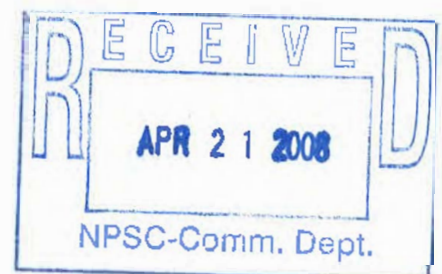


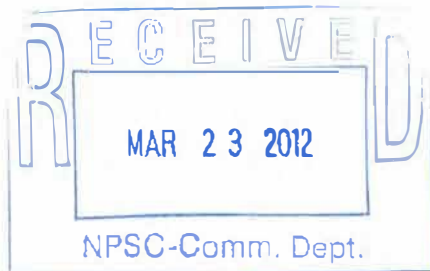
Telephone Service Tariff of
Cambridge Telephone Company
Cambridge, Nebraska



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Section 1. GENERAL

1.1. Purpose of the Company

The Cambridge Telephone Company, hereinafter referred to as the Company, is a telephone company utility authorized and obligated to serve within the territories certificated to it by the Nebraska Public Service Commission (Commission). The Company furnishes telecommunication services as a public utility in accordance with this tariff on file with the Commission.

1.2. Exchange Areas

1.2.1. Exchange Area Description

The exchange area of each exchange includes the urban area and the rural territory surrounding each town as reflected on the exchange area maps. Cambridge Telephone Company is authorized to provide service for the following exchanges:

Bartley, Nebraska
Cambridge, Nebraska

1.2.2. Exchange Area Maps

Copies of the exchange area maps for Cambridge Telephone Company are on file with the Nebraska Public Service Commission.

1.3. Tariff

1.3.1. Tariff Applicability

- A. The rules and regulations contained in this tariff have been adopted by the Board of Directors of the Cambridge Telephone Company in compliance with its Articles of Incorporation, By-Laws and all known Federal and State laws applying to the provision of telephone service.
- B. Various services and facilities which have previously been supplied by the Company as a part of its public utility obligation have been or are being phased out of public utility services pursuant to order of the Commission. This tariff relates only to the Company's continuing or future obligation to provide facilities or

services. The Company may provide similar services or facilities not subject to regulation by the Commission as a matter of private contract. Any such offerings shall be subject to the provisions of private contracts rather than subject to the provisions of this tariff.

- C. This tariff cancels and supersedes all other tariffs of the Company issued and effective prior to the effective dates shown on the individual sheets of this tariff.

1.3.2. Inspection of Company's Tariff

A copy of the Company's tariff, together with forms for application and contract are 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 may 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

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in an increased rate.
- (G) Signifies a grandfathered rate or service. Present customers may continue service until a move or a change of service occurs.
- (M) Signifies a matter relocated, without change in rate, treatment or regulation.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate.
- (T) Signifies a change in text only – no change in rate, treatment or regulation.
- (Z) Signifies a correction.

Section 2. RULES AND REGULATIONS2.1. Special Services and Construction

2.1.1. General

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. 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

- A. There is no general requirement for the facility or service other than that of the customer requesting the facility or service.
- B. The facilities or service are of a type other than that which the Company would normally provide.
- C. The Company must purchase, construct or otherwise incur greater expense to provide the requested facilities or service that it would otherwise deem necessary in order to fulfill the initial service requirement.
- D. The Company is required to expedite service at a greater expense than that which it would otherwise incur.
- E. The Company constructs or provides temporary facilities or service for a period during which permanent facilities are under construction or not required. When the revenue to be derived from the service is not sufficient to warrant the Company assuming special construction or service cost or when costs are sufficient to unduly restrict the operating capital of the Company, the customer may be required to pay all or a part of such cost.

2.1.2. Special Contract Provision

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.

2.1.3. Service Interference Provision

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.

2.1.4. Termination Liability Charge

The Company may apply termination liability charges for special construction costs when service is terminated in less than thirty-six (36) months. Charges will be reduced 1/36th for every month the service is activated. Should the service be terminated prior to the thirty-six (36) month minimum, the remaining charges will be assessed.

2.1.5. Cost Estimate Requests

Applicants who desire special services and constructions 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.

2.1.6. Contract or Withdrawal

Upon completion of the estimate and approval by the company, the applicants may, at their option, do any of the following:

- A. Contract with the Company to construct the required facilities in accordance with the terms and conditions mutually agreed to.
- B. Notify the Company that the application is being withdrawn and terminate further proceedings without incurring any liability or obligation.

2.2. Establishment of Service

2.2.1. Application for Telephone Service

- A. All applications for telephone service will be made in writing or verbally at the business office of the Company. Applicant shall complete a standard application form or service contract and provide his/her full legal name, 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 its tariff on file with the Commission. Any change in rates, 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 their service. No service may be established until all easements have been provided without charge to the Company.
- D. Except where public safety or lawful emergencies require expeditious handling, the Company will normally process all applications in chronological order. The minimum period for which service is furnished is one month except where service is provided on a temporary or occasional basis under a special written agreement. 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.
- E. 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 (Outside Move) within the same Exchange Area does not terminate the contract and orders for such moves may be made verbally.

2.2.2. 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 his past experiences with telephone companies without regard to the collective credit reputation of the area in which he lives.
- B. The Company may request a customer to make a cash deposit or to increase his deposit to establish credit. The amount of deposit required shall not normally exceed the bill for two (2) month's service plus estimated toll charges for two (2) months. An increase in the deposit amount may be requested if increased toll usage or additional services warrants it.
- 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 he has had service before. Such prior telephone experience and information shall be the major factor in the decision of deposit amounts. The Company may also use employment information to verify names and past addresses of service applicants.
- D. In conformance with the Federal Fair Credit Reporting Act, the Company will make available to applicants and customers upon demand the basis for credit, deposit, disconnect and refusal decisions, and accept corrections in information upon which such decisions are based, if such corrections are true, correct and verified.
- E. The Company will maintain records of past customers for a period of six months after termination. The Company shall make these records available to other utilities engaged in credit checks in accordance with federal laws.
- F. Following are the categories of credit, their definitions and resultant deposits:
 - 1. "Good credit" shall be defined for the purpose of the rules as having been sent no disconnection notices for nonpayment in the most recent year of service. A minimum deposit may be required by the

Company should an applicant for service exhibit good credit as herein defined.

2. "Bad credit" shall be defined as one or more disconnection notices in the most recent year of service, an outstanding debt with either an intrastate or an out of state telephone company, or the inability to produce a letter of credit from a previous carrier. A deposit will be required, in most cases, before an applicant with this type of credit may establish service.
- G. If an applicant claims no past service and if the Company uncovers no information to dispute this claim, the Company may require a deposit.
 - H. 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 provided for the discontinuance of service for nonpayment of any sums due the Company for services rendered.
 - I. The Company is not obligated to furnish service to any individual or firm that owes for service previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company.
 - J. The Company shall pay interest on a deposit at the rate of seven (7) percent per annum. Interest shall accrue following acceptance of the deposit. The deposit and accrued interest will be refunded upon the request of the customer after twelve (12) consecutive months of prompt payment and refunded voluntarily after twenty-four (24) consecutive months of prompt payment. The Company shall not be required to pay interest on a deposit for the period following ninety (90) days after disconnection of service, if during such period the Company has made a reasonable effort to refund the deposit. Thereafter, an unclaimed deposit, plus accrued interest, shall be credited to an appropriate account.
 - K. 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. A transfer of service from one premises to another within the service area of the utility shall not be deemed a disconnection within the meaning of these rules, and shall not necessitate the requirement of a payment of a second deposit, unless a final bill has been issued at the first address.

- L. The Company will keep a record of each cash deposit until the deposit is refunded. The record will show:
 - 1. the name and current billing address of each depositor;
 - 2. the amount and date of the deposit; and
 - 3. each transaction concerning the deposit.

2.3. Service Charges

2.3.1. General

- 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 2.1 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.

2.3.2. Types of Service Charges and Application of Charges

- A. Central Office Charge - A Central Office (CO) Charge applies whenever a customer request requires a central office change; for example, connection of a new service, relocation of existing service, reconnection from vacation rate, number change, activation of a calling feature, bridging an off-premises extension in the central office or any other switch change resulting from a customer's request. A CO Charge does not apply when services are removed, a customer is put on vacation rate, a Presubscribed Interexchange Carrier (PIC) change is made, or for the initial installation of 900 call blocking or court-ordered call traces.
- B. Directory Charge – For work associated with receiving, recording and processing information necessary to initiate or change a customer's directory listing or to change the customer's telephone number.
- C. Labor Charge – In some cases, an hourly rate will be charged for the time spent by Company employees on a customer's order. Labor Charges start when work commences and cease when work is completed. A minimum charge of one-half hour will be charged whenever a Labor Charge applies. Time beyond one-half hour will be rounded up to the nearest half hour.
- D. Material Charge – In some cases, a Material Charge will apply for all material used on the customer premises.
- E. Machine Charges – Machine Charges apply whenever the Company must use a trencher, a plow, or other equipment to install service. Machine Charges apply when the work of the machine starts and stops; however, a one hour minimum will apply.
- F. Loop Test Charge – To test a loop, a charge applies.
- G. Reconnect Fee – Where service has been disconnected for nonpayment of any charges due or for failure of the

- H. customer to establish credit in accordance with regulation, the charges apply for reconnecting each access line being provided a customer at one location.
- I. **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 or 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. Material costs will be billed at the current company established rates. 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.
- J. **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 or additions to existing service.
- K. **Travel Charge** – Applies whenever a customer's request for service requires a premises visit. 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.

2.4. Nebraska Telephone Assistance Program (NTAP)

2.4.1. **General**

The Nebraska Telephone Assistance Program (NTAP) is part of a national program (called Lifeline) designed to promote universal service for low income households. (T)

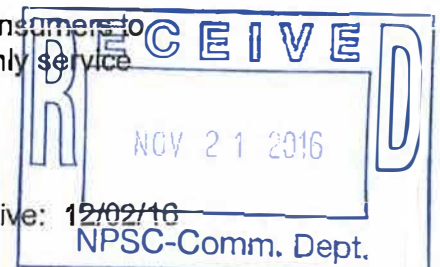
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2.4.2. **Monthly Reductions and Other Billing Considerations**

- A. NTAP provides for qualifying low-income consumers to pay reduced monthly charges. NTAP monthly service reductions include:



1. Federal Lifeline Support Credit of \$5.25 for voice service, or a credit of \$9.25 can be applied to a qualifying broadband service. Lifeline customer can select: (a) a standalone voice service, (b) a voice service in combination with a broadband internet access service (BIAS), or (c) a standalone BIAS service. (R, T)
(T)
(T)
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(T)
 2. A monthly reduction in the amount of \$3.50 from from the Nebraska Universal Service Fund. The \$3.50 can be applied when a standalone voice service is offered or when voice service is offered in combination with a broadband internet access service (BIAS). (T)
- B. Toll limitation service, in the form of toll blocking, is offered to qualifying consumers at no charge.
 - C. No service deposit will be collected in order to initiate NTAP service, if the qualifying low-income consumer voluntarily elects toll blocking. If the qualifying low-income consumer does not voluntarily elect toll blocking, a service deposit may apply.
 - D. An NTAP customer's local service will not be disconnected for non-payment of toll charges; however, an NTAP customer's toll service may be disconnected for non-payment of toll charges.
 - E. An NTAP customer's local service will not be disconnected for non-payment of local service charges until sixty (60) days after all NTAP credits due for a particular billing period have been applied to any billed amounts for that particular billing period.

2.4.3. Eligibility Requirements

A consumer's household income must be at or below 135 percent of the Federal Poverty Guidelines; or the consumer, one or more of the consumer's dependents, or the consumer's household must receive benefits from one of the following federal assistance programs:

- A. Medicaid (includes Children's Health Insurance Programs-SAM, MAC, E-MAC, & Kids Connection);
- B. Supplemental Nutrition Assistance Program (SNAP);

- C. Supplemental Security Income (SSI);
- D. Federal Public Housing Assistance; or
- E. Veterans Pension/Survivors Pension (C)
- F. (D)

2.4.4. NTAP Services

- A. Voice grade access to the public switched network
- B. Flat-rated local usage
- C. Dual tone multifrequency signaling or its functional equivalent
- D. Single-party service or its functional equivalent
- E. Access to emergency services
- F. Access to operator services
- G. Access to interexchange service
- H. Access to directory assistance
- I. Toll limitation services

2.5. Refusal of Service

2.5.1. General

Refusal of service by the Company shall occur only for the reasons delineated in 2.5.2 below.

2.5.2. Reasons for Refusal

- A. An applicant is indebted to the Company for past bills incurred and refuses to liquidate the debt.
- B. An applicant does not agree to pay reasonable deposit, advance payment, or installation charges.
- C. An applicant, although not personally liable to the Company, is attempting to return service to an indebted



household where the person liable for the indebtedness is residing, and no attempts are forth coming to liquidate the debt of the household.

- D. An applicant is unwilling to provide correct information about any or all of the following: past telephone service, last employment, or previous address.
- E. An applicant is in violation of governmental or Company rules 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.

2.5.3. **Insufficient Reasons for Refusal**

- A. The Company will not refuse service to one who will not liquidate a debt to another Company or a debt for another class of service or a debt for other bills not based on filed rates or charges.
- B. The Company will not refuse service to someone who will not pay for calls reasonably traced to him or her if he or she is not liable.
- C. The Company will not refuse service to someone requesting service for a dwelling at which the former occupant was delinquent.
- D. In any of these situations, however, when the Company has a telephone bill paying history to measure or a clearly traced toll experience to consider, it may exact a deposit reflecting this knowledge in conformance with Section 2.2.2.

2.6. **Disconnection of Service by the Company**

2.6.1. **General**

The Company will not make indiscriminate disconnections without careful investigation of circumstances leading to disconnections.

2.6.2. **Nonpayment of Bills**

The Company has the discretion to disconnect services because of nonpayment of past due bills. The following is a list of

conditions all of which must occur before one may be disconnected for nonpayment of bill:

- A. Fifteen (15) days have elapsed after the date of a bill. This time period may be shortened or waived in cases of fraud or illegal use or when it is clearly indicated that the customer is preparing to leave.
- B. The customer has received written notice of the Company's intention to disconnect, which notice has been either mailed or delivered at either the address to which bills are customarily sent or at the address where the service is provided. In some cases, such as abandonment, notice, practically speaking, is not possible, but the Company will make every reasonable effort to comply with this section.
- C. The customer, especially if he or she claims inability to pay under extenuating circumstances, has been unwilling to enter into a reasonable agreement with the Company to begin liquidating his/her debt.
- D. The Company may, after reasonable notice, discontinue service to any customer not abiding by or adhering to the rules and regulations of this tariff and, specifically, if any of the following conditions exists:
 1. If the Company's facilities are damaged, tampered with or repaired by customer.
 2. Access to customer property necessary to provide service is denied to the Company.
 3. Use of service or Company owned facilities in an unlawful manner.
 4. Use of Customer Owned and Maintained (COAM) equipment by the customer which does not meet Company standards, or is likely to cause an unsafe or hazardous condition as defined by the Company.
 5. Violation of environmental or Company's rules mentioned in Section 2.10.
 6. Failure to keep an agreement to liquidate a continuing debt as described in Section 2.5.2.A.
 7. Failure to pay an increased deposit as described in Section 2.2.2.B.

2.6.3. Timing of Disconnection

Whenever possible, service shall not be disconnected on any Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public.

2.6.4. Toll

Toll usage will be monitored and in the case of any customer who has mounted an extraordinarily high telephone bill for which his deposit would not furnish security as required by Section 2.2.2 B of these rules, 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.

2.6.5. Record Keeping

The customer record of all customers whose service has been disconnected for nonpayment and who continue to have bad credit with the Company as detailed in Section 2.2.2 F 2 shall be kept by the Company for a period of not less than six months, and shall be made available for inspection as the Commission shall prescribe.

2.6.6. Reconnection Charges

Restoration of service charges will consist of the service order charge and central office connection charge.

2.7. Initial Contract Periods

2.7.1. General

Except as hereinafter provided or specifically stated in this tariff, the initial (or minimum) contract period for all services shall be one month.

2.7.2. Directory Listings

The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day the succeeding directory is first distributed to the customer.

2.7.3. Non-standard Arrangements

Where the provision of service requires special or non-standard type of arrangements of equipment or make 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.

2.8. Termination or Cancellation of Service at Customer Request

2.8.1. Cancellation Requests – Advance Notice

All cancellation requests made to the Company by the customer shall be made at least five business days in advance.

2.8.2. Prior to Start of Installation

When cancellation occurs prior to the start of installation or service by the Company, no charges will apply.

2.8.3. Installation Initiated

A. When installation of facilities has been initiated or service established and provided prior to cancellation, a charge equal to the minimum period of service, including installation charges, if any, and the full amount of any termination charges may be applicable.

B. 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.

2.8.4. Prior to Expiration of Initial 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. Charges for directory listings are due through the end of the directory period.
- C. Contracts for periods of longer than one month covering services requiring line extensions may be terminated upon payment of all charges through the contract period, or the contract will be transferred to a new applicant occupying the same premises and subscribing to the same service

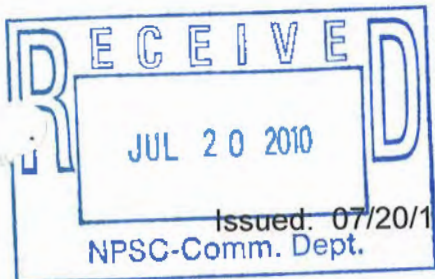
2.9. Customer Billing

2.9.1. General Policy

The customer is required to pay all charges for exchange services and facilities. Recurring charges will be billed monthly in advance except that certain federal government services, provided under contract, and toll charges are 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. Bills to customers will be typed, legibly written, or machine printed, 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. Bills are due upon receipt. Amounts not paid by the 10th of the month following the date of the invoice are considered past due and will incur a late payment charge. (See Section 4; 4.17 following.) Special billing may be made by the Company if the total amount due is unusually high, or when the customer cancels service. Any special billing not paid on demand, shall be considered delinquent after five (5) days written notice.

2.9.2. Taxes and Surcharges

Applicable taxes or surcharges levied on the Company by any taxing authority or governmental agency, such as the Federal Communications Commission (FCC) or the Nebraska Public Service Commission for direct charge to the customer shall be added to the customer's regular monthly billing. Such taxes and surcharges include sales taxes, federal excise taxes, applicable franchise taxes, occupation taxes, license taxes, E-911 Surcharge, Dual Party Relay Surcharge, or other such charges as may be mandated by any taxing authority or governmental agency having jurisdiction over the Company.



Effective: 08/01/10

TRS Surcharge - The Telecommunications Relay Service (TRS) Surcharge, f/k/a the Nebraska Dual Party Relay Surcharge is five cents (\$.05) for the first one hundred (100) telephone numbers or functional equivalent per subscriber per month. (I)

2.9.3. Billing Disputes

If a dispute between the customer and the local exchange carrier 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 local exchange carrier may then disconnect service. The customer, or the local exchange carrier, 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.

2.9.4. Over-billing

An adjustment of charges for over billing by the Company will be made for the full amount of excess charges.

2.9.5. Non-sufficient Funds (NSF) Checks

- A. Checks on banks will be accepted for payment of bills or other amounts due to the Company.
- B. If the Company receives a check from a customer in payment for service rendered or for any other reason of indebtedness and the check is returned from the bank due to non-sufficient funds or for any other reason, the Company will apply a service charge for each such check returned.
- C. The non-sufficient funds check charge, plus any other charges that may apply under this tariff, will be collected from the customer at the time the NSF check is picked up.

- D. The Service Call Charge, specified in Section 2.3.2 H will be applied when it becomes necessary to visit a customer premises to collect for a non-sufficient funds check.
- E. If any customer renders three (3) non-sufficient funds checks during a twelve (12) month period, the Company shall notify the customer that subsequent payments must be made in cash, cashiers checks or money orders. After the Company receives the second non-sufficient funds check within a twelve (12) month period, the business office will notify the customer of the Company's policy regarding non-sufficient funds checks.

2.10. Responsibilities and Obligations of the Customer

2.10.1. 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 his 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 customer's payments.
- B. In no case shall a customer be required to pay any sum to an employee of the Company or to anyone alleging to be agents of the Company except as provided herein. Any customer who makes such unauthorized payments may still be obligated to pay the company if the Company is unable to recover all or part of such sums taken by unauthorized persons.
- C. The customer may not damage, tamper with or attempt to repair any company owned facilities on his premises, or apparatus connected to such without written consent of the Company. In the event there is available evidence 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. Damages arising or associated with such actions shall be the liability of the customer.

- D. The customer is responsible for damages to the facilities of the Company caused by negligent or willful acts of the customer or his authorized agents and users. The customer may be required to reimburse the Company for any losses through theft, fire, or vandalism occurring as a result of such negligence.
- E. In no case is the Company required to work in an unsafe or hazardous condition, or to place in jeopardy or possible harm its personnel or facilities.
- F. The customer is responsible for the installation, operation, and maintenance of all equipment and facilities provided by the customer for interconnection with the Company's facilities in accordance with the rules governing COAM equipment (See Section 2.10.4 following.). 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.

2.10.2. 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.

2.10.3. Change of Occupancy (Change of Existing Service)

- 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 properly transmitted and received by the Company. No service under this section shall be provided for the incoming customer until all his prior

indebtedness has been resolved to the satisfaction of the Company.

- B. In the event a home or business changes ownership during the period and a special contract or unpaid construction charges remain, the old owner must arrange to satisfy the old agreement with the Company or make arrangements satisfactory to the Company for a new owner to assume the obligation for the balance of the application.

2.10.4. Customer Owned and Maintained (COAM) Equipment

A. General Policy

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. 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. Not impair the operation of the telephone network or otherwise injure the public in its use of the Company's services.

B. Hazard or Interference

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.

C. Installation, Operation and Maintenance

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, or the quality or defects in such transmission, or the reception of signals by customer provided equipment or systems.

D. Obsolescence

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.

E. Violation of Rules

Where any customer provided equipment or systems 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.

F. Trouble Reports from Customers with COAM Equipment

The customer with COAM equipment interfacing with the facilities of the Company is responsible to determine 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 in the COAM equipment and not the Company's equipment, a charge based on the current fully loaded labor rates will be assessed to the customer for time and equipment utilized by the Company to make any required tests.

2.10.5. 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.

2.10.6. Alterations

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

2.10.7. Use for Unlawful Purposes

All 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.

2.10.8. 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 forty-eight (48) hours, before commencement of the work that endangered Company facilities.

2.11. Responsibilities and Obligations of the Company

2.11.1. General

- A. The Company's obligation to furnish exchange and toll 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 public Company under the jurisdiction of the Commission.
- C. The tariffs and rate schedules of the Company govern and fix the outgoing service of a customer and in no manner guarantee to him 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.
- E. The Company may deny or discontinue telephone service to any person(s), firm or corporation who, over the facilities furnished by the Company, uses or permits to be used, foul, abusive, obscene, or profane language; or in a manner which could reasonably be considered frightening to others; or for impersonation of another. The Company will attempt to identify nuisance calls
- 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.

2.11.2. Telephone Directories

- A. Telephone directories, containing an alphabetical listing of all customers and classified advertisements, are issued annually without charge by the Company as it deems necessary for the efficient use of telecommunications service, with a minimum of one directory per access line. Other directories will be furnished at the discretion of the Company. Additional directories are available for customers to pick up at Company locations at a minimal charge. If a customer requests that an additional directory be mailed, handling charges will also apply.
- B. The customer assumes all legal responsibility in regard to the authenticity of the name listed on the application form and, ultimately, in the directory.
- C. The Company, except as provided herein, shall not be liable for damage claimed on account of errors in or omissions from its directories, nor for the result of the publication of such errors in the directory, no will the Company be a party to controversies arising between customers or others as a result of listings published in its directories. Claims for damages due to errors or omissions in directory listings will be limited to a pro-rata reduction of the charge for the affected directory service. The maximum reduction is not to exceed the full amount of the directory charges for the period from the date of issuance of the directory in which the mistake occurred to the date of issuance of a new directory containing the proper listing.
- D. In the case of extra listings in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues.

2.11.3. Telephone Numbers

The customer has no property right in the telephone number or any right to continuance of service through any particular central office, and the Company may change the telephone number or the central office designation, or both, of a customer whenever it deems it advisable in the conduct of its business.

2.11.4. Use of Connecting Company Lines

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

2.11.5. 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 of damage is the result of the negligence of the Company, or its employees.

2.11.6. 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. Town Business.
 3. Rural Business.
 4. Rural Residence.
 5. Town Residence.
 6. Paystations.
 7. All other facilities not effecting main station service.
- B. If necessary to maintain working Central Office Equipment in 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: No allowance is given for a service outage whose duration is less than twenty four (24) hours after receipt of the outage notice from the customer. For outages greater than twenty four (24) hours, an allowance equal to 1/30th of the regular monthly recurring charges shall be made for each twenty-four (24) hours the service remains unusable; except that the total allowance may not exceed the regular monthly recurring charges for 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 its next regular billing. No other liability shall in any case attach to the Company due to interruptions of service.

2.11.7. 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. (See Section 2.11.6.)
- 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 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 by 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.

2.11.8. Customer Complaints

A. Informal Complaints

Informal complaints against the Company shall be made first directly to the Company. If the complainant is not satisfied with the disposition of the complaint, the Company is required by law to inform the customer or authorized representative of his right to appeal to the Commission. The Company is required by law to assist any customer and to give notice and instruction on how to process all complaints.

B. Formal Complaints

A formal complaint or protest must be in writing and submitted to the Company and the Commission.

2.12. Ownership, Maintenance, Use and Protection of Equipment and Facilities

- A. All equipment and facilities furnished by the Company on the premises of a customer are the property of the

Company. The Company's agents and employees shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the company's facilities or for the purpose of making collections, or upon termination of the service, for the purpose of removing such facilities.

- B. The Company shall maintain all facilities which it furnishes to the customer. Facilities no longer meeting acceptable standards will be repaired or replaced without charge to the customer, provided easement and rights of way, as required, have been furnished to the Company.
- C. If installation and maintenance of service is requested at locations which are dangerous to the Company's employees, or to the public, the Company may refuse to provide such service. If such service is furnished, the Company may require the customer to install and maintain such service and may also require the customer to indemnify and hold the Company harmless from any claims, loss or damage from such facilities.
- D. All facilities of the Company including telephone number and directories, provided and necessary for service to the customer, are the property of the Company, and may be removed or changed by it any time if there is a requirement to do so; or upon the termination of an agreement for its maintenance; or discontinuance of service. The customer has no proprietary right to telephone numbers and the Company may alter or change telephone numbers and other designations which, in its sole discretion, may be required to meet service demands. The customer is responsible for the safekeeping of all property of the Company on its premises and shall take all reasonable precaution against unlawful interference with such facilities. The customer shall be responsible for any damages to the Company property caused by or permitted directly or indirectly by the customer or its agent.
- E. The Company may deny telephone service to any person(s) whose telephone facilities owned by the Company shows evidence of tampering, or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges for the service rendered.

Section 3. SERVICES AND APPLICATION OF RATES AND CHARGES**3.1. Local Exchange and Extended Area Service****3.1.1. Description of Local Exchange Service**

Local exchange service is available to the general public through facilities owned and operated by the Company. In addition to providing for communication between stations within an exchange area, 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. Description of Extended Area Service

- A. Extended Area Service (EAS) is interexchange telephone service that is offered in conjunction with Local Exchange Service. Where EAS is offered between two or more exchanges, a customer in one exchange is able to place a call to the other exchange or exchanges with which EAS is offered without being assessed a long distance toll charge. If, however, the customer elects to place the call through a long distance operator or by direct dialing the call using long distance calling procedures, the call will be classified as a toll call and the customer that placed the call, or the customer that accepted charges for the call, will be billed the applicable toll charges for the call.
- B. EAS is not designed for continuous, uninterrupted service by a single customer. If a customer is using access line service for EAS on a continuous basis, the customer will be requested by the Company to order Leased Cable Pairs under Section 3.3 of this tariff.
- C. In an exchange where EAS is available, it is provided to all customers within the exchange. EAS Service is available in the following exchanges:

<u>Exchange</u>	<u>EAS to Exchange Service Area Of</u>
Cambridge	Bartley
Bartley	Cambridge

3.1.3. Application of Rates

- A. Rates for local exchange service are applied per access line ordered by the customer. The access line rate for 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. Access line rates for some exchanges may include an EAS Adder charge. In an exchange where an EAS Adder is applicable, the EAS Adder will be applied to all access lines within that exchange.
- C. Business and Residence Access Lines are available from the Company. Business Access Line Rates will apply at the following locations:
 - 1. In offices, stores, factories, mines, and all other places of a strictly business nature.
 - 2. In churches; offices of hotels, halls, and apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges; hospitals, libraries and other similar institutions; and at pay stations. In boarding houses, except as noted in Section 3.1.3 D 2.
 - 3. At residence locations where the customer has no other regular business telephone and when directory advertising or other forms of business advertising, including but not limited to letterheads, business cards and billboards, are used in association with such locations or numbers.
 - 4. At residence locations, when an extension station or extension bell is located in a shop, office, or other place of business.
 - 5. In any location where the listing of service at that location indicates a business, trade or profession, except as specified below.
 - 6. At residence locations where the customer has no regular business phone and his/her principal income is derived from public sale of goods or

services (as in the case of distributors of household products or carpenters who contract their services).

- D. Residence Access Line Rates apply only at the following locations:
1. In a location used exclusively as a private residence except as provided in Section 3.1.3 C.
 2. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have fewer than five rooms for roomers or which furnish meals to fewer than ten boarders, provided business listings are not furnished.
 3. In the place of residence of a clergyman or nurse, and in the place or residence of a physician, surgeon, or other medical practitioner, dentist or veterinarian, provided the customer does not maintain an office in the residence.

3.1.4. Suspension of Service

- A. Upon request of the customer, 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 six 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 reduction in rate for local exchange service will be equal to fifty percent (50%) of the customer's normal total local exchange service charges.

3.1.5. Telephone Number Hold

- A. Following cancellation of service, upon request of the customer, a telephone number will not be reassigned for

a period up to six months. This service reserves the telephone number in Company databases and permits a customer to charge calls, while traveling, to the reserved telephone number.

- B. Service Connection Charges will apply when the customer's full service is restored.

3.1.6. ISDN-PRI Service

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General

ISDN-PRI Service is an optional form of local exchange access based on the Primary Rate Interface (PRI) arrangement of the Integrated Services Digital Network (ISDN). ISDN-PRI Service is a high-capacity access path for communications providing voice or data transmission over the public network.

A. Explanation of Terms

1. Circuit Switching

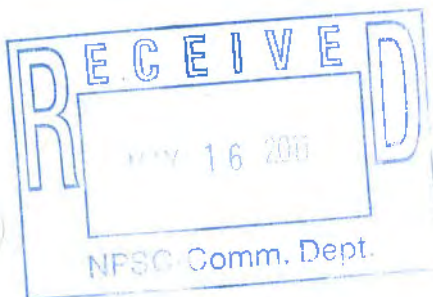
Circuit Switching is a switching technique in which an entire circuit or, in a digital switch equipped for ISDN, a specific selection of time slots, is dedicated to a given call.

2. ISDN Primary Rate Interface (PRI)

ISDN PRI is an alternative for individual local exchange access loop services such as Direct Inward Dialing (DID) and business trunks. It can also be used as loop transport for circuit-switched data applications. ISDN PRI is provisioned on the 1.544 megabit per second (mbps) bandwidth and uses the Integrated Services Digital Network (SDN) architecture to provide the customer with the capabilities of simultaneous access, transmission and switching of voice, data and imaging services via channelized transport. In addition, ISDN-PRI provides the customer with the service capabilities and features described in the following.

3. Integrated Services Digital Network

Integrated Services Digital Network (ISDN) describes the end-to-end digital telecommunications network architecture which provides for the



simultaneous access, transmission and switching of voice, data and image services. These functions are provided via channelized transport facilities over a limited number of standard user-network interfaces. The ISDN architecture consists of digital switching systems which connect Primary Rate Interface lines to their servicing central office.

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4. Network Interfaces

ISDN Primary Rate Interface is comprised of a limited set of standard user-network interfaces. The PRI customer premises equipment (CPE) located at the customer premises must be compatible with the network interface.

5. Optional Service Features Package

The Optional Service Features Package incorporates the optional features Calling Line Identification and Call-by-Call Service Selection.

6. Primary Rate Access Facility

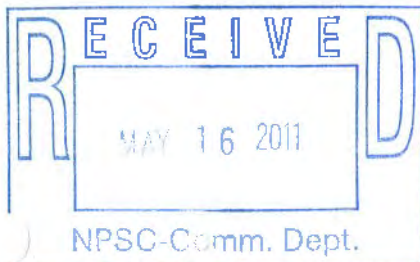
The Primary Rate Access Facility provides a high-capacity access path at a transmission speed of 1.544 megabits per second (mbps) for communications between the customer's premises and the central office. Each Primary rate Access Facility supports one ISDN-PRI Interface Arrangement.

7. Primary Rate Interface (PRI) Arrangement

ISDN PRI Arrangement is a customer premises to central office service providing ISDN capabilities. The PRI arrangement consists of 23 "B" channels and one "D" channel or 24 "B" channels, which are defined as follows:

a. B Channel

The B channel is a 64 kilobit per second (kbps) channel used for information transfer between



users. The B channel may be used in conjunction with circuit-switched service.

b. D Channel

The D channel is a 64 kilobit per second (kbps) channel that carries signaling and control for the B channels.

c. PRI Trunk Group

A PRI Trunk Group is a group of channels which are designated as one of the following:

Incoming Exchange Trunk Group
Outgoing Exchange Trunk Group
Two-Way Exchange Trunk Group

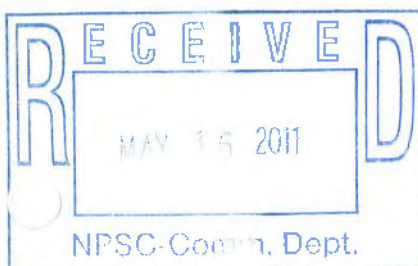
8. Simulated Facility Group

A Simulated Facility Group is a software defined register used to limit the number of simultaneous calls with specific attributes.

B. Service Capabilities

ISDN-PRI provides the capability to:

1. Transport customer information in the form of circuit-switched voice or data up to 64 kbps over any B channel.
2. Where available, one D channel can control up to 20 PRI Interface Arrangements depending on facility capabilities. In such cases, a single D channel in one PRI Interface Arrangement handles all the signaling and control requirements of multiple PRI Interface Arrangements in a specific grouping allowing supplemental PRI Interface Arrangements to consist of 24 B channels.
3. Allow B channels to be designated for specific services, such as Incoming Exchange Trunks, Outgoing Exchange Trunks and Two-Way Exchange Trunks, or optionally configure channels to access Incoming and Outgoing Exchange Trunks on a per call basis. Two-way Exchange Trunks may not be accessed on a Call-by-Call basis.



4. Allow the user to have access to the directory number of the calling party.

(N)

C. Conditions

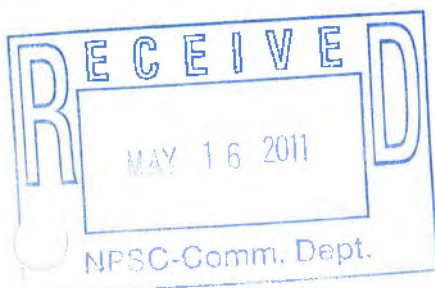
Customers subscribing to ISDN-PRI must comply with ISDN Primary Rate Interface specifications as designed by the Company.

1. Feature availability and service capabilities are dependent on the facilities and digital technology providing the service.
2. ISDN compatible terminal equipment is a requirement for operation. It is the customer's responsibility to power and obtain such equipment.
3. ISDN-PRI service does not preclude the customer from originating or receiving circuit-switched voice calls from inside or outside either his/her serving central office or his/her Local Exchange Area. Where facilities are available, the customer will be able to originate and receive circuit-switched data calls outside of his/her serving central office.
4. All PRI Interface Arrangement configurations must have at least one 23B+D Interface Arrangement for signaling and control functions. A 23B + Back-up D Interface Arrangement is required whenever the ISDN-PRI Interface Arrangements ordered and in-service would otherwise cause more than 47 B-channels to be controlled by a single D channel.

D. Features

Features available with ISDN-PRI:

1. Back-up D Channel
Automatically takes over for a failed D channel in case of trouble.
2. Call-by-Call Service Selection
As an option to the Dedicated B Channel Configuration, B channels may be configured to access multiple services on a per call basis. The customer premises equipment signals the local



a period up to six months. This service reserves the telephone number in Company databases and permits a customer to charge calls, while traveling, to the reserved telephone number.

- B. Service Connection Charges will apply when the customer's full service is restored.

3.2. Line Extensions

3.2.1. Line Extensions to Temporary Locations

Service may be furnished to a premises of a temporary nature which may not remain in a fixed location for any considerable length of time, such as a trailer house. If the Company determines that service may not be in place for a sufficient amount of time to recover its cost, then the customer may be required to pay the entire cost of the new construction necessary to establish service, including charges for the first one-half mile.

3.2.2. Line Extensions to Permanent Locations

Under normal conditions, the Company will extend its lines to reach applicants within its exchange areas, without charge, provided one of the following conditions exists:

- A. The applicant is within the Base Rate Area of the exchange served by the Company.
- B. The applicant is within one-half mile from existing facilities. Should multiple applicants desire service at one location, the Company will extend its facilities one-half mile for each applicant.

3.2.3. Provision of Private Right-of-Way

Where required by the conditions, applicants for line extensions shall provide, without expense to the Company, private right-of-way parallel to the public highway; such right-of-way shall be free from tree interference and shall be otherwise suitable.

3.2.4. Other Regulations

- A. The construction charges assessed an applicant or applicants shall be paid in advance.
- B. Payments for construction of line extensions are not refundable, except at the discretion of the Company, and

- C. If an applicant requests service and new facilities must be constructed, but the applicant does not have a domicile at the location, prepayment of all new construction charges will be required. When a home has been completed, the Company will refund the charges for one-half mile.
- D. The Company is in no way responsible for any claims by housing developers, housing contractors, real estate salespersons, or others in regard to what type of service will be provided or when such service will be provided.

3.2.5. Application of Rates

- A. If the requirements of an applicant or group of applicants exceed the provisions listed in Section 3.2.2, construction charges in excess of the allowances described in Section 3.2.2 will apply. The construction charges for line extensions will be apportioned equally among all applicants of a group.
- B. Where construction charges for line extensions to permanent locations are applicable, the Excess Construction Charge shall be charged at one tenth (1/10) of a mile or any fraction thereof.
- C. The Company may, at its discretion, refund the construction charges to the customer over a five year period, so long as the customer remains on the premises. If the customer relocates prior to five years, then the balance of the construction charges plus any extraordinary charges for permits, insurance, easements, unusual terrain or materials will remain with the Company.

3.3. Leased Cable Pairs

3.3.1. General

- A. A. Leased cable pairs or channels for services not specifically named elsewhere in this tariff, such as for off-premises extensions, PBX or key system tie lines, alarm circuits, control circuits, metering circuits, non-telephone circuits, or any other circuit that does not require use of

the central office switching equipment, will be furnished where facilities are available and where, in the judgment of the Company, the use to be made of such channels is not contrary to regulations.

- B. For such leased cable pairs, the Company will determine, at its sole discretion, to either bridge service in the central office, bridge service at the pedestal or install standard drop cable to provide facilities between the customer's primary location and the off-premises location.
- C. The Company is not obligated to furnish channels with a transmission level of a better grade than circuits used for normal telephonic communication and will do so only if physically and economically practicable from the Company's standpoint.
- D. The customer must agree that the volume of electrical or voice frequency on such channels will be maintained at a level sufficiently low so as not to cause interference with other services of the Company.

3.3.2. Off-Premises Extensions

- A. Off-premises extensions, or combination main stations, are provided, subject to the availability of facilities, to customers who desire to be able to answer incoming calls for one access line at two or more locations. Outgoing calls can be made from either location.
- B. Off-premises extensions may be provided in connection with either residence or business access line service; however, such extensions will only be provided on the premises of parties that, in the sole discretion of the Company, are affiliated with each other.

3.3.3. Application of Rates

- A. The monthly Circuit Charge for Leased Cable Pairs will be calculated for each individual circuit based on a Mileage Charge based on the airline miles between the primary location and the off-premises location.
 - 1. The maximum Circuit Charge will be equal to the lesser of the applicable access line rates for the two locations provided that both locations are within the same exchange. If the leased cable pair is between two exchanges, the Circuit Charge will be

calculated from the customer's premises to the border of the exchange and the maximum Circuit Charge will be equal to the local exchange rate.

2. The local exchange rate for the primary location will be assessed at the higher of the applicable local exchange rates for the two locations.
 3. Applicable business local exchange charges will apply to all residence extensions installed in a business location.
 4. Business extensions may be installed in a residence location, provided the customer pays for at least one residence local exchange line. If a separate local exchange line is maintained at the residence, the Leased Cable Pairs Circuit Charges will apply to the off-premises extension. If, however, local exchange line service is not maintained at a residence location, then a business off-premises extension will be rated at the residence local exchange line rate.
- B. For Leased Cable Pairs bridged in the central office or at the pedestal, an installation charge will apply. When cable is plowed, Special Construction charges will apply.
- C. For off-premises extensions bridged in the Central Office and charged at the business or residence monthly access line rate, a monthly Subscriber Line Charge (SLC) will apply. (For applicable SLCs, see the National Exchange Carrier Association Tariff F.C.C. No. 5.)

3.4. Touch Tone Service

3.4.1. General

Touch Tone Service allows the customer to use button-type dialing equipment to send audible voice frequency tones to the central office. Generally this service provides faster connection than Rotary Dial Service that uses rotary-type equipment to send dial pulse signaling to the central office.

3.4.2. Application of Rates

- A. Touch Tone Service is included in the customer's rate for residence or business access line service. Customers

ordering new access line service or requesting moves of their access line service will receive Touch Tone Service, except upon special request for Rotary Dial Service. Customers specifically requesting Rotary Dial Service will pay the same rate for that service as for access line service with Touch Tone.

- B. No service charges will apply to customer requests to change from Rotary Dial to Touch Tone Service.

3.5. Trunk Hunting

3.5.1. General

In instances where more than one access line terminates at the customer's residence or 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.

3.5.2. 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 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 Local Exchange Service will require payment of service charges.

3.6. Central Office Calling Features

3.6.1. 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 and key business lines. PBX customers and semi-public telephone services are excluded.

3.6.2. Features

- A. Automatic Call Back allows the customer to redial the last number called, regardless of whether the original call was answered, unanswered or busy. The system will monitor the calling and called lines and attempt to connect the call for up to thirty (30) minutes. The customer may deactivate the feature when desired.
- B. Automatic Recall allows the customer to dial a code to have the number of the last party that called or attempted to call the customer's number be dialed. Before the number of the last caller is dialed, the number is announced so that the customer can decide whether to place the call.
- C. Block Caller ID prevents the customer's telephone number from being released on outbound calls and is available on a per-call basis to all customers at no charge. Customers can activate Block Caller ID by dialing an activation code before initiating a call. The Company shall, where technically feasible, and only upon the request of the customer, provide blocking of the Caller ID feature on an ongoing, per-line basis. The customer will be charged a monthly fee for per-line Block Caller ID.
- D. Call Forwarding allows the customer to temporarily forward the customer's incoming calls to another number of the customer's choice.
- E. Call Waiting informs a customer with a tone during conversation that another call is waiting to be answered. This feature allows the customer to put the current call on hold and answer the incoming call or alternate between the calls. The Call Waiting Cancel feature is included with this service.
- F. Caller ID - Number allows the customer to see the calling number before answering an incoming call. This feature requires the use of a telephone or an add-on unit that is equipped with a display which will show the number of the telephone originating the incoming call.
- G. Distinctive Ringing/Call Waiting provides the customer with up to four telephone numbers that each have a distinctive ring on the same access line, including the

Call Waiting feature. Each extra telephone number can be listed in the directory at no additional charge.

- H. Selective Call Acceptance allows the customer to accept up to thirty-one (31) telephone numbers which are stored on a list. If this feature is activated, callers whose numbers are on the list will ring through as usual. Callers whose telephone numbers are not on the list will hear an announcement indicating that the caller is not accepting calls at this time.
- I. Selective Call Forwarding allows the customer to establish up to thirty-one (31) telephone numbers that are to be forwarded to a specific number when they call. A call from a caller who is not on the list will ring through as usual.
- J. Selective Call Rejection allows the customer to reject up to thirty-one (31) telephone numbers which are stored on a list. If this feature is activated, callers whose numbers are on the list will hear an announcement indicating that the called party is not accepting calls at this time. Telephone numbers which are not on the list will ring through as usual.
- K. Speed Calling – 8 allows the customer to reach eight (8) frequently called numbers by dialing a one-digit code.
- L. Speed Calling – 30 allows the customer to reach thirty (30) frequently called numbers by dialing a two-digit code.
- M. Three-Way Calling allows the customer to add a third party to an existing phone conversation or put a call on hold and place another call.
- N. Three-Way Calling w/UTF - for PBX customers only, allows the customer to add a third party to an existing phone conversation or put a call on hold and place another call.
- O. Toll Restriction w/PIN requires the use of an access Personal Identification Number (PIN) for all 1+, 0+, or 0-outgoing toll calls. Access PINs are maintained by the Subscriber.
- P. Toll Restriction (bulk) restricts access to long distance calling from the telephone company central office. Access lines are restricted from placing 1+ and 0+ calls.

(Pay-Per-Call 900 Blocking and Company initiated toll denial are provided at no additional charge.)

3.6.3. 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 Local Exchange Service, additional Service Order charges will not apply. When any Central Office Calling Feature is ordered or changed after Local Exchange Service is initially ordered, a Central Office Calling Features Service Order Charge and Central Office charge apply.
- D. Nonrecurring charges associated with Central Office Calling Features may be waived by the Company from time to time for promotional purposes.

3.7. Directory Listing Service

3.7.1. General

- A. The regulations for directory listings, as provided in this section of the tariff, apply only to the information records and the alphabetical directory or that section of the directory containing the regular alphabetical list of names of customers.
- B. The alphabetical list of names of customers is designed solely for the information of calling parties. Special arrangements of names are not permitted, nor are any form of listing permitted which does not facilitate directory service or is otherwise objectionable or unnecessary for purposes of identification.
- C. The Company reserves the right to limit the amount of space that a listing will occupy in the directory by use of abbreviations when, in its judgment, the clearness of the listing or the identification of the subscriber is not thereby impaired.

3.7.2. Primary Listing

- A. Each subscriber is entitled to one free directory listing, termed the Primary Listing.
- B. Primary Listing will be provided for each separate service ordered by the customer. When two or more lines or PBX trunks are consecutively operated, the first number of the group is considered the Primary Listing. Additional stations will not be entitled to Extra Listings without charge.
- C. The names listed in Primary Listings shall be limited to one of the following:
 - 1. The individual name of the customer.
 - 2. The individual name of a member of the customer's family.
 - 3. The names of two members of a customer's family (e.g., Smith, John & Jane).
 - 4. The name under which the customer or joint user is actually doing business, as evidenced by signs on the premises, by letterheads, or by the name under which a bank account is maintained.
 - 5. The name under which a business is actually being conducted by someone other than the customer and which the customer or joint user is authorized by such other to use.
 - 6. The names of departments when such listings are deemed necessary from a public reference viewpoint.
 - 7. Whenever any question arises as to the right of a customer to either list the name of a business which he claims he is authorized to represent or to use a listing which includes the trade name of another, the Company shall require the customer to secure from the owner of such name, written authorization, addressed to the Company, to accept for insertion or continue to use such name or listing. The Company may refuse to accept or may delete such listing if such written authorization is withdrawn by such owner in writing to the Company.

8. The omission of a Primary Listing from the directory does not entitle the customer to a credit to the customer's Local Exchange Service bill, nor does it entitle the customer to an Extra Listing without charge in connection with other services for which the customer may be subscribing.

3.7.3. Non-Listed and Non-Published Telephone Numbers

- A. Non-Listed Numbers are provided to customers who request that the Primary Listing be omitted from the directory, but that their name and number still be available from Directory Assistance.
- B. Non-Published Numbers will be provided to customers who request that the Primary Listing be omitted from the directory and from the information records; i.e., their name and address would not be available from Directory Assistance.

3.7.4. Extra Listings

Extra Listings are available to the customer for an additional monthly charge. An Extra Listing Charge will apply to any of the following types of listings:

- A. Regular Extra Listings
 1. Regular Extra Listings for business customers may be the names of partners or members of the firm, if the customer is a partnership or firm; the names of officers or employees of the corporation, if the customer is a corporation; and for any business establishment, the names of associates or employees of the customer. No other class of listing, such as service, agency, commodity, etc., will be accepted.
 2. Regular Extra Listings for residential customers may be the names of members of the customer's immediate family.
 3. Ordinarily, all Regular Extra Listings must be of the same address and telephone number as the Primary Listing, except as provided below for Alternate Call Number Listings. However, when, in the opinion of the Company it appears necessary as

an aid to the use of the directory and provided satisfactory service can be furnished, a listing may be permitted under the address of PBX station, or additional stations, installed on premises of the customer, but at an address different from that of the switchboard, or main station, using the telephone number of the Primary Listing.

- B. Duplicate Listings, e.g., listings of nick-names, abbreviated names, names which are commonly spelled in more than one way, and rearrangements of names are permitted when, in the opinion of the Company, they are necessary for the proper identification of the customer, and are not desired to secure a preferential position in the directory or for advertising purposes.
- C. Cross Reference Listings are permitted when their use will facilitate the handling of telephone calls.
- D. Alternate Call Number Listing
 - 1. Listing of an alternate telephone number, other than those covered below under "Office Hour Listings", to be called in case no answer is received, is permitted for customers of all classes of service.
 - 2. The alternate number may be that of a service not under contract with the customer in connection with whose name it appears. In such a case, the consent of the customer to the alternately listed service must be obtained before the alternate listing is furnished.
 - 3. Office Hour Listings are available to customers who desire that their office hours appear in connection with their listing. A phrase directing the method of calling when a PBX operator is not on duty may also be listed in the directory.

3.7.5. Foreign Exchange Listings

Foreign Exchange Listings are listings of customers located in an exchange other than the exchange in which the listed service is furnished.

3.7.6. Additional Directory Line

Additional Directory Line Listings include captions, subheadings or any additional text requested by the customer that requires additional lines in the directory.

3.7.7. Application of Rates

- A. There is no charge for Primary Listings.
- B. Charges for Non-Listed, Non-Published, Extra Listing, Foreign Exchange Listing, and Additional Directory Line Services will all be assessed on a monthly basis.
- C. When a Directory Listing Service is requested with the original order for Local Exchange Service, additional Service Order Charges will not apply. When a Directory Listing Service is ordered or changed after Local Exchange Service is initially ordered, a Service Order Charge will apply.
- D. All Directory Listing charges will begin at the time the listing is posted on the information records.

3.8. Foreign Exchange Service

3.8.1. General

- A. Foreign Exchange Service is exchange service furnished to a customer from a central office of an exchange other than the one that normally serves the area in which the customer is located.
- B. For the purpose of this tariff, the term "Foreign Exchange" shall mean the exchange from which Foreign Exchange Service is furnished. The term "Normal Exchange" shall mean the exchange normally serving the area in which the customer's premises is located. The term "Interexchange Channel" designated that portion of the Foreign Exchange Service circuit which is provided between the toll rate centers of the foreign and normal exchanges.
- C. Foreign Exchange Service does not come within the Company's general undertaking, nor does the Company obligate itself to furnish such service generally, but will do so, at its option, where facilities of such a character are available as will permit satisfactory telephone transmission and where the service is warranted by the circumstances involved.

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- D. Foreign Exchange Service will be furnished only at one location or premises for each channel or circuit. Private Branch Exchange tie lines that provide access to the foreign exchange switched network shall be considered to be Foreign Exchange Service.
- E. Where the normal exchange is operated by this Company, Foreign Exchange Service is furnished only on the condition that the applicant is a customer to line business or residence service, or PBX service in the normal exchange, and at the same location where such service is proposed to be installed. Under this condition, when a Foreign Exchange Service customer discontinues normal exchange service, the normal exchange Telephone Company shall immediately notify such foreign exchange customer and foreign exchange business office, that the Foreign Exchange Service may be discontinued ten (10) days thereafter.
- F. Where the foreign exchange is operated by another telephone company, Foreign Exchange Service will be provided only when satisfactory arrangements can be negotiated with such company to furnish a portion of the necessary facilities.
- G. The use of the service is limited to the customer and his employees for business purposes or, in the case of residence service, to the members of his immediate household. Foreign Exchange Service calls will be further limited to calls to other stations of the foreign exchange. If any customer to this service is found to be transferring or transmitting messages for parties other than authorized above in the normal exchange area through the foreign exchange, such customer and foreign exchange business office shall be notified that the practice must be discontinued or the Foreign Exchange Service will be terminated in ten (10) days.
- H. All Foreign Exchange Service lines will be equipped with toll denial.

3.8.2. Application of Rates

- A. Foreign Exchange Service will be furnished at the rates contained in this tariff, provided the necessary facilities and equipment are available. Where the facilities and/or equipment are not available, and extraordinary facility

- B. The charge for Foreign Exchange Service is the established monthly service rate for the applicable grade of service. Non-recurring charges to establish service apply at both exchanges, as set forth in this tariff and, if applicable, the tariff of the other telephone company.
- C. Interexchange mileage charges also apply. Said mileage is the distance measured in airline miles between the toll rate centers of the two exchanges involved for that portion of the interexchange channel facilities furnished by this Company. For the portion of the interexchange channel facilities furnished by another telephone company, the interexchange channel facility mileage charges of such company will apply.
- D. When the customer is located outside the initial rate area boundary, but within the exchange area boundary of the normal exchange, exchange mileage charges shall apply between the customer's premises and the closest point of the initial rate area boundary at the rate specified in the normal exchange company's local tariff.

3.9. Monthly Maintenance Plan

3.9.1. General

- A. An optional repair service plan for the customer's inside wire, called the Monthly Maintenance Plan is available from the Company to residence customers and business customers.
- B. The Monthly Maintenance Plan covers repair of all inside wire and jacks installed by the Company. By subscribing to this plan, customers will avoid a Service Call Charge when trouble is found in the customer's inside wire. If trouble is found in the inside wire, the Company will repair it.
- C. The Monthly Maintenance Plan covers identification of a problem in customer owned equipment, but not repairs of

the equipment. By subscribing to this plan, customers will avoid a Service Call Charge when trouble is found in customer owned equipment. If trouble is found in the customer's equipment, the Company will advise the customer regarding repair alternatives.

3.9.2. Application of Rates

- A. A Monthly Maintenance Plan Charge will apply to each line for which the customer subscribes to the plan.
- B. Customers who do not subscribe to the Monthly Maintenance Plan will be charged the Service Call Charge whenever such customers call on the Company to repair trouble and the Company identifies the problem as with the inside wire or the customer owned equipment.
- C. When a customer who does not subscribe to the Monthly Maintenance Plan is assessed a Service Call Charge because of faulty inside wire or customer premises equipment, the customer may subscribe to the Monthly Maintenance Plan at that time; however, a Service Call Charge will still apply.

3.10. Public Telephone Service

3.10.1. General

- A. A Public Telephone is an exchange station installed at the Company's option, equipped with a coin collecting device, at various locations within the exchange chosen or accepted by the Company as suitable and necessary for furnishing service to the general public. Location of all Public Telephones shall be at the sole discretion of the Company.
- B. In each municipality served by the Company where public convenience requires it, the Company shall supply at least one Public Telephone that will be available to the public on a 24-hour basis. The requirement for this facility may be waived by the Commission for reasons such as abusive vandalism or damage, excessive cost of maintaining the pay station, or lack of use.
- C. No listings in the directory or additional telephone sets are allowed in connection with Public Telephone Service.

3.10.2. Application of Rates

- A. A Local Call Rate may apply to all local messages from Public Telephones. Long distance toll charges will apply to all long distance messages and will be determined by the long distance toll provider.
- B. If the customer at a Public Telephone uses a calling card or accesses an operator for assistance in making a call or to arrange alternate billing, appropriate Operator Service Charges may apply in addition to the Local Call Rate and applicable long distance charges.

3.11. Semi-Public Telephone Service

3.11.1. General

The Company will provide Business Access Line Service in conjunction with a customer provided exchange station that is equipped with a coin collecting device to Payphone Service Providers (PSPs).

3.11.2. Application of Rates

- A. PSPs requesting access line service in conjunction with a customer provided exchange station will be required to pay all monthly and Service Connection charges that apply for a Business Access Line as described in this tariff.
- B. Where pay telephone equipment requires Central Office coin supervision, PSPs will also pay a per line monthly charge for Coin Supervision Additive Service as rated in the National Exchange Carriers Association Tariff.
- C. The PSP is responsible for paying all long distance charges billed by the Company that have been charged to the business access line associated with the PSP's coin operated telephone.

3.12. Operator and Directory Assistance Services

3.12.1. Operator Services

Operator services are available to the customer on local and intralata calls as specified in this tariff. Operator services on interlata calls are available to customers through other long

distance toll providers. Intralata and local operator services are available on the following types of calls:

- A. Credit Card Calls - Customer dialed 0+ calls which are completed by the caller (caller enters own credit card number) or completed by the operator (operator enters credit card number) that will be billed to the caller's credit card instead of the telephone originating the call.
- B. Operator Station Calls - Customer dialed 0- calls where the operator completes the call and arranges billing to the originating telephone number, to a credit card, to a third number or as a collect call. Operator placed calls to Directory Assistance are also included.
- C. Person to Person Calls - Customer dialed 0- or 0+ calls where the operator completes the call to a designated person or extension. These calls may be billed to the originating telephone number, to a credit card, to a third number or as a collect call.
- D. Busy Line Verify - Customer requests operator assistance in determining if a called line is actually busy or out of service. No request will be processed on a collect or third number billed basis.
- E. Busy Line Interrupt - Customer requests that the operator interrupt a conversation on a busy line and give a message to the person whose line is interrupted. No request will be processed on a collect or third number billed basis.

3.12.2. Directory Assistance Services

Directory Assistance Service, as made available by the Company through this tariff, provides, upon customer initiated request from this Company's territory, published and non-listed telephone numbers within the same area code or Number Plan Area (NPA) from which the request is being initiated, i.e., within the 308 area.

3.12.3. Application of Rates

- A. Operator Service Charges are applied by the Company on local and intralata calls on a per call basis in addition to the Local Call Rate or the applicable long distance charges.

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- B. Operator Service Charges do not apply to calls to the operator for trouble reporting, to calls made in place of direct dialed calls that encountered trouble or were cut off, or for emergency local calls to police, fire, ambulance, etc.
- C. The Directory Assistance Charges specified in this tariff apply when a customer initiates a call to Directory Assistance from the Company's serving territory and requests a telephone number within Nebraska and within the same area code or NPA from which the request is being made.
- D. Directory Assistance Charges shall be billed to the customer on a per call basis. The Company will concur with the Directory Assistance provider's restrictions on the number of listings that may be requested per call.
- E. Directory Assistance calls will be rated in accordance with rates listed in Section 4 of this tariff.
- F. Directory Assistance Charges are not applicable to:
 - 1. Calls placed from residence telephones where a member of the customer's household has been certified by a qualified authority as unable to use a directory or from the business telephone of a certified customer where other assistance is not available. A qualified authority is defined as including doctors of medicine, ophthalmologists, optometrists, registered nurses, therapists, professional staffs of hospitals, institutions and public welfare agencies. Certification of physical disability sufficiently severe to prevent reading or using conventional reading materials may also be made by professional librarians or by any person whose competence in this area is acceptable to the Librarian of Congress of the United States. This exemption is limited to one-hundred (100) free calls a month. Any customer making more than one-hundred (100) calls a month will be billed at the regular Directory Assistance charge. The Directory Assistance provided under this exemption is for personal use only and may not be resold.

2. Calls placed to Directory Assistance by an operator in connection with operator-handled local and long distance calls.

3.13. 911 Service and E911 Service

3.13.1. Description of Service

- A. A. 911 Emergency Service is a telephone service that provides a telephone 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 will be determined by the governing bodies having jurisdiction over such area and by availability of facilities.
- B. This service is limited to the use of 911 as the universal emergency telephone number. The Company will not provide 911 Service to less than an entire central office and will only provide one 911 Service from that central office.
- C. 911 Service may be one of the following types:
 1. Local 911 – A 911 call will terminate to a pre-established location within the local exchange service area.
 2. Basic 911 – A 911 call will be translated to a seven-digit number and will be sent to a specific location as requested by the governing body.
 3. Basic 911 with Automatic Number Identification (ANI) – A 911 call will be transferred to a specific location where the subscriber's telephone number will appear at the PSAP.
 4. Enhanced 911 (E911) – A 911 call will be transferred to a specific location where the subscriber's telephone number, Automatic Number Identification feature (ANI), and the subscriber's location, Automatic Location Identification feature (ALI), will appear at the PSAP.

- D. Access lines used for 911 Service are classified as Business Access Lines and are arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis or on non-911 facilities.

3.13.2. Establishment of Service

- A. Applications for 911 Service must be executed in writing by each participating governing body.
- B. A contract must be signed by the governing body before the 911 Service will be provided and before any new equipment will be purchased by the Company to provide the 911 Service.
- C. The 911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

3.13.3. Purpose of 911 Service

- A. 911 Service is furnished to the customer for the sole purpose of receiving reports of emergencies from the public. The 911 emergency telephone number is not intended as a replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies must subscribe to other exchange telephone service as provided in other sections of this tariff.
- B. 911 Service is provided solely for the benefit of the customer operating the 911 Service. The provision of 911 Service by the Company shall not be interpreted, construed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third party or legal entity other than the customer.

3.13.4. Responsibilities of the Customer

- A. Because the Company's serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
- B. It is the customer's responsibility to insure that Customer Premises Equipment (CPE) selected to operate 911 system features is compatible with service furnished by the Company. Any CPE used in conjunction with 911 Service shall be configured so that it is unable to extract any information other than the information relating to a number identified as the source of an in-progress 911 call through the use of the ANI feature.
- C. The rates charged for 911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests to determine whether the system is functioning properly. The customer shall notify the Company promptly in the event the system is not functioning properly.
- D. The Company does not undertake to answer and forward 911 calls, but provides facilities to enable the customer's personnel to respond to such calls from the customer's premises.
- E. It is the responsibility of the governing body requesting or implementing the 911 Service to notify all subscribers of any charges associated with the 911 Service, the location of the PSAP, and the rule governing a subscriber's "Right to Privacy". In return for the forwarding of subscriber information to the PSAP, all subscribers using a 911 Service will relinquish their "Right to Privacy" upon making 911 calls. In the case of 911 service being discontinued by the governing body, customers shall be notified of new dialing instructions at least 30 days in advance.
- F. The 911 Service customer assumes all risks connected with the service, including service interruption or failure of

call completion, whether resulting from network failure, network blockage or from any other cause.

3.13.5. 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.

3.13.6. Billing Responsibilities of the Company

- A. The Company will assess a 911 Service surcharge, upon ninety (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, LB 240.

- 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 ninety (90) days before the new rate becomes effective.

3.13.7. Application of Rates

- A. Temporary suspension of service at reduced rates, as described in this tariff, is not provided for any part of 911 Service.
- B. Applicable monthly business access line charges will apply to the lines provided for 911 Service. In addition, a monthly rate applies for database updates. Service Order and Central Office Charges will apply when lines are installed to provide 911 Service.
- C. An Initial Charge for Special Equipment may be assessed whenever special equipment is installed to provide 911 Service. This charge will be determined on an Individual Case Basis (ICB).
- D. Customers may lease E911 equipment and pay a monthly E911 Equipment Lease Charge. The service period requirement for E911 is sixty (60) months.
- E. Either the governing body or the subscriber will assume the charge for the 911 call if routed over a long distance line. If dedicated lines are used, the monthly charge will be determined on an Individual Case Basis (ICB).

3.14. Miscellaneous Services

3.14.1. Fire Alarm Equipment

- A. General
 - 1. Fire alarm reporting instruments are residence or business subscribers' instruments, selected by the Fire Department Chief, that have been modified so that they may function as a fire reporting instrument. The minimum number of fire reporting instruments that will be furnished is eight (8).

2. Fire alarm reporting service is provided utilizing special equipment.

B. Application of Rates

1. There is a monthly charge for Fire Bar Equipment per every ten (10) lines.
2. There is a monthly charge per fire phone line in addition to the access line monthly rate.

3.14.2. Recorded Toll Identification

A. General

Company employees will investigate and identify the requested recorded toll call for a customer upon request.

B. Application of Rates

A charge applies per occurrence.

3.14.3. Excess Construction

A. General

When, in the judgment of the Company, construction is required and the charges for this construction are not covered elsewhere in this tariff, an excess construction charge will apply.

B. Application of Rates

1. Excess construction charges apply after the first one-half of a mile.
2. After the first one-half mile, excess construction charges apply per one-tenth mile or any fraction thereof.

3.14.4. Malicious Call Trace

A. General

1. Customers wanting to trace malicious calls must request that the Company install equipment or program the customer's line in order to determine where telephone calls to his/her access line have originated. The Company will implement a call trace on a monthly basis.

2. The customer must sign a release form provided by the Company prior to commencing Malicious Call Trace service, unless life-threatening circumstances exist. Without exception, the results of all traces will be turned over to local law enforcement.
3. The Company is not liable for damages if, for any reason, Malicious Call Trace is not successful.

B. Application of Rates

A monthly charge and a one-time Service Order Charge and Central Office Charge all apply.

3.14.5. Reserving Telephone Number Groups

A. General

Local telephone numbers may be reserved in groups of one-hundred (100) numbers.

B. Application of Rates

A monthly Telephone Number Group Fee will apply for reservation of each group of one-hundred (100) numbers. The monthly Telephone Number Group Fee applies in addition to the monthly charges for the customer's lines or trunks placed into service.

3.14.6. Telephone Number Intercept Recording

A. General

A customer who has moved or who has had his or her telephone number changed may request the Company to provide, via a recorded message, the new telephone number to anyone who calls the previously held telephone number.

B. Application of Rates

A Service Order Charge and a monthly Intercept Recording Charge will apply.

3.14.7. Blocking of Pay-Per-Call Services

A. General

The Company shall, where technically feasible, and only upon request of the subscriber, on an individual numbering plan (NPA) basis or NXX basis, provide

blocking to calls with 900 prefixes. Such blocking shall be provided without interruption of other services. All requests by the customer to remove blocking must be submitted to the Company in writing.

B. Application of Rates

Initial blocking requests shall be offered at no charge to the customer. For all subsequent blocking requests, a Service Order Charge and Central Office Charge may apply for each request.

3.14.8. Coin Supervision Additive Service

A. General

The Company will provide Coin Supervision Additive Service to Payphone Service Providers who order local exchange service lines for the provision of pay telephone service and require central office coin supervision capability. Coin Supervision Additive Service provides the capability of central office line equipment to pass signals and/or tones for a local exchange service line to a trunk terminating at the Payphone Service Provider's operator service provider. The service allows the operator service provider to recognize coin deposits, return coins to users, and automatically ring back the originating line upon completion of a call.

B. Application of Rates

A monthly Coin Supervision Additive Service charge is assessed on a per line basis.

3.14.9. Presubscription

A. General

1. Presubscription is the process by which end user customers may select and designate to the Company an interexchange carrier to place, without any special codes, their interlata and intralata calls.
2. An end user may select a Primary Interexchange Carrier (PIC) for all its lines, or it may indicate a different interexchange carrier for each of its lines. Only one interlata and intralata carrier may be selected for each line terminating in the same hunt group.

B. Application of Rates

1. After the end user's initial selection of an interlata and intralata carrier or the designation that they do not want to presubscribe to any interexchange carrier, the end user will be charged for any change in selection. This nonrecurring charge will be billed to the end user who is the subscriber to the Local Exchange Access Service. It is in addition to the interstate presubscription charge.
2. In the event the end user is incorrectly presubscribed due to misassignment on the part of the Company, no charge shall apply.
3. In the event an end user is incorrectly presubscribed due to misassignment on the part of the interexchange carrier, and the interexchange carrier is unable to document such an assignment, the Company will apply the charge to the responsible interexchange carrier and assign the end user to an interexchange carrier of the end user's choice.

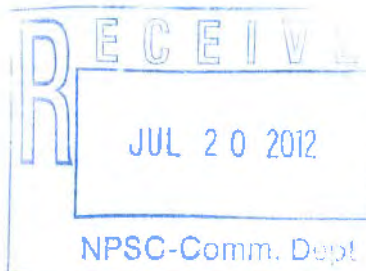
Section 4. RATE LIST

4.1. Local Exchange and Extended Area Service

<u>Local Exchange</u>	<u>Monthly Charges</u>	<u>EAS Adder</u>
Cambridge		
Business Rates	\$27.50/line	\$1.40
Pay Station	\$27.50/line	\$1.40
Residence Rates	\$17.50/line	\$1.00
Bartley		
Business Rates	\$27.50/line	\$1.40
Pay Station	\$27.50/line	\$1.40
Residence Rates	\$17.50/line	\$1.00

4.1.1. ISDN-PRI Services

	<u>Monthly</u>	<u>NRC</u>	(N)
	<u>(\$)</u>	<u>(\$)</u>	
a. Primary Rate Access Facility, each	ICB	ICB	
b. ISDN - PRI Interface:			
23B+D	ICB	ICB	
24B	ICB	ICB	
23B+Back-up D	ICB	ICB	
c. Caller ID and Call-by-Call Service	ICB	ICB	
d. Caller ID, per PRI Interface	ICB	ICB	
e. Call-by Call Service Selection	ICB	ICB	
f. PRI Reconfiguration Charge			
Trunk Change Charge, per PRI			
Change in D-channel configuration			
(23B+D; 24B; 23B+Back-up D)	ICB	N/A	
g. Individual Additional Telephone Numbers			
each	ICB	ICB	



Section 4. RATE LIST**4.1. Local Exchange and Extended Area Service**

<u>Local Exchange</u>	<u>Monthly Charges</u>	<u>EAS Adder</u>
Cambridge	Business Rates \$27.50/line	\$1.40
	Pay Station \$27.50/line	\$1.40
	Residence Rates \$19.95/line	\$1.00 (I)
Bartley	Business Rates \$27.50/line	\$1.40
	Pay Station \$27.50/line	\$1.40
	Residence Rates \$19.95/line	\$1.00 (I)

4.1.1. ISDN-PRI Services

	<u>Monthly</u> <u>(\$)</u>	<u>NRC</u> <u>(\$)</u>
a. Primary Rate Access Facility, each	ICB	ICB
b. ISDN - PRI Interface:		
23B+D	ICB	ICB
24B	ICB	ICB
23B+Back-up D	ICB	ICB
c. Caller ID and Call-by-Call Service	ICB	ICB
d. Caller ID, per PRI Interface	ICB	ICB
e. Call-by Call Service Selection	ICB	ICB
f. PRI Reconfiguration Charge Trunk Change Charge, per PRI Change in D-channel configuration (23B+D; 24B; 23B+Back-up D)	ICB	N/A
g. Individual Additional Telephone Numbers each	ICB	ICB

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Local Exchange Service Tariff

4.3 Leased Cable Pairs/Special Circuits (cont'd.)

	<u>Monthly Charges</u>	<u>NRC*</u>
Off-Premises Extensions – same contiguous property Maintenance fee – per 100 feet or portion thereof	\$1.00	
Off-Premises Extensions – non-contiguous property Bridged in field – no SLC** Bridged in CO – SLC**	Access Line Rate	Svc Order Chrg + CO Chrg

4.4. Trunk Hunting

	<u>Monthly Charges</u>
Per trunk	\$8.25

4.5. Central Office Calling Features

<u>Features</u>	<u>Monthly Charges Per Line</u>
Automatic Call Back	\$2.50
Automatic Recall	\$2.50
Block Caller ID (per line)	\$2.50
Call Forwarding	\$2.50
Call Waiting	\$2.50
Caller ID - Number	\$2.50
Distinctive Ringing/Call Waiting	\$2.50
Expanded Speed Dial	\$5.00
Selective Call Acceptance	\$2.50
Selective Call Forwarding	\$2.50
Selective Call Rejection	\$2.50
Speed Calling – 8	\$2.50
Speed Calling – 30	\$2.50
Three-Way Calling	\$2.50
Three-Way Calling w/UTF (PBX)	\$5.00
Toll Restriction w/PIN	\$5.00
Toll Restriction (bulk)	\$5.00
Package:	\$5.00
(Call Forwarding, Call Waiting, Speed Calling (8 numbers), Three-Way Calling)	

*Nonrecurring Charge

**Minimum charge = Service Order Charge + Central Office Charge

Issued: 04/17/08

Effective: 04/28/08

Local Exchange Service Tariff

4.6. Directory Listing Service

	<u>Monthly Charges</u>
Extra Listing	
Residential	\$3.00
Business	\$6.00
Foreign Exchange Listing	
Residential	\$3.00
Business	\$6.00
Non-listed Number	\$2.50
Non-published Number	\$2.50

4.7. Foreign Exchange Service

	<u>Monthly Charges</u>	<u>NRC*</u>
Line	Access Line Rate	Svc Order Crg+ CO Crg + Connectg Company NRC*
Mileage – Company facilities per circuit	\$5.00/ami (or fraction thereof)	
Connecting Company facilities	Connecting Company rates and charges	
Supplemental toll charge	\$2.00/ea \$0.01 of sta-sta toll rate	
Toll restriction	\$5.00	
Special equipment	ICB	ICB

4.8. Monthly Maintenance Plan

	<u>Monthly Charges</u>
Monthly Maintenance Plan Crg (per line)	\$2.00

4.9. Public Telephone Service

	<u>Charge Per Call</u>
Local Call Rate	\$.25
*Nonrecurring Charge	

Local Exchange Service Tariff

4.10. Semi-Public Telephone Service

	<u>Monthly Charges</u>	<u>NRC*</u>
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Business Access Line	\$27.50	Time & Material
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4.11. Operator and Directory Assistance Services

	<u>Charge Per Call</u>
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Credit Card Call - Local	\$.75
Operator Station Call - Local	\$1.50
Person to Person Call - Local	\$3.25
Busy Line Verify - Local and Intrastate	\$1.75
Busy Line Interrupt - Local and Intrastate	\$2.50
Directory Assistance Charge (local and within 308 area code)	\$1.25

4.12. 911 Service

	<u>Charges</u>
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Access lines to PSAP	Business Access Line Rate
Interexchange facilities (if required)	Special Access Rates (see NITA Access Tariff)
Database updates	\$45.00/per occurrence

4.13. Miscellaneous Services

4.13.1. Fire Alarm Equipment

	<u>Monthly Charges</u>
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Fire Bar Equipment (for 10 lines)	\$10.00
Fire Phone Line	\$2.50

4.13.2. Recorded Toll Identification

	<u>Charges</u>
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Per occurrence	\$20.00
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4.13.3. Malicious Call Trace Service

	<u>Monthly Charges</u>	<u>NRC*</u>
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Service Fee	\$15.00	Svc Order Crg + CO Crg
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*Nonrecurring Charge

Issued: 04/17/08

Effective: 04/28/08

Local Exchange Service Tariff

4.13.4. Reserving Telephone Number Groups

	<u>Monthly Charges</u>
Per each group of 100 numbers	\$50.00

4.13.5. Telephone Number Intercept Recording

	<u>Monthly Charges</u>	<u>NRC*</u>
Intercept Service	\$2.00	Svc Order Crg

4.13.6. Coin Supervision Additive Service

	<u>Monthly Charges</u>
Coin Service	\$2.21

4.13.7. Presubscribed Interexchange Carrier (PIC) Change (Intrastate)

	<u>Charges</u>
Per occurrence	\$5.00/line

4.14. NSF Check Charge

	<u>Charges</u>
Per occurrence	\$20.00

4.15. Service Charges

	<u>Charges</u>
Central Office Charge	\$7.50
OSP Labor Charge 8:00 am – 5:00 pm (1/2 hour minimum)	\$60.00/hour
OSP Labor Charge ~ After hours, weekends (1/2 hour minimum)	\$75.00/hour
Loop Test Charge	\$10.00
Reconnect Fee	\$20.00
Service Call Charge (no wire maintenance agreement)	\$30.00
Service Order Charge	\$7.50
Service Connection Charge (includes service order charge, \$7.50 & central office wiring, \$7.50)	\$15.00
Travel Charge	\$12.50

*Nonrecurring Charge

Local Exchange Service Tariff

4.13.4. Reserving Telephone Number Groups

Monthly Charges

Per each group of 100 numbers \$50.00

4.13.5. Telephone Number Intercept Recording

Monthly Charges NRC*

Intercept Service \$2.00 Svc Order Crg

4.13.6. Coin Supervision Additive Service

Monthly Charges

Coin Service \$2.21

4.13.7. Presubscribed Interexchange Carrier (PIC) Change (Intrastate)

Charges

Per occurrence \$5.00/line

4.14. NSF Check ChargeCharges

Per occurrence \$20.00

4.15. Service ChargesCharges

Central Office Charge \$7.50

OSP Labor Charge 8:00 am – 5:00 pm \$60.00/hour
(1/2 hour minimum)OSP Labor Charge ~ After hours, weekends \$75.00/hour
(1/2 hour minimum)

Loop Test Charge \$10.00

Reconnect Fee \$20.00

Service Call Charge \$30.00
(no wire maintenance agreement)

Service Order Charge \$7.50

Service Connection Charge \$30.00
(includes service order charge, \$15.00 &
central office wiring, \$15.00)

Travel Charge \$12.50

*Nonrecurring Charge

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**Section 5. EXPLANATION SYMBOLS REFER MARKS, AND
ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

