

**Consolidated Telephone Company**  
**Competitive Local Exchange Service Tariff**

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CONSOLIDATED TELEPHONE COMPANY  
COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF  
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CONSOLIDATED TELEPHONE COMPANY  
COMPETITIVE LOCAL EXCHANGE SERVICE TARIFF

SECTION 1. GENERAL

1.1 Purpose of the Company

Consolidated Telephone Company, hereinafter referred to as the Company, is a Competitive Local Exchange Carrier authorized to provide Competitive Local Exchange service within the territories certificated to it by the Nebraska Public Service Commission. The Company furnishes Competitive Local Exchange services in accordance with this tariff on file with the Commission.

1.2 Exchange Areas

The Company may provide services within the State of Nebraska where the Company facilities and equipment are available and technically feasible. Where suitable facilities are unavailable for provision of the services, special ICB (Individual Case Basis) construction of facilities may be necessary.

1.3 Tariff

1.3.1 Tariff Applicability

The rules, regulations and rates contained in this tariff apply to the general public located within the certificated service area of the Company and to all services rendered by the Company except as otherwise provided for in private contracts between the Company and a customer.

1.3.2 Inspection of Company's Tariff

A copy of the Company's tariff shall be on file for inspection at the business office of the Company during normal business hours. The Company shall not refuse permission to anyone requesting to inspect its effective tariffs, nor shall it require anyone to state a reason why they wish to do so prior to permitting access.

1.4 Explanation of Symbols Used in the Tariff

- A. Signifies a changed regulation.
- B. Signifies a discontinued rate, treatment or regulation.
- C. Signifies an increased rate or new treatment resulting in an increased rate.
- D. Signifies a grandfathered rate or service. Present customers may continue service until a move or a change of service occurs.
- E. Signifies a matter relocated, without change in rate, treatment or regulation.
- F. Signifies a new rate, treatment or regulation.



- G. Signifies a reduced rate or new treatment resulting in a reduced rate.
- H. Signifies a change in text only -- no change in rate, treatment or regulation.
- I. Signifies a correction.

1.5 Definition of Terms Used in the Tariff

Access: The ability of the subscriber to use the Competitive Local Exchange carrier's facilities for connection to the network, i.e. to place or complete local, intrastate, interstate and international telephone calls and other communications messages.

Access Line: The facility used by the exchange carrier to provide dial tone to a subscriber from the central office through and including the Network Interface on the subscriber's premises.

Airline Miles: The number of miles between two points calculated by using the shortest distance between the points involved.

Applicant: Any person or persons, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or any other entity requesting provision of service in accordance with this tariff.

Application for Service: A request made verbally or in writing for Competitive Local Exchange service including requests for a change in existing service.

Base Rate Area: The area in which basic access line service is furnished without mileage charges. Generally, this area is defined by the city limits of the town; however, other special rate areas may be designated for service without mileage charges.

Business Office: The office of the Company that handles customer billing, collections and applications for service.

Call: A customer telecommunication message attempted.

Central Office: An independent switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Channel: A path for communication between two or more stations, or central offices, furnished in such a manner as the Company may elect, whether by wire, radio or combination thereof.

Circuit: A channel used for the transmission of electrical energy in the furnishing of telecommunication services.

Class of Service: The various categories of service generally available to the customer, such as business access line service.

Commission: The Nebraska Public Service Commission.



Company: The Exchange Carrier, i.e. Company in this tariff.

Construction: All activities required by the Company in order to initiate, rearrange, discontinue or otherwise provide or modify services or facilities provided to the customer.

Cost: The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

Customer: Any person or persons, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or any other entity provided with Competitive Local Exchange service by the Company.

Customer Owned and Maintained Equipment (COAM): Any wiring, device or apparatus provided by the customer for which complete ownership and maintenance responsibility resides with the customer.

Disconnection: Discontinuance of Company service made at the request of the customer or at the option of the Company for nonpayment of service or other valid reasons.

Exchange: A unit, or geographical area, established by an exchange carrier for the administration of access line service in a specified area which usually embraces a city, town, or village and its environs. It consists of one or more central offices together with associated plant used in furnishing access line service in the area.

Exchange Area: The territory served by an exchange as specified in this Competitive Local Exchange Service Tariff and in which the Company is authorized to provide service.

Exchange Carrier: A Competitive Local Exchange telephone company operating under authority of a certificate of public convenience and necessity engaged in providing access line service and related telecommunications service, regulated and unregulated, to the public. An exchange carrier may provide interexchange service as authorized by the Commission.

Exchange Service: Competitive Local Exchange Service.

Extended Area Service (EAS): Telecommunications service whereby customers located in a given exchange may make calls to, and receive messages from, one or more other exchanges, or make calls to one or more other exchanges without toll charges.

Installation: Any activity required by the Company in order to initiate, provide, rearrange, or modify services or facilities for use by the customer.

Installation Charge: A non-recurring charge which may apply in place of or in addition to Service Connection charges and other applicable charges.

Interexchange Carrier: A telecommunications company that provides interexchange service.

Interexchange Service: The telecommunications service rendered by companies between points which are not both within a local calling area as established in the tariff of an exchange carrier.



Line Extension: An extension of facilities within the exchange area.

Local Channel: A channel connecting two or more stations within an exchange area or that portion of a channel connecting two or more stations within an exchange area.

Competitive Local Exchange Carrier: The exchange carrier.

Competitive Local Exchange Service: The telecommunications service provided within a local calling area, or exchange area, in accordance with this tariff.

Competitive Local Exchange Telephone Service: Competitive Local Exchange Service.

Message: A completed customer telephone call.

Network Interface: The point of connection between the customer's facilities and the exchange carrier provided access line, which is located on the customer's premises at a place deemed necessary to insure transmission quality, station grounding coordination and which is readily accessible to the customer and the exchange carrier.

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

Pay-per-call Services (900, 960 or 976 Services): Telecommunications services (a) which permit simultaneous calling by a large number of persons to a single telephone number, (b) for which the consumer is assessed, by virtue of completing the call, a charge that is not dependent on the existence of a presubscription relationship, and (c) for which the consumer pays a per-call or per-time-interval charge that is greater than or in addition to the charge for the transmission of the call.

Premises: The building or the adjoining portions of a building occupied and used by the customer; or all of the buildings occupied and used by the customer; or all of the buildings occupied and used by the customer as a place of business, which are located on a continuous plot of ground not intersected by a public highway or property owned by another.

Private Contracts: The agreements between the Company and a customer for the furnishing of service in instances where all or part of this tariff does not apply.

Service Charges: The nonrefundable charges a customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service in accordance with this tariff.

Station: Each telephone instrument location, whether main or additional, on the premises of a customer or authorized user.

Switch: A unit of dial switching equipment that provides interconnection between station lines or trunks.

Subscriber: The customer provided with Competitive Local Exchange service by the Company.

Tariff: The schedule of rates, tolls, rentals, charges, classifications, rules and regulations that are filed by telephone companies and approved by the Commission.

Tariff Sheet: An individual sheet or page of the Company's tariff.

Telecommunications Service: The provision of facilities for the transmitting and reception of messages, pictures and signals by means of electricity, electromagnetic waves, and any other kind of energy, force variations, or impulses whether conveyed by cable, wire, radiation through space, or transmitted by means of other media within a specific area or between designated points.

Telephone Company: Any person, firm, partnership or corporation engaged in the business of furnishing telecommunications services to the public by the authority of and under jurisdiction of the Nebraska Public Service Commission.

Toll Message: A completed telephone call or telephonic communication between an exchange station and another station not located within the same local exchange area as the calling station and for which specific charges for each such message are applicable.

User: The user of a service regardless of the identity or location of the customer of the service.



## SECTION 2. RULES AND REGULATIONS

### 2.1 Establishment of Service

#### 2.1.1 Application for Service

- A. All applications for service will be made in writing at the business office of the Company or by contacting the business office of the Company by telephone during normal working hours. A standard application form or service contract shall be completed for which the applicant must provide his or her full legal name, social security number, address and legal description, if necessary, of the property to be served. These applications become contracts when accepted in writing by the Company or upon the establishment of service.
- B. The applicant agrees to abide by the rules and regulations of the Company as specified in this tariff on file with the Commission. Any change in rate, rules or regulations shall act as a modification of the contract to that extent, without further notice.
- C. It shall be the responsibility of the customers or their agents to provide all easements, information and assistance as may be required by the Company for the installation of service on the customer's property. No service may be established until all easements have been provided without charge to the Company.
- D. Requests from customers for additional service and equipment may be made verbally. Unless otherwise specifically ordered by the Company, a move from one location to another within the same exchange area does not terminate the existing contract for service. Orders for such moves may be made verbally.

#### 2.1.2 Credit and Deposit Requirements

- A. To further public interest, the Company shall administer a fair and nondiscriminatory credit policy that is easily understandable and that extends telephone service to as many applicants as possible. Such policy shall be predicated upon the credit risk of the individual as evidenced by past experiences with telephone companies without regard to the collective credit reputation of the area in which the applicant lives.
- B. The Company may request a customer to make a cash deposit or to increase the customer's existing deposit to establish credit. The amount of deposit required shall not normally exceed the bill for exchange service and toll charges for two normal billing periods. An increase in the deposit amount may be requested if increased usage or additional services warrants it. The amount of deposit required by the Company will not exceed the guidelines set forth by the Nebraska Public Service Commission. The initial deposit shall be received in the Business Office before service will be established for the customer.
- C. The Company shall determine the credit standing of an applicant for service by referring to information about the applicant's prior telephone bill paying habits if the applicant has had service before or by referring to toll charges reasonably traced to the applicant but placed from the telephone of another if the applicant has not had



service before. Such prior telephone experience and information, if available, shall be the major factor in decisions about deposit amounts. The Company may also use employment information to verify names and past addresses of service applicants.

- D. If an applicant claims no past service or cannot demonstrate to the Company that the applicant has held service previously in the applicant's name, the Company may require a deposit.
- E. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation; nor constitute a waiver or modification of the regular practices of the Company that provide for the discontinuance of service for nonpayment of any sums due the Company for services rendered.
- F. The Company shall pay interest on a deposit at the minimum rate established by the Commission. Interest shall accrue following acceptance of the deposit, except that no interest need be paid on deposits held less than thirty (30) days.
- G. After disconnection of service and receipt of the final payment, the Company will promptly and automatically refund the customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills for service furnished by the Company. When the customer's deposit is applied to an unpaid bill, the Company shall render to the customer a statement showing the bill then due and unpaid, the amount of the deposit, together with the interest accrued thereon and the period covered thereby, and the balance due or remaining to the credit of the depositor.
- H. A transfer of service from one premise to another within the service area of the Company shall not necessitate the requirement of a payment of a second deposit, unless a final bill has been issued at the first address and the credit standing of the customer would otherwise require it.
- I. The Company will keep a record of each cash deposit until the deposit is refunded. The record will show:
  - 1. The name of each depositor;
  - 2. The amount and date of the deposit;
  - 3. Each transaction concerning the deposit.

### 2.1.3 Service Charges

- A. Service charges are nonrefundable charges that apply to customer initiated requests for the establishment of a class of telephone service, for the subsequent changes to that service, for reconnecting service which has been temporarily disconnected for nonpayment or for the establishment of other miscellaneous services.
- B. Service charges will apply to a move of a customer's service from one premises to another.



- C. Service charges apply in addition to any other scheduled rates and charges normally applying under the tariffs.
- D. The Company may request that service charges be payable at the time application is made for the particular service or facility or prior to the establishment of service or upon presentation of a bill.
- E. Service charges to connect, move or change telephone service are made separately according to components of work required. Component charges specified hereunder apply to standard installation. Installations of inside wiring and jacks are the responsibility of the customer. Installations requiring extraordinary construction or cost will be charged according to the provisions of Section 2.9 of this tariff.
- F. The Company may from time to time waive the service charges to connect, move or change telephone service for promotional purposes.
- G. Service charges may consist of any of the following charges:

Labor Charge — In some cases, an hourly rate will be charged for the time spent by Company employees on a customer's order. A half-hour minimum may apply.

Machine Charges — Machine Charges apply whenever the Company must use equipment to install service. Machine Charges apply when the work of the machine starts and stops and are billed in increments of tenths of an hour. A thirty-minute minimum applies.

Reconnect/Restoral Fee — Where service has been disconnected for nonpayment of any charges due or for failure of the customer to establish credit in accordance with regulation, the fee applies for reconnecting one access line being provided to a customer at one location.

Service Call Charge — Applies when the Company travels to the customer's premises and identifies a problem in the facilities on the customer's side of the demarcation point protector. Such facilities include, but are not limited to, inside wire, customer premises equipment or a customer's off-premises extension. The Service Call Charge includes one-half hour of time spent repairing or troubleshooting the customer's facilities. Additional time spent repairing the customer's facilities will be billed as Labor Charges. The Service Call Charge does not apply if the customer subscribes to the Monthly Maintenance Plan.

Service Order Charge — For work associated with receiving, recording and processing information necessary to execute a customer's request for initial establishment of telephone service, additions and moves or changes to existing service.



Travel Charge — Travel Charge - Applies whenever a customer's request for service requires a premises visit. The Travel Charge varies according to distance. For purposes of assessing the Travel Charge, all Consolidated exchanges are divided into zones. The Base Rate Area (BRA) covers the area up to and including one (1) mile from the central office or from the primary node. Zone A covers the area beyond the BRA up to and including seven (7) miles from the central office or from the primary node; Zone B covers the area from Zone A up to and including fifteen (15) miles from the central office or from the primary node; and Zone C covers the area beyond Zone B. If the customer subscribes to the Monthly Maintenance Plan and the travel was associated with repairs to inside wire or identification of problems in customer premises equipment, the Travel Charge does not apply. A Standard Travel Charge applies for travel to a job involving work on standard services, equipment and/or configurations.

Installation Fee — Customer shall be charged a one-time installation fee upon initiation of service.

## 2.2 Refusal and Disconnection of Service

### 2.2.1 Refusal of Service

Refusal of service by the Company shall occur when any of the following conditions exist:

- A. An applicant is indebted to this Company for services previously rendered at the same or a different address and the applicant refuses to liquidate the debt.
- B. An applicant does not agree to pay reasonable deposit, advance payment, or installation charges.
- C. An applicant, though not personally liable to the Company, is attempting to return service to an individual who is indebted to the Company.
- D. An applicant is unwilling to provide correct information or provides inaccurate information regarding any or all of the following: name, social security number, past telephone service, last employment, or previous address.
- E. An applicant is in violation of governmental or Company rules and regulations concerning evasion of payment, use of service for unlawful purposes, annoyance of other patrons, interference with or destruction of service facilities, or violation of service regulations.
- F. The Company may refuse to furnish or may discontinue telephone service to any person, firm or corporation upon written objection to the furnishing of such service made by or on behalf of any governmental law enforcement officer with authority to do so on the grounds that such service is or may be used for an illegal purpose.
- G. The Company may refuse to install or permit service to remain on premises where the telephone is available to the general public.

### 2.2.2 Disconnection of Service



A. The Company will not make indiscriminate disconnections without careful investigation of circumstances leading to disconnections. The Company may, however, discontinue service to any customer not abiding by or adhering to the rules and regulations of this tariff. Specifically, the Company has the discretion to disconnect service for any of the following reasons:

1. Failure to pay for services rendered, unwillingness to enter into a reasonable agreement with the Company to begin liquidating the debt, or failure to keep an agreement to liquidate a continuing debt subsequent to reasonable notice by the Company of the intent to disconnect service.
2. Failure to pay an increased deposit as described in Section 2.1.2.B within 10 days of the Company providing verbal notice or mailing written notice to the

customer of the increased deposit requirement. In the case of a customer who has mounted an extraordinarily high telephone bill for which the customer's existing deposit would not furnish security, the Company may disconnect service before the regular payment period after giving the customer due notice and an opportunity to provide proper payment of the bill.

3. The Company's facilities are damaged, tampered with or repaired by customer.

4. Access to customer property necessary to provide service is denied to the Company.

5. Use of service or Company owned facilities in an unlawful manner.

6. Use of Customer Owned and Maintained equipment by the customer which does not meet standards as specified in Section 2.6.4., or is likely to cause an unsafe or hazardous condition as defined by the Company.

7. The Company may discontinue or refuse to furnish telephone service to any person, firm or corporation who uses facilities furnished by the Company in a manner which could reasonably be considered abusive, threatening or frightening to others, or who uses Company facilities for harassment of others, or for the impersonation of another. Company personnel are not required to continue conversations with customers who use foul, abusive, obscene, or profane language.

B. The following procedures will be followed before a customer will be disconnected for nonpayment of a bill:

1. The Company's Notice of Disconnect will be clearly printed on each bill.

2. Notice periods may be shortened or waived in cases of fraud or illegal use or when it is clearly indicated that the customer is preparing to abandon the service.

C. Restoration of service following disconnection by the Company for nonpayment will require payment by the customer of a Reconnect Fee. In addition to payment of the past due balance, the customer must pay the Reconnect Fee prior to reconnection.

D. Customers responsible for payment of more than one telephone access line shall have all lines disconnected if any of the customer's lines would be disconnected under the Company's policy of disconnection for nonpayment. Reconnection will occur when payment is received in the Company business office for the entire balance due on all lines, the Reconnect Fees and a deposit if requested by the Company.



2.3 Initial/Minimum Contract Periods

A. Except as hereinafter provided or specifically stated in this tariff or where service is provided under a special written agreement, the initial (or minimum) contract period for all services shall be one month. Customers taking service for less than the minimum period will be billed for a minimum monthly charge including installation and other nonrecurring charges, if any, as specified under the appropriate rate schedule.

B. Where the provision of service requires special or non-standard types of arrangements of equipment or makes it necessary to construct or install additional or special facilities or equipment, the Company may require that a written contract be executed between the Company and the customer providing for a minimum contract period of more than one month at the same location.

2.4 Termination or Cancellation of Service by the Customer

2.4.1 General

Service may be terminated after the expiration of the initial contract period, upon the Company being notified, and upon payment of all charges due to the date of termination of the service. All cancellation or termination requests made to the Company by the customer shall be made at least five business days in advance of the desired termination date.

2.4.2 Cancellation Prior to Installation

When cancellation occurs prior to the start of installation or service by the Company, no charges will apply. Installation of facilities for a customer is considered to have started when the Company has incurred any expense in the connection therewith, or the preparation thereof, which it would not have otherwise incurred, provided the customer had advised the Company to proceed with such installation.

2.4.3 Termination Prior to Expiration of Contract Period

Service may be terminated prior to the expiration of the initial contract period upon notice being given to the Company, and upon payment of the termination charges specified hereunder, in addition to all charges due for service which has been furnished:

A. Where service for which the initial contract period is one month, the charges due include payments for the balance of the initial month.

B. Contracts for periods of longer than one month covering services whose installation requires special or non-standard types of arrangements of equipment or makes it necessary to construct or install additional or special facilities or equipment may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original customer.



## 2.5 Billing Procedures and Payment Requirements

### 2.5.1 General Policies

- A. The customer is required to pay all charges for exchange services and facilities and for toll messages including calls placed from the customer's telephone, calls charged to the customer's telephone number, and collect toll messages which have been accepted at the customer's telephone.
- B. Recurring charges will be billed monthly in advance and toll charges will be billed in arrears. Nonrecurring and toll charges shall be assessed at the time such service is provided and billed as a part of the next regular monthly bill. When service does not begin or end on the first day of a billing month, the charges or fractional part thereof will be prorated in the ratio number of days involved to thirty (30) days.
- C. Special billing may be made by the Company to any customer where the total amount due the Company becomes unusually high without valid reason, or when the customer cancels service. Any special billing not paid on demand shall be considered delinquent.
- D. Bills to customers will be typed, machine printed, or, upon election of Customer electronically available, rendered regularly, and shall contain a listing of the type of service rendered, the related charges, and the total bill for such services. The Company shall provide the customer with a breakdown of local service charges upon request. Itemized toll statements shall be included in each bill for toll providers for which the Company provides billing and collection services.
- E. If a dispute between the customer and the Company occurs regarding any bill, prompt investigation will be made and the results given to the customer. During the investigation, disconnection of service will not occur provided the balance of the bill not in dispute is paid. If the investigation does prove the disputed billing is correct under the regulations of the Commission, and the customer still will not pay the amount due, the Company may then disconnect service. The customer, or the Company, may make application to the Commission for review. Their decision will be final, subject only to legal redress as the parties involved may choose to exercise. The Commission may prohibit such disconnection pending review of the dispute.
- F. An adjustment of charges for over-billing by the Company will be made for the full amount of excess charges.
- G. The Company will maintain records of past customers for the period of time specified by the Federal Communications Commission's Records Retention Schedule and in accordance with any requirements set forth by the Nebraska Public Service Commission. The Company shall make these records available to other utilities engaged in credit checks in accordance with Federal laws.



### 2.5.2 Taxes and Surcharges

Any applicable taxes or surcharges which are levied or imposed on the Company by any taxing authority or other governmental agency, such as the Federal Communications Commission (FCC) or the Nebraska Public Service Commission (NPSC) for direct charge to the customer shall be added to the customer's regular monthly billing. These taxes and surcharges will be charged on a proportionate basis to all customers receiving service within the jurisdiction of such governmental agency. Such taxes and surcharges include sales taxes, federal excise taxes, applicable franchise taxes, occupation taxes, license taxes, E-911 or NG911 Surcharges, Dual Party Relay Surcharges, FCC Subscriber Line Charges or other such charges as may be mandated by the FCC, the NPSC or any other taxing authority or governmental agency having jurisdiction over the Company.

### 2.5.3 Insufficient Funds Checks

- A. Checks on banks will be accepted for payment of bills or other amounts due to the Company.
- B. If the customer submits payment for service using an insufficient funds check, the Company will pass on to the customer any penalties, charges or fees assessed by the bank.
- C. Upon receipt of an insufficient funds check, the Company will follow these procedures:

The Company will call the bank to verify that there are adequate funds in the customer's account to return the check.

- 1. If the customer's bank indicates that adequate funds do not exist, the Company will attempt to contact the customer by telephone to notify the customer of the insufficient funds check and to make other payment arrangements. The customer will be given an additional two (2) days to pay the bill by money order or cashier's check before being subject to service disconnection.
  - 2. If the bank indicates that adequate funds do exist in the customer's account, the Company will resubmit the check for payment.
- D. If any customer renders two insufficient funds checks during a twelve (12) month period the Company shall notify the customer that subsequent payments must be made by cashier's checks or money orders.

## 2.6 Responsibilities of the Customer

### 2.6.1 General

- A. Customers of the Company shall be responsible for the prompt payment for all services rendered by the Company. Failure to receive a bill for any given period of time will not relieve the customer of the customer's financial obligation. Payments may be made to the Company business office or authorized collecting agents, in person, by mail



or to employees when authorized in accordance with the tariff rate schedules contained herein. Only properly appointed and identified employees or agents of the Company are authorized to receive customers' payments.

B. The customer may not damage, tamper with or attempt to repair any Company-owned facilities on the customer's premises, or apparatus connected to such without written consent of the Company. In the event there are available evidences that a customer manipulates or tampers with any service or Company-owned facilities, the Company shall have the right to immediately discontinue service without notice. The customer is responsible for and shall be liable for damages to the facilities of the Company caused by negligent or willful acts of the customer or the customer's authorized agents and users, including the reimbursement of the Company for any losses through theft, fire, or vandalism occurring as a result of such negligence.

C. In no case shall the Company be required to work in an unsafe or hazardous condition, or to place in jeopardy or possible harm its personnel or facilities.

D. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities; the customer agrees to pay the Company's current charges for such changes.

#### 2.6.2 Access to Customer Premises

A. A properly identified employee of the Company shall have access to the premises of a customer at all reasonable times for the purpose of conducting business.

B. If after a reasonable effort and proper notice on the part of the Company, access cannot be gained to the premises, the Company may discontinue service if there is a requirement to do so until such access can be gained.

#### 2.6.3 Change of Occupancy

A. When a change of occupancy or legal responsibility takes place on any premises served by the Company, notice shall be given in writing or verbally within a reasonable time prior to such change. The outgoing customer is responsible for all service charges, including toll, until such notice has been received by the Company.

B. The Company may disconnect service for the former occupant and reconnect service, with a different telephone number, for the new occupant.

#### 2.6.4 Customer Owned and Maintained Equipment (COAM)

A. Customer provided terminal equipment and customer provided communication systems may be connected with the facilities furnished by the Company for telephone services as provided in these conditions and as set forth in the FCC registration program contained in Part 68, Chapter 1, Title 47 of the Code of Federal Regulations. The customer is responsible for all installation, operation, and maintenance and compliance to all laws, rules and regulations for equipment and facilities provided by the customer for interconnection with the Company's facilities in accordance with the rules governing



customer owned and maintained equipment (COAM) as set forth in this section. Any damage or harm caused by customer actions or failure to act on the customer side of the point of interconnection shall in no way be a liability of the Company.

B. Where telephone service is used in connection with customer provided terminal equipment or communication systems, the operating characteristics of such equipment or systems shall be such as to:

1. Not interfere with any service offerings by the Company.
2. Not endanger the safety of Company employees or the general public.
3. Not damage, require change in or alteration of equipment or other facilities of the Company.
4. Not interfere with the proper function of the Company's equipment or facilities.
5. Where telephone service is used in connection with customer provided terminal equipment or communication systems, the operating characteristics of such equipment or systems shall be such as to:
6. Not impair the operation of the telephone network or otherwise injure the public in its use of the Company's services.

C. Upon notice from the Company that the customer provided equipment or system is causing or is likely to cause a hazard or interference, the customer shall make such changes as shall be necessary to remove or prevent such hazard or interference. The customer shall be responsible for the payment of all Company charges for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer provided equipment or facilities.

D. The Company shall not be responsible for the installation, operation or maintenance of any customer provided equipment or systems. Telephone service is not represented as adapted to the use of such equipment or systems. Where such equipment or systems are connected to Company facilities, the responsibility of the Company shall be limited to the furnishing, operation and maintenance of such facilities in a manner suitable for telephone service. The Company shall not be responsible for the through transmission of signals generated by customer provided equipment or systems, the quality or defects in such transmission, or the reception of signals by customer provided equipment or systems.

E. The Company shall not be responsible to the customer if changes in these conditions or in any of the facilities, operations or procedures of the Company render any customer provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance.

F. Where any customer provided equipment or system is used with telephone service in violation of any of these conditions, the Company will take such



immediate action as necessary for the protection of the network and will properly notify the customer, in writing, of the violation. The customer shall discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company within two (2) days following the receipt of written notice from the Company that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this tariff.

G. The customer with COAM equipment interfacing with the facilities of the Company is responsible to determine whether the COAM equipment is operating properly prior to reporting any trouble to the Company. The Company is not obligated to make any tests of its facilities until the customer has completed testing the COAM facilities and determined the trouble to be in the Company's equipment. If the Company finds upon testing that the trouble was either in the customer's inside wire or in the COAM equipment and not in the Company's equipment, appropriate service charges will apply.

#### 2.6.5 Unauthorized Attachments

Unauthorized attachments to facilities provided to the customer may be removed by the Company without notice. Where it can be reasonably determined that the customer intended to defraud or avoid payment to the Company, complete service may be revoked and the customer may be held liable for back charges for services and installation of the unauthorized attachment, as though the Company had installed the service.

#### 2.6.6 Use of Service for Unlawful Purposes

All Company service is provided subject to the condition that it will not be used for any unlawful purpose; nor may the Company operate outside the law or allow to be operated any service or facilities belonging to the customer, or the Company, which might be or could become a danger or hazard to the employees, property, or agents of the Company or the public in general. Any damages, injuries, or harm caused by the negligence of the customer shall be the responsibility of the customer and in no case may the Company be held liable.

#### 2.6.7 Damage to Company Facilities

Any damage to Company facilities by customers, contractors or others must be paid for by the same, if the Company was not given sufficient notice to locate facilities, usually 48 hours, before commencement of the work that endangered Company facilities.

### 2.7 Responsibilities of the Company

#### 2.7.1 General



A. The Company's obligation to furnish Competitive Local Exchange telephone service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities.

B. The Company shall make its services available to applicants, without discrimination and in accordance with applicable Federal, State and local laws and its tariffs, as a regulated Company under the jurisdiction of the Nebraska Public Service Commission.

C. This tariff of the Company governs the outgoing service of a customer and in no manner guarantees the customer to the same incoming service. All incoming service of a customer depends upon and is limited by the right of a calling customer to such service.

D. The Company shall not be responsible for the customer's conformance to any applicable laws, regulations or ordinances, or for any harm caused by the customer's neglect.

#### 2.7.2 Intentionally Left Blank

#### 2.7.3 Telephone Numbers

A. The customer has no property right in the telephone number or any right to continuance of service through any particular central office. The Company may alter or change the telephone number or the central office designation, or both, of a customer whenever, in its sole discretion, it may be required to meet service demands.

#### 2.7.4 Use of Connecting Company Lines

Facilities of other Competitive Local Exchange or interexchange carriers may be used in establishing connections to points not reached by this Company's lines. In establishing connections with the facilities of other such companies, the Company does not assume any liability for any action of the connecting company.

#### 2.7.5 Defacement of Premises

The Company shall exercise care in all work done on a customer's premises. No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's facilities, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company, or its employees.

#### 2.7.6 Service Interruption

A. In the event of a service interruption, restoration of service, to the extent practical, will be made in the following sequence:

1. Emergency services to: Medical, Fire, Law Enforcement, Highway Maintenance, Civil Defense and other utilities.
2. Business



3. Residence
4. All other facilities not affecting main station service.

B. If necessary to maintain working Central Office Equipment in the event of an emergency, service will be disconnected in the reverse of the above restoral sequence.

C. The Company does not guarantee uninterrupted service. In the event the customer's service is interrupted and service outages are properly reported by the customer and for which the customer is not at fault, nor negligent, an adjustment to the regular monthly service charge is allowed as follows:

1. No allowance is given for a service outage whose duration is less than forty eight (48) hours after receipt of the outage notice from the customer.

2. In the event the customer's access line service is interrupted in excess of forty eight (48) hours after being reported or found to be interrupted, the Company shall, upon request, refund the pro rata portion of the month's charge for the period of days during which such access line service was interrupted. Provided however, if access line service is interrupted as the result of widespread disaster, and other than by the negligence or willful act of the Company, no refund shall be required unless the access line service remains interrupted for a period in excess of seven (7) days. This refund may be accomplished by a credit on a subsequent bill for Competitive Local Exchange service.

D. Customers eligible for a refund shall notify the Company, specifying the outage period, date and time of restoration. The Company will, upon verification, make appropriate adjustments in a future billing to the customer. No other liability shall in any case attach to the Company due to interruptions of service.

#### 2.7.7 Limits of Company Liability

A. The Company will exercise all reasonable diligence to furnish and deliver regular and continuous service to the customer but will not be liable for damages caused by interruption, shortages, irregularities or failures due to accidents, interference by third parties or conditions beyond the reasonable control of the Company.

B. When, in the judgment of the Company, the continued provision of service becomes unsafe; or where Federal, State or local regulations place operational restriction(s) upon the Company because of unsafe or hazardous situations, or other unusual conditions including strikes or lockouts; service as provided for in this tariff may be temporarily suspended by the Company. In so doing, the Company shall endeavor to minimize such suspension. However, the Company assumes no liability for the inconvenience or damages suffered by the customer during such periods.

C. The Company reserves the right to temporarily suspend service when repair, modification or improvement to the system is necessary. If not precluded by emergency conditions, the Company will make a reasonable effort to give notice to the customer either through the use of public media or individual communication. Repairs or



improvements will be completed expeditiously and so far as it is reasonably possible, the work will be performed at a time that will cause the least amount of inconvenience to the customer.

D. The customer's facilities and equipment shall conform to all applicable laws, regulations, or ordinances as may be effective and the conditions of this tariff. The Company does not express, imply or warrant the adequacy, safety or other characteristics of customer-owned or operated equipment of virtue of any inspection or rejection of facilities. The Company shall not be held liable in any way for customer-owned and maintained equipment which causes or may cause a hazardous, unsafe or dangerous condition, or threatens the health of others, even though such facilities were inspected by the Company.

## 2.8 Customer Complaints

A. Customer complaints against the Company shall be made first directly to the Company. The Company shall allow complaints to be accepted and processed in a simple manner and form. Every complaint shall be promptly investigated in a fair manner and the results reported to the complainant. If the report of the investigation is made orally, the Company shall provide the complainant, upon request, the report in writing. If the Company fails to resolve a complaint to the satisfaction of the complainant, the Company shall, upon request, inform the complainant of the availability of the Commission to review the Company's investigation and the Company shall provide the complainant with the address and telephone number of the Commission:

Nebraska Public Service Commission  
300 The Atrium, 1200 "N" Street  
P.O. Box 94927  
Lincoln, Nebraska 68509-4927  
(402) 471-3101  
(800) 526-0017

B. The Company shall refrain from suspending or terminating service for non-payment during the pendency of a complaint before the Company or the Commission, unless otherwise provided by the Commission; provided however, that as a condition of continued service during the pendency of such dispute, a customer shall pay the undisputed portions of any bill for service.

## 2.9 Special Services and Construction

A. All rates and charges set forth in this tariff are for the provision of service, equipment, and facilities in normal locations, and under normal working conditions as defined by the Company. When special installation, construction or modification of facilities, equipment, operations or services is required or when other unusual service is performed, additional charges may apply and will be developed as such conditions require. Special charges may arise when, at the request of the customer, the Company constructs or installs facilities in order to provide service, or undergoes significant changes in operation to provide the requested service, and one of the following conditions exist:



1. There is no general requirement for the facility or service other than that of the customer requesting the facility or service.
  2. The facilities or service are of a type other than that which the Company would normally provide.
  3. The Company must purchase, construct or otherwise incur greater expense to provide the requested facilities or service than it would otherwise deem necessary in order to fulfill the initial service requirement.
  4. The Company is required to expedite service at a greater expense than that which it would otherwise incur.
  5. The Company constructs or provides temporary facilities or service for a period during which permanent facilities are under construction or not required.
  6. The revenue to be derived from the service is not sufficient to warrant the Company assuming special construction or service costs.
- B. Special services and facilities, may be furnished pursuant to special contract for such period as may be agreed upon, provided such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Company.
- C. In the event any such special service or facility or the use made thereof interferes with the furnishing of telephone service by the Company, the Company may terminate such contract and cease to furnish such special service or facility after thirty (30) days written notice to the customer.
- D. Applicants who desire special services and construction normally covered by the tariff may request an estimate of the cost, time to construct and probable monthly recurring charge for the provision of such services. The Company will arrange for an inspection of the property and take whatever action necessary to develop the appropriate cost estimate as soon as possible. Special construction estimates shall take into account all pertinent information regarding the Company's plans for expansion and new construction, other service potentials, additional customers and related information.
- E. Upon completion of the estimate and approval by the Company, the applicants may, at their option, do any of the following:
1. Contract with the Company to construct the required facilities in accordance with terms and conditions to which both parties mutually agree. Such contract shall not be valid, nor binding on either party until approved by the Company.
  2. Notify the Company that the application is being withdrawn and terminate further proceedings without incurring any liability or obligation.



## SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

### 3.1 Competitive Local Exchange and Extended Area Service

#### 3.1.1 Description of Competitive Local Exchange Service

Competitive Local Exchange service is available to residential and businesses located within the exchange area defined in this tariff through facilities owned and operated by the Company. In addition to providing for communication between stations within an exchange area, Competitive Local Exchange service is used to establish and maintain connection between an exchange station and other facilities in connection with interexchange service or extended area service calls.

#### 3.1.2 Application of Rates

A. Rates for Competitive Local Exchange service are applied per access line ordered by the customer. The access line rate for Competitive Local Exchange service entitles the customer to calls to all local stations connected to a central office of the same exchange and, if EAS is available, to all local stations served by central offices of the extended area service exchanges.

B. Business Access Lines are available from the Company. Business Access Line Rates will apply.

C. Service Charges will apply to all customer orders for Competitive Local Exchange Service access lines from the Company.

1. Service Charges will apply for establishing of telephone services and subsequent additions to that service.

2. Service Charges will apply to all changes of subscriber's service from one premises to another.

3. Service Charges are in addition to any other scheduled rates and charges which apply, including Mileage Charges or Construction Charges which apply to unusual costs in establishing service.

#### 3.1.3 Suspension of Service

A. Upon request of the customer, Competitive Local Exchange service may be temporarily suspended for a period of one month or more. No service will be provided during the period of suspension, except that the ability to call the Company office and 911 will be maintained. The service records, including the telephone number, will remain unchanged during the suspension. Only one period of suspension, not to exceed nine (9) months, is allowed in any calendar year. Suspension or restoral of service may begin on any work day of the month provided reasonable advance notice is provided by the customer.

B. During the period of service suspension, the customer is not charged for service.



- C. A Restoral Fee will apply when the customer's full service is restored.

### 3.2 Trunk Hunting

#### 3.2.1 General

In instances where more than one access line terminates at the customer's business, trunk hunting is available; however, in certain situations, one or both telephone numbers must be changed to provide the service. The access lines or trunks are arranged in such a way that an incoming call will be passed to the next available line in sequence should the number dialed be in use.

#### 3.2.2 Application of Rates

- A. Trunk Hunting is charged at monthly rates per trunk/access line; however, the charge is not applied to the first trunk/access line in the hunt group. Trunk Hunting charges are in addition to monthly charges for Access Line Rates.
- B. If Trunk Hunting is ordered at the time Competitive Local Exchange Service is initially ordered, no additional service charges will apply.
- C. Changes of existing service to Trunk Hunting after the initial order for Competitive Local Exchange Service will require payment of a Service Order Charge.

### 3.3 Custom Calling Features

#### 3.3.1 General

Central Office Calling Features are optional features offering customers convenience and greater control over the use of their telephone service. Central Office Calling Features may be provided on individual lines, hosted phone lines and key business lines. PBX customers and semipublic telephone services are excluded.

#### 3.3.2 Features

- A. Automatic Recall: Call the last person who called you, whether you answered or not.
- B. Automatic Call Rejection: Send anonymous calls to an announcement so you will not be bothered by telemarketers and pranksters who block their numbers.
- C. Call Acceptance: Secure your modem and fax machine by providing a list of authorized phone numbers. Limit incoming calls to those on your Call Acceptance list.

- D. Call Forwarding (All Calls): Send all your calls to another number, anytime you wish.
- E. Call Forwarding (No Answer): Direct incoming calls to another local number if there is no answer after five rings.
- F. Call Forwarding (When Busy): Forward incoming calls to another number when your line is busy.
- G. Caller ID: Displays the phone number, name, time, and date of the calls you receive.
- H. Caller ID with Call Waiting: Identify callers before you interrupt your current conversation. Compatible with Caller ID equipment is required.
- I. Call Rejection: Avoid unwanted callers by defining a list of phone numbers that you want rejected.
- J. Distinctive Ringing: Have up to four numbers on the same line, each with a distinctive ring. List each number in the directory at no extra charge.
- K. Do Not Disturb: Set your phone to give a busy signal to incoming calls, yet remain able to make outgoing calls.
- L. Last Number Redial: Automatically redial the last incoming call.
- M. Per Call Blocking: Each time you place a call, your name and number are released to the person you have called.
- N. Per Line Blocking: Keep your name and number from being displayed on someone else's Caller ID equipment without entering a special code each time you call.
- O. Phone Lock: Protect line from unauthorized use by blocking "900" or direct dialed calls. Use your Personal Identification Number to override such restrictions on a per call basis.
- P. Priority Call: Identify callers with a unique ring or distinctive call waiting tone.
- Q. Reminder Call: Set phone to ring at a certain time.
- R. Reserved for Future Use.
- S. Reserved for Future Use.
- T. Speed Calling: Store up to 30 numbers to save time dialing.
- U. Three-Way Calling: Allow for talking to two people at once.



3.3.3 Application of Rates

- A. Central Office Calling Features are charged at monthly rates per access line. Central Office Calling Features charges are in addition to monthly charges for Access Line Rates.
- B. Customers subscribing to Central Office Calling Features may purchase features in packages.
- C. When Central Office Calling Features are requested with the original order for Competitive Local Exchange Service, additional Service Order charges will not apply. When any Central Office Calling Feature is ordered or changed after Competitive Local Exchange Service is initially ordered, a Service Order Charge applies.
- D. Recurring and Nonrecurring charges associated with Central Office Calling Features may be waived by the Company from time to time for promotional purposes.

3.4 911 Service

3.4.1 Description of 911 Emergency Service

- A. 911 Emergency Service shall mean a telephone service that provides a subscriber with the ability to reach a Public Safety Answering Point (PSAP) for the purpose of reporting emergencies, by dialing the digits 911. A PSAP may be a local fire station, the local police station, the county sheriff's office or some other specified central point as determined by the governing body. The serving arrangement and the type of equipment to be used for the provisioning of 911 Service in a particular 911 area shall be determined by the governing bodies having jurisdiction over such area and by availability of facilities.

3.4.2 Liability of the Company

- A. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures or malfunctions of this service or any part thereof whether caused by the negligence of the Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit that may be given for an out-of-service condition as specified in this tariff.
- B. The 911 service Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, damages, expenses, suits or other action, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted or asserted by the customer or by any other party or person, for personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, arising out of or resulting from the customer's acts or omissions.
- C. The 911 service Customer agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use



of 911 Service and the equipment associated therewith, including, but not limited to, the identification of the telephone number used by persons accessing 911 Service, and which arises out of the negligence or other wrongful act of the 911 customer, its users, agencies or municipalities, or the employees or agents of any one of them.

### 3.4.3 Billing Responsibilities of the Company

A. The Company will assess a 911 Service surcharge, upon 90 days' written notice from the governing body, to all subscribers who are within the jurisdiction of a governing body that is making a request to the Company under Nebraska law.

B. The Company will change the amount of the 911 Service surcharge when notified by the governing body by certified or registered mail no less than 90 days before the new rate becomes effective.

## 3.5 911 Subscriber Records Service

### 3.5.1 General

A. 911 Subscriber Records Service is available to 911 service Customers. Subscriber records consist of the names, addresses and telephone numbers of the Company's subscribers.

B. Company subscriber names, addresses and telephone numbers provided to a 911 service Customer are proprietary data and may be used solely for the purpose of identifying the location or identity of a person calling a 911 PSAP.

C. Company subscriber information may not be used or disclosed by 911 system agencies, their agents or their employees for any other purpose except under a court order. Subscriber records provided by the Company may not be duplicated except for the purpose of database backup to protect the integrity of the system. Upon termination of 911 Subscriber Records Service, the customer will return the records to the Company, or upon the Company's approval, records may be destroyed by the customer.

## 3.6 Total Toll Restriction

### 3.6.1 General

Total Toll Restriction allows customers to restrict the placement of 1+, 0+, or international calls from their access lines. 1+, 0+, or international restrictions may be ordered separately or in combination.

### 3.6.2 Application of Rates

A. Total Toll Restriction is charged at a monthly rate per access line. Total Toll Restriction charges are in addition to monthly charges for Access Line Rates.

B. A Service Order Charge and Central Office Charge will apply at the time Total



Toll Restriction is ordered by the customer. If Total Toll Restriction is ordered at the

time Competitive Local Exchange Service is initially ordered, only one Service Order Charge and Central Office Charge will apply for the entire customer order. If the Company requires that Total Toll Restriction be placed on the customer's line, no non-recurring charges will apply.

### 3.7 Miscellaneous Services

#### 3.7.1 Telephone Number Change

If a customer wants his/her telephone changed, regardless of whether it is published, unlisted or unpublished, a Service Order Charge and Directory Charge will apply.



#### SECTION 4. RATE LIST

4.1	<u>Competitive Local Exchange</u>	<u>Charges</u>
	Business Monthly Rate	\$27.50
	Residential Monthly Rate	\$19.95
4.2	<u>Total Toll Restriction</u>	\$1.50/line /month
4.3	<u>Line Extensions</u>	
	Excess Construction Charge (per one-tenth route mile or fraction thereof)	\$120.00
4.4	<u>Trunk Hunting</u>	
	Trunk Hunting	\$5.00/line/ month
4.5	<u>Custom Calling Features</u>	

Feature	Monthly Charges/Line
Anonymous Call Rejection	\$1.00
Call Acceptance	\$2.00
Call Forwarding-All Calls	\$1.50
Call Forwarding (When Busy) for Residential	\$3.00
Call Forwarding (When Busy) for Business	\$5.00
Call Forwarding-No Answer	\$2.00
Call Rejection	\$2.00
Call Waiting with Caller ID	\$4.50
Caller ID	\$4.50
Distinctive Ringing	\$2.50
Do Not Disturb	\$0.50
Last Number Redial	\$1.00
Per Call Blocking	\$1.00
Per Line Blocking	\$1.00
Phone Lock	\$2.00
Priority Call	\$2.50
Reminder Call	\$1.00
Speed Calling - 30 numbers	\$1.50
Three-Way Calling	\$1.50

Custom Calling Feature Packages:	Monthly Charges per Line
Big Three Package (includes Call Waiting, Call Forwarding-All Calls and 3-Way Calling)	\$3.00
Internet Basics Package (includes Call Forwarding-All Calls, Caller ID, 3-Way Calling, and a choice of either Call Forwarding-Busy or Voice Mail)	\$7.95
Office Essentials Package (includes Call Waiting, Caller ID, Distinctive Ring, and Voice Mail)	\$9.95
Privacy Package (includes Caller ID-Per Line Blocking, Non-Published Telephone Number, Priority Call, Call Rejection or Call Acceptance)	\$6.95
Small Business Services Package (includes Call Forwarding-Busy, Three-Way Calling, Caller ID, and Distinctive Ring)	\$7.95
The Works Package (includes Call Waiting, Call Forwarding-All Calls, 3-Way Calling, Speed Calling, Reminder Call, Do Not Disturb, and Last Number Redial)	\$5.00

#### 4.6 Operator and Directory Assistance Services

Operator Service Charges applied by the providers of the services.

Directory Assistance Charge \$0.95/call

#### 4.7 911 Subscriber Record Service

Establish Records Service Database ICB  
Periodic Updates ICB

#### 4.8 Insufficient Funds Check \$25.00\*

\*The Company will also pass on to the customer any charges assessed by the bank.

#### 4.9 Service Charges

Labor Charge per Technician \$55.00 per ½ hour  
Labor Charge per Specialist \$75.00 per ½ hour  
Reconnect/Restoral Fee — Non-Payment \$25.00  
Service Call Charge \$50.00  
Service Order Charge \$10.00



4.10 Travel Charges

Within BRA	\$12.50/hr	\$25.00/hr
Within Zone A	\$22.50	\$45.00
Within Zone B	\$32.50	\$65.00
Within Zone C	\$42.50	\$85.00