distance is available with this product and is rated at \$0.070/minute.
3. Declining free features does not reduce the package rate. For a list of features, see Section 4.2.3.C of this tariff.
4. The availability of certain features depends on ILEC feature availability.
5. Caller ID Customers must provide and connect their own compatible CPE.
6. Toll Free service is available with this product - see Section 4.1 of this tariff.
7. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
8. Product may not be available in all CLLIs.
9. An additional charge will apply when adding Birch Unified Messaging or Birch Voicemail to BirchNet Essentials. There is a maximum of 20 extensions per voicemail box.

(1) Effective September 18, 2009 this product is Grandfathered and no longer available.

**SECTION 14 – CLEARTEL SERVICES, (Cont'd)**

14.3 Miscellaneous Service Charges

**A. Facilities Charges**

The Facilities Charge provides for delivery of high quality services, including connecting customers to the network, customer service and network monitoring, updating operational systems, and the construction of a facilities-based network. The Facilities Charge is applied to each line. A Supplementary Facilities Charge is also applied to each line where Birch Long Distance service is used.

<u>Charge (per line)</u>	<u>Current Rate</u>
Facilities Charge	\$8.08

<u>Charge (per line with Birch LD)</u>	<u>Current Rate</u>
Supplementary Facilities Charge	\$5.00

**B. Carrier Access Recovery Charge**

The Carrier Access Recovery Charge funds a contribution towards higher costs of interconnection with other carriers. This charge is applied to each line.

<u>Charge (per line)</u>	<u>Current Rate</u>
Carrier Access Recovery Charge	\$2.99

**C. Regulatory Compliance Fee**

The Regulatory Compliance Fee covers costs associated with ongoing regulatory and compliance obligations, participation in regulatory proceedings, handling customer complaints with regulatory agencies, and negotiations with other regulated carriers. This charge is applied to each line.

<u>Charge (per line)</u>	<u>Current Rate</u>
Regulatory Compliance Fee	\$2.95

**D. Excessive Usage Charge**

If the Company determines that Customer's usage exceeds 2500 minutes on a Residential long distance plan or 2000 minutes on a Business long distance plan (except T-1 Plans) then the Customer shall forfeit eligibility for rates under this plan and (1) Customer will be charged an additional \$40 per month per line for as long as the excess usage or violation continues, (2) Customer will be moved to another Birch long distance plan unless an alternative plan is selected by the Customer, and/or (3) long distance service may be blocked without notice.

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**SECTION 15 – AMERICAN FIBER NETWORK (AFN) AND CLOSE CALL AMERICA (CCA)**

15.1 American Fiber Network (AFN) and Close Call America, Inc. (CCA) Services

A. BirchNet Basic Plus

The following products will change their name and begin billing as BirchNet Basic Plus beginning with their first Birch invoice.

Residential Additional Line  
Residential First Line  
Business Line

B. BirchNet Essentials

The following products will change their name and begin billing as BirchNet Essentials beginning with their first Birch invoice.

Residential First Line

C. BirchNet Value Line

The following products will change their name and begin billing as BirchNet Value Line beginning with their first Birch invoice.

Business Line	Residential Additional Line
Auxiliary Business Line	Residential First Line
Business Line Charge	Residential Line Charge
Local Service-Business	Standard Usage Package

D. Payphone services are equipped with :

Payphone Line	Free Non-Published Listing
Free 900/976 Block	Free International Direct Dial Block
Unlimited Local Intra-LATA Long Distance	



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**SECTION 15 – AMERICAN FIBER NETWORK (AFN) AND CLOSE CALL AMERICA (CCA)**

15.1 American Fiber Network (AFN) and Close Call America, Inc. (CCA) Services (cont'd)

E. Rates

The monthly recurring charge for this service is \$52.30

F. AFN and CCA PSP

The following products of AFN or CCA have been grandfathered and will be billed as “Payphone.”

Coin Line Flat Rate	Payphone Access Service
Coinless Payphone Access - Outward Only	Smart PAL
Coinless Payphone Access - Outbound Only	Smart Payphone
Interra Payphone Access Service	Smart Public
Interra Payphone Line Rate	PAL Message Rate
Payphone Access Line	

**SECTION 16 CORDIA, MYTEL, NORTHSTAR TELECOM**

16.1 Cordia, MyTel and NorthStar Telecom

The following products of Cordia, MyTel or NorthStar have been grandfathered. In addition, their name has changed to a current Birch product as outlined below.

1. The following products will be billed as BirchNet Essentials:

Bus. Adv. \$29.99	Cordia Select Unlimited
Cordia Business Complete Unlim	Cordia Unlimited Plan Promo 6
Cordia Complete Unlimited Plan	MyTel Unlimited Plan Addl Line
Cordia Preferred Unlmtd Multi Cordia Res. Unlimited Premium	NorthStar Unlimited T2
	NorthStar Unlimited T3

2. The following products will be billed as BirchNet Basic Plus:

Cordia Addl Line Unlimtd Local	Cordia Unlmtd Local & Regional
Cordia Addl Unlimited Resident	Freedom Basic
Cordia Business Extended	Freedom Local Regional & LD
Cordia Business Unlimited	MyTel Preferred Unlmtd Local Reg
Cordia Complete Unlimited Plan	MyTel Preferred Unlimited Plan
Cordia Preferred Local Unlimtd	MyTel Unlimited Calling Plan
Cordia Preferred Unlimitd Plan	MyTel Unlimited Local Regl
Cordia Select Local Unlimited	NorthStar Unlimited T1
Cordia Select Unlimited Plan	Unl. Adv. \$44.99
Cordia Unlimited Local+Global	Unlimited Advantage \$39.99
Cordia Unlimited Residential	Work Smart Package- CW,3W,ID
Cordia Unlimited Residential P	Z1 Unl Adv Plan \$44.99
Cordia Unlimited Value Plan	

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**SECTION 16 CORDIA, MYTEL, NORTHSTAR TELECOM**

16.1 Cordia, MyTel and NorthStar Telecom

3. The following products will be billed as BirchNet Value Line:

Account Single Line	Freedom Local Regional & LD
Area Exch 3A CKL Loc Chan SM	Message Rate Business
Auxiliary Line	Message Rate Residence
Basic Residential Service	MyTel Elite Calling Plan
Cordia Business Basic 100	Station Line
Cordia Business Complete Plan	Station Line Customer Package
Cordia Business Local Premium	Super Saver Plan \$21.99
Cordia Elite Plan	Super Saver Plan \$31.99
Cordia Total Package Plus	Super Saver Plan \$34.99
Cordia Total Package Standard	Touch Tone
Cordia Unlimited Value Plan	Touch Tone Per-Line Res
CustoPak Line	Work Smart Package-CF,3W,ID
Flat Rate Residence	Work Smart Package-CW,CF,ID
Flat Rate Residential	

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**SECTION 17 COVISTA COMMUNICATIONS**

17.1 Covista Communications

The following products of Covista Communications have been grandfathered. In addition, their name has changed to a current Birch product as outlined below.

A. The following products will be billed as BirchNet Essentials:

2.9 LD with Local	National Local
Basic Line	Premium National
Basic Plus	Residential Unlimited
Deluxe TERM 12	STANDARD LOCAL
Economy TERM 12	UNEL ECONOMY TERM
IQcumber Unlimited	12
Kiss Twelve	Unlimited National
local 35.99 plan	Regional Local
Local Plan	STANDARD LOCAL

1. The following products will be billed as BirchNet Basic Plus:

Standard Plan

2. The following products will be billed as BirchNet Value Line:

2.9 LD with Local	Local Plan
BAP Additional Line	local second line
Basic Line	Message Rate Business
Basic Plus	Regional Local
Deluxe TERM 12	Residential Unlimited
Economy MTM	STANDARD LOCAL
Economy TERM 12	Standard Plan
Flat Rate Residential Service	UNEL ECONOMY
Kiss Twelve	TERM 12
local 35.99 plan	2.9 LD with Local
Local Exchange Bundle	Basic Line

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**SECTION 18 ERNEST COMMUNICATIONS**

18.1 Ernest Communications

The following products of Ernest Communications have been grandfathered. In addition, their name has changed to a current Birch product as outlined below.

A. The following products will be billed as BirchNet Basic Plus:

ABM-BI-2c-24.20	EZPI-Z2-NJ-34.95	MotionInd-Flat-34.99
AllenEdmds-BI-2b-21.53	EZPI-Z3-NJ-36.95	MovieStop-Blended-25.68
AlliedBldgProd-Flat-31.75	EZ-Z1-NJ-29.95	Natl Vision-Flat-24.00
AMC-Flat-30.02	EZ-Z2-NJ-30.95	NJ- 26.95
APG-BI-2a-27.21	EZ-Z3-NJ-32.95	RAC-Flat-29.54
Bus-Spc	FleetPride-Flat-30.20	Red Rbn-BI-2b-VNJ-15.73
		RHF-22NJ-EZPI-Z3-VNJ-38.95
Calavo-BI-2b-20.58	Flint-BI-2b-26.23	Sm Bus-Z1-One-VNJ-19.95
CarToys-Flat-35.99	Fox&Hnd-BI-2d-25.91	Sm Bus-Z1-VNJ-24.95
Chicos-EZPI-27.87	Freeman-VNJ-15.95	
ChmChar-Z2-VNJ-w/3%Dsct-24.20	GameStop-Flat-28.10	Sm Bus-Z2-VNJ-24.95
ConsumerSource-23.56	GrtClps-EZ-Z2-NJ-27.95	Sm Bus-Z3-VNJ-29.95
CPS-EZPI-Z1-NJ-28.95	Habit OPCO-BI-2d-36.80	SP-EZPI-Z2-NJ-34.95
CPS-EZ-Z1-NJ-24.50	HCR-Flat-23.74	SP-EZ-Z2-NJ-28.95
	HealthyAdvice-EZPI-VNJ-34.95	SteinMart-Flat-25.45
CPS-EZ-Z2-NJ-24.50	iCore-BI-2b-20.32	Steris-BI-2d-26.16
Cranial-EZPI-Z2-NJ-26.99	Internap-BI-2b-23.59	Telesphere-BI-2b-28.47
CT NR-EZ-Z2-NJ-28.95	Interplastic-29.95	THD-BI-2a-25.43
CT NR-EZ-Z3-NJ-30.95	John Deere-Flat-28.00	TiresPlus-Flat-22.50
CTech21-Z1-NJ-24.95	LilyTransportation-Flat-29.93	TrueReligion-Flat-27.24
CTech21-Z3-NJ-29.95	Limited-BI-2d-29.12	TX Rdhse-BI-2b-25.99
Design W/Rch-BI-2b-19.18	Lincare-Flat Rate-30.75	Velocity-Flat-32.99
EMF-BI-2b-33.90	Lindt-EZPI-Z2-NJ-24.95	Wilshire-21.11
Empire-Flat-27.61	Lindt-EZPI-Z3-NJ-24.95	Zales-EZPI-Z1-NJ-23.75
Eurofins-Z2-VNJ-31.95	McJunkin-EZPI-OnNet-31.50	Zales-EZPI-Z2-NJ-24.66
Eurofins-Z3-VNJ-31.95		Zales-EZPI-Z3-NJ-26.48

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**SECTION 18 ERNEST COMMUNICATIONS**

18.1 Ernest Communications(cont'd)

B. The following product will change its name to BirchNet Value Line:

Local Meas-VNJ-18.95

C. The following products will changes their name to Remote Call Forward (RCF) or Remote Call Forward Additional Path (RCA):

Remote Call Forward-VNJ-Addl Path-14.66

Remote Call Forward-Spc

Remote Call Forward-VNJ-14.66