

SCHEDULES OF REGULATIONS AND RATES  
APPLYING TO THE INTRASTATE SERVICES  
AND FACILITIES OF  
ELSIE COMMUNICATIONS, LLC

EXPLANATION OF SYMBOLS

- (C) - Change in regulation or condition which affects a rate or charge
- (D) - Discontinued regulation, condition, rate or charge
- (CR) - Change in rate or charge
- (I) - Rate increased
- (N) - New regulation, condition, rate or charge
- (M) - Moved text, no other modifications
- (R) - Rate reduced
- (T) - Change in text only – no change in regulation, condition, rate or charge
- (X) - Correction of typographical or spelling error

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1. General

1.1 Definitions

All words and terms used throughout this tariff, in addition to usual meanings, are intended to have the meanings regularly ascribed to them by the telecommunications industry.

1.2 Exchange Areas

Exchange areas are defined by metes and bounds descriptions contained in various certificates and/or Public Service Commission orders.

Elsie Communications, LLC provides service in the following exchange in Nebraska:

2. RULES AND REGULATIONS

2.1 General

These Rules and Regulations apply generally to all services and facilities furnished by Elsie Communications, LLC, hereinafter referred to as the "Company". There is intended to be no inconsistency between these Rules and Regulations and more specific rules, which are included within the Tariffs. If there should appear to be any such inconsistency, the more specific rules shall be regarded as prevailing over these Rules and Regulations.

2.11 Purpose of the Company

The Company is authorized and obligated to provide service within the territories certificated to it by the Nebraska Public Service Commission. The Company furnishes Telecommunication services as a public utility accordance with its tariffs on file with the Nebraska Public Service Commission and is subject to regulation by the Nebraska Public Service Commission.

2.12 Adoption of the Tariff by the Company

The rules and regulations contained in this tariff have been adopted by the Board of Directors of Elsie Communications, LLC in compliance with its Articles of Incorporation, by-laws and all known Federal and State laws applying to the provision of telephone service.

2.13 Inspection of Company's Tariff

- a. Copies of these Rules and Regulations together with rate schedules and forms for application contract are on file for inspection at the business office of the Company during normal business hours. The Company may 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.
- b. A copy of the credit and collection rules shall be furnished upon request to any applicant for service or to any customer undergoing disconnection proceedings.

2.14 Tariff Applicability

- a. The rules, regulations and rates contained in this tariff apply to the general public located within the certificated service area of the Company and to all services rendered by the Company except as otherwise provided for in individual rate schedules or a special contract between the Company and a customer.
- b. 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.

2.15 Special Services and Facilities

- a. Special Services and facilities, not otherwise mentioned in, provided for, or contemplated by the Tariff schedules of the Company, may be furnished or leased pursuant to special contract for such special service or facility 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. All contracts which may be entered into pursuant to this Tariff provisions shall be submitted to the Nebraska Public Service Commission (NPSC) for its records.
- b. In the event any such special service of 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 days written notice to the customer; and provided further that the NPSC may terminate such contract whenever, in its opinion, public interest requires such termination.

2.16 Construction Charges

- a. When underground or buried service connections are desired by a customer as an initial installation in a area where the Company would ordinarily use aerial construction, or where a customer is serviced by existing aerial plant and desires that these facilities be buried or placed underground, the following applies:
  1. The method of installing direct buried cable will be at the discretion of the Company. In instances where cable is placed in a customer-provided trench, Backfilling the trench will be the responsibility of the customer. In addition, the customer shall pay the installed cost of the buried cable, less the estimated cost of the installation of aerial facilities with the same capability.
  2. In instances where facilities are changed from aerial to buried at the customer's request, the customer shall pay the cost of removing the aerial facilities.
  3. Where the Company would not normally use conduit facilities, and the customer requests that cable be laid in conduit, the underground conduit shall be constructed and maintained at the expense of the customer.
  4. The duct or ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use.
  5. Cable installed in conduit will be maintained and replaced at the expense of the Company where the conduit in which the cable is installed has been inspected in place by the Company, and approved. Repairs and replacements of cable in conduit not so inspected and approved, or repairs or replacements of cable in conduit made necessary by damages caused by the customer or his representatives will be made only at the customer's expense.

- b. The Company reserves the right to specify the exact type, design, and quality of new plant construction necessary for all service line projects and this option shall in no way influence the application of advance payment as specified below.
- c. Service may be furnished for special business of a temporary nature, such as oil leases or road construction camps which may or may not remain in a fixed location for any considerable length of time, in accordance with regulations herein, except that the customer will be required to pay the entire cost of new construction necessary to establish the service, and may be required to pay the cost of its removal.
- d. Pole leads and circuits on public highways or private property, whether furnished at the expense of the Company or the customer, are maintained by the Company and ownership therein is vested in the Company or, in the case of pole leads on public highway or private property, may be vested in some other company with whom the Company has a joint use agreement.
- e. Where necessary and applicable, provisions in Section 2.15 of this tariff may apply in addition to conditions listed in 2.16 a. above.
- f. Extensions of the Distributing Plant
1. Within the City Limits, the Company will extend its distributing plant to furnish regular exchange service to any customer without requiring a construction charge, subject to the regulations as specified in the Tariff.
  2. Outside the City Limits, but within the Exchange Area, the Company will extend its distributing plant to provide regular exchange service to customers where facilities are not available, subject to the conditions and regulations as follows:
    - (a) 

<u>Length of New Line Extension, per Route Mile:</u>	<u>Advanced Payments Required</u>
(i) Up to ½ Mile	None
(ii) More than ½ mile	\$100 per 1/10 route mile up to \$1,000.00 maximum amount.
    - (b) Advance Payments
      - (i) Mileage for determining advance payments will be based on route mileage distance from the Company's nearest cable or wire facility.
      - (ii) Advance payments will be applied against the customer's monthly telephone service billing (for local service charges).

- (iii) No portion of the advance payment will be refunded if telephone Service is terminated prior to exhaustion of the advance payment amount.
- (iv) At the Company's discretion for service to temporary locations, i.e., construction sites, mobile homes, etc., the applicant for service may be required to pay the total cost of construction, plus the cost of dismantling, less any salvage value.

g. Outside of certified exchange area

When telephone companies agree to a change in certified exchange boundary lines at the request of an applicant for service, the total cost of construction of the facilities beyond the existing boundary plus any stranded investment of the company releasing the area must be paid by the applicant for service.

- h. When it is necessary to provide service on private property and where right-of-way is not obtainable along public roads, any amount in excess of a right-of-way cost necessary to construct on private right-of-way will be paid by the customer in addition to payments as set forth herein.

## 2.2 Telephone Service

### 2.21 Description of the Telephone Service

- a. Local exchange service and access to long distance service is available to the general public through the facilities owned and operated by the Company in accordance with the Rules and Regulations of this tariff. These services consist principally of local exchange service and access to toll service provided for residential and commercial customers of the Company. In addition to these services the Company may also provide other services as a part of special contracts.
- b. Charges for Company services offered under this tariff are covered in Sections 3 and 4. Long distance telephone charges may be billed to the customer on behalf of other certificated carriers by the Company in accordance with the applicable tariffs.

### 2.22 Application of Business and Residence Rates

- a. Business rates apply at the following locations:
  - 1. In offices, stores, factories, and all other places of a strictly business nature.
  - 2. In boarding houses, except as noted in Section 2.22 b.2. In offices of hotels, halls, and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges, hospitals, libraries and other similar institutions, except as noted in Section 2.22 b.4.



3. At residence locations where the customer has no regular business telephone and when Directory Advertising or other forms of business advertising are used in association with such locations or numbers.
  4. At residence locations, when an extension is located in a shop, office, or other place of business.
  5. In any location where the listing of service at the location indicates a business, trade or profession, except as specified below.
  6. At residence locations where the customer has no regular business phone and the customer's 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).
- b. Residence rates apply only at the following locations:
1. In a location used exclusively as a private residence except as provided in 2.22 a.
  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 Less than five rooms for roomers or which furnish meals to less 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.
  4. In clubs, associations, churches, or fraternal organizations that meet infrequently.

2.23 Application for Telephone Service

- a. Application for service may be made either on the Telephone Company's standard form of application or verbally. Applicants for service may be required to pay in advance, at the time application is made, all charges accruing for the first billing period for exchange service, and the Service Charges if applicable. Customers are subject to these General Rules and Regulations, the General Exchange Service Tariffs and the Local Exchange Tariffs for the particular exchange in which service is furnished.
- b. Subsequent requests from customers may be made verbally, and no advance payment will be required. A move from one location to another within the Company's Service Area is not considered to terminate the contract and orders for such moves may be made verbally.

2.24 Minimum Contract Periods

- a. Except as hereinafter provided or specifically stated in this tariff, the minimum contract period for all services shall be one month. Customers taking service for less than the

Minimum period will be billed for a minimum monthly charge including installation and other nonrecurring charges, if any, as specified under appropriate rate schedule.

- b. The length of the 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 customers.
- c. Where the provision of service requires special or nonstandard types 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, subject to the approval by the Nebraska Public Service Commission.

#### 2.25 Termination of Service

- a. Service may be terminated prior to the expiration of the minimum 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.
  - 1. Where service for which the minimum contract period is one month, the charges Due include payments for the balance of the initial month.
  - 2. In the case of directory listings where the listing has appeared in the directory, the charges will be adjusted based on when during the directory period service is terminated.
  - 3. Contracts for periods of longer than one month covering services whose Installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original customer.
- b. Service may be terminated after the expiration of the minimum contract period, upon the Company being notified, in writing, and upon payment of all charges due to the date of Termination of the service.

#### 2.26 Authorized Use of Company Service and Facilities by the Customer

- a. Customer telephone service, as distinguished from public telephone service, is furnished only for exclusive use by the customer, family, employees or business associates, or persons residing in the customer's household, except as the use of the service may be extended to persons temporarily subleasing a customer's residential premises. The Company has the right to refuse to install customer service or to permit such service to remain on public premises unless the instrument is so located that it is not accessible for public use.

- b. The Company strictly prohibits any customer from charging or receiving compensation from another for services or use of the facilities provided to that customer without the prior written approval of the Company.

2.27 Use of Profane Language or Impersonation of Another

- a. 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.
- b. The Company will attempt to identify nuisance calls only after proper arrangements have been made with the Company.

2.28 Use of Unlawful Purposes

- a. 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.
- b. 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.

2.29 Connection of Automatic Dialing and Announcing Devices

- a. This rule applies to use of automatic dialing or automatic announcing devices when operated or used for the purpose of making a solicitation telephone call.
  - 1. A solicitation telephone call includes any telephone call by or for a commercial, Political, charitable, polling or other entity which has the purpose or effect, directly or indirectly, of soliciting a sale, a contribution or donation, or an opinion or information or other specific action on the part of the called party.
  - 2. An automatic dialing device is any user terminal equipment which, when connected to a telephone line, can dial, with or without manual assistance, telephone numbers which have been stored or programmed in the device or are produced or selected by a random or sequential number generator.
  - 3. An automatic announcing device is any user terminal equipment which, when connected to a telephone line, can disseminate a recorded message to the telephone number called, either with or without manual assistance.
- b. No automatic announcing device, either in conjunction with an automatic dialing or other device or separately, shall be connected to or operated over, the telephone network unless;

1. The device or its operator, within five (5) seconds after the called party hangs up, recreates a disconnect signal or on hook condition which allows the called party's line to be released, if the called party would otherwise be unable to obtain dial tone after hanging up; and
  - (a) The automatic announcing device used pursuant to prior agreement between the calling and called parties; or
  - (b) The recorded message begins with or is preceded by a statement announcing the name, address, and call-back telephone number of the calling party, the purpose or nature of the message, and the fact that the message is a recording.
- c. Automatic dialing and announcing devices (ADAD), when used in conjunction, shall not be connected to, or operated over, a telephone line unless:
  1. No calls are made to emergency telephone numbers. Emergency telephone numbers are those identified as such in the telephone directory for the exchange to which ADAD calls are made and also those numbers included on a list provided by the telephone facility of each such exchange. This list shall be provided to the prospective ADAD user upon the Company's receipt of the notice required by Section 2.29 c.4, below. The list shall include the numbers of customers who have requested inclusion on the list and have proven to the satisfaction of the Company that ADAD calls would substantially interfere with the customer's ability to render emergency services in situations involving danger of life, health or property. The customer of the Company may request Commission determination of the appropriateness of inclusion on the list. Changes in the list shall also be provided to ADAD users who have not ceased operation.
  2. No calls are made, except pursuant to prior agreement between the calling and called parties,
    - (a) Before 9:00 a.m. and after 9:00 p.m.; and
    - (b) At such other times when operation might cause substantial impairment of service, as determined by the telephone Company pursuant to Section 2.29. e. below.
  3. All attempted calls are terminated and a disconnect or on hook condition created when the call is not completed within thirty seconds.
  4. At least five days prior to operation, the prospective user provides the Company of each exchange from and to which telephone calls are to be made with the ADAD a written notice containing the following information:
    - (a) The prospective user's name, address and telephone number;
    - (b) The address and telephone number from which the ADAD calls are to be made;

- (c) A description of the ADAD, including whether it is FCC registered;
  - (d) A summary of the nature of the calls to be made;
  - (e) The calendar days and clock hours during which the ADAD's to be used; and
  - (f) An estimate of the expected traffic volume, in terms of message attempts per hour and average length of completed message.
- d. The user of the ADAD equipment shall notify in writing the Company of each exchange from and to which the telephone calls are to be made of any substantial change in the information provided pursuant to 2.29 c.4. above, at least three days before such change, and also of any actual traffic volume which substantially exceeds the estimated volume, promptly after the actual traffic volume is determined.
- e. If the Company providing the originating service to the ADAD user determines, from review of the information provided by the ADAD user or otherwise, that the telephone service of others is or may be substantially impaired, it may provide service subject to reasonable written conditions necessary to prevent such impairment or, in the absence of such conditions, may refuse or immediately discontinue service to the ADAD user, in making such determinations, the Company shall consider information received from other telephone utilities of any exchange to which ADAD calls are, or would be, made. Failure by the ADAD user to comply with the conditions set forth by the Company shall be grounds for immediate termination of service.
- f. If the ADAD user fails to comply with the provisions of this rule, the Company providing originating service may refuse to provide service until the noncompliance is remedied or may terminate service upon five days prior written notice, except as otherwise specified in Section 2.29 e. above.

2.3 Standards on Billing Practices

2.31 General Policy

- a. The customer is required to pay all charges, as set forth in this tariff, for telecommunications services (including collect toll messages which have been accepted at the customer's telephone). In addition to those charges, the Company will add applicable federal excise, franchise, sales taxes, or other authorized surcharges to each monthly bill as a separate charge.
- b. Recurring charges will be billed monthly in advance except that certain Federal government service, provided under contract, and toll charges are billed in arrears for all customers. Special billing may be made by the Company to any customer where the total amount due the Company becomes unusually high without valid reason, or when the customer cancels service. Any special billing not paid on demand, shall be considered delinquent.

- c. All bills for Company service are due and payable upon receipt. A bill shall be deemed delinquent if payment thereof is not received by the Company or its authorized agent or is not postmarked on or before the date stated on the bill which date shall be the fifteenth (15th) day after the date of mailing of the bill to the customer. In the event a postmark on a customer's payment received after the due date is not discernible, a three-day mailing period will be presumed.
- d. If the last calendar day for remittance falls on Saturday, Sunday, legal holiday or other day when the offices of the Company are not open to the general public, the final payment date shall be extended through the next business day.

2.32 Handling of Checks

- a. Checks on banks will be accepted for payment of bills or other amounts due the Company.
- b. If a customer issues an insufficient fund check as payment for telephone service, it will be considered to be non-payment. The Company may, at its discretion, assess the customer a \$15.00 service charge for processing the insufficient fund check or turn the check over to the appropriate law enforcement agency for prosecution. If a customer causes the insufficient fund check to be made valid or pays in cash but refuses to pay the \$15.00 service charge, the customer shall be considered to be in arrears and telephone service will be disconnected seven (7) days after notice, by mail or telephone has been given. Non-sufficient fund checks received on or before the tenth of the month for the prior month's service must be made good within seventy-two (72) hours, or service will be discontinued. Non-sufficient funds checks received after the fifteenth (15<sup>th</sup>) for prior month's service must be made good the same day as returned to the office, or service will be disconnected on that date.
- c. The maintenance of service charge will be applied when it becomes necessary to visit a customer premises to collect for a non-sufficient fund check.
- d. If any customer renders three non-sufficient fund checks during a twelve (12) month period, the Company shall notify the customer that subsequent payments must be made in cash, cashier's or money orders. After the Company receives the second non-sufficient fund check within a twelve (12) month period, the business office will notify the customer of the Company's policy regarding non-sufficient fund checks.

2.33 Contents of a Bill

- a. Each telephone bill issued to a customer shall contain the following information:
  - 1. The period of local service billed for ("billing period"), the approximate date of Mailing ("mailing date") and the final date by which payment can be received before the bill is deemed delinquent.

2. Monthly local service charges, including access line and extra directory listing charges. Such charges shall be itemized following an initiation or change of service, and itemized upon customer request.
  3. Total toll charges, with information of each toll call as to its date, time, length rate code at which billed, place called and telephone number called. Additionally, if the call is a collect, credit card or third number call, the telephone number and city called from shall be shown. Included on the bill shall be an explanation of the rate codes.
  4. Service charges for non-recurring items such as directory assistance or service connection charges, itemized for each charge separately included in filed tariffs.
  5. The amount due for excise taxes.
  6. The amount due for sales taxes.
  7. The amount due for franchise taxes or surcharges where applicable.
  8. The total amount (sum of 2 through 7 above) due for service in the current billing period.
  9. The amount of additional charges due for past due accounts, collection charges, Reconnection charges, installation payments or other charges authorized in the Company's tariffs.
  10. The amount of any adjustments or credits.
  11. The total amount due.
  12. The address and telephone number of the Company and the identification of the Person or office where a customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise complain.
- b. The Company may include on the bill charges for special service which are not authorized by tariff or otherwise specifically regulated by the Commission, such as the sale of merchandise or directory advertising. Charges for special service shall be designated clearly and separately from charges for telephone service.
- c. If a customer makes partial payment for the total bill, the payment shall be credited first to the additional charges (a.9. above), then to current charges (a.8. above) and then to special charges (b. above) for purposes of discontinuance of service.
- d. The Company shall make an adjustment or refund as required below if a customer's service is interrupted other than by negligence or willful act of the customer. The adjustment or refund shall be a pro rata part of the monthly local service charges for the period of time during which service was interrupted; except an adjustment or refund is no required for the time when the Company stands ready to repair or restore service and the customer does not provide access necessary for the repair or restoration. The adjustment or refund may be accomplished by a credit on a subsequent bill for telephone service.

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An adjustment or refund shall be made:

1. Automatically, if the service interruption lasts for more than forty-eight (48) Hours after being reported to the Company and adjustment or refund exceeds \$1.00 in amount; and
2. Upon customer oral or written request, if the service interruption lasts twenty-Four (24) to forty-eight (48) hours after being reported to the Company, and the Adjustment or refund exceeds \$1.00 in amount.

2.34 Other Applicable Taxes

- a. In addition to provisions in Subsection 2.33, any other forms of tax imposed upon the Company by any taxing authority shall be charged on a proportionate basis to all customers receiving service within the jurisdiction of such taxing authority. Such taxes including franchise, occupation, license and similar tax, shall be, in all cases, charged in addition to the regular telephone service charges.
- b. All such taxes so imposed on the Company shall be billed periodically to each customer statement within the city limits, county or other legal taxing areas.
- c. The pro rata tax applicable to each customer will appear on the regular customer statement identified as such.

2.35 Change of Occupancy

- a. When a change of occupancy or legal responsibility takes place on any premise served by the Company, notice shall be given 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 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.
- c. The Company is not responsible for errors, delay or expense resulting from procedures other than those defined in this tariff.

2.36 Cancellation of Service at Customer Request

- a. All cancellation requests made to the Company by the customer shall be made to the business office or the Company. Such requests shall be made at least three business days in advance.
- b. When cancellation occurs prior to the start or installation of service by the Company, no charges will apply except as provided in (c.) and (d,) following.



- c. When installation of facilities has been initiated or service established and provided prior to cancellation a charge equal to the estimated installed cost, less salvage value may be applied or a charge equal to the minimum period of service, including installation charges, if any, and full amount of any termination charges applicable, whichever is less may be assessed.
- d. 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.

2.37 Security Deposits

- a. The Company may require the customer to provide proof of identity and credit information to the Company before service is established. The Company may require a cash deposit to guarantee payment of bills for telephone service if:
  - 1. The Company establishes that the customer has an unsatisfactory credit rating Or has insufficient prior credit history upon which a credit rating may be determined; or
  - 2. The customer has outstanding, with any utility, an undisputed and unpaid service account which accrued within the last five (5) years; or
  - 3. The customer has, in a unauthorized (or illegal) manner, interfered with or used the service of a telephone company within the last five (5) years; or
  - 4. The customer fails to pay an undisputed bill before the delinquency date for three (3) consecutive billing periods.
- b. No deposit shall be required by the Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income or geographical area of residence of any applicant.
- c. The amount of the deposit required shall not exceed the amount of two (2) months projected average bills. For purposes of establishing deposits and projecting monthly bills, the Company shall consider the length of time the customer can reasonably be expected to take service, past usage patterns and usage patterns of similar customers. The amount of the deposit may be adjusted if the character or usage of the customer's service should change.
- d. The Company may permit payment of any required residential deposit in equal installments over a period of at least three months. If such residential deposit is greater than one hundred dollars (\$100.00), a substantial portion of which is related to toll usage, and the customer wishes to pay the deposit in more than three installments, the Company shall make arrangements to restrict access to the toll network at the rates contained in this tariff, and the customer agrees to pay as part of the installment payments the charges for restricting access to toll during the period of payments. Such charges shall be as provided in these tariffs.

- e. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Company's regulations as to payment of bills.
- f. The Company shall maintain a record of all deposits received from customers showing the name of each customer, the address of the premises for which the deposit is maintained, the date and amount of deposit, and the date and amount of interest paid.
- g. Whenever a security deposit or installment payment thereon is accepted, the Company will issue to the customer a non-assignable receipt containing the details of such receipt.
- h. Upon termination of service, and determination of a final bill, the Company will refund the deposit to the customer less any unpaid telephone bills due the company. When refunded or credited, the deposit shall include accrued simple interest.
- i. The Company may transfer deposits from one customer to another only upon the written request of both customers. Upon termination of the customer's service at a service address, the Company can transfer the deposit to the customer's new active account upon oral or written request by the customer.
- j. In lieu of the security deposit, the Company may accept a surety bond or written guarantee of a responsible party as surety for a customer's service account. A responsible party need not be a telephone customer to qualify as guarantor but must not owe the Company for service previously tendered. A suitable guarantor without telephone service in good standing may be required to provide proof of identity and credit information which would indicate the guarantor's satisfactory credit rating. The Company shall not hold the guarantor liable for sums in excess of the maximum amount of the required cash deposit or for attorney or collection fees. The Company may not disconnect telephone service to the guarantor for failure to pay the guaranteed customer's delinquent account, and such guarantor shall be released upon non-delinquent payment by the guaranteed residential customer of all undisputed proper charges for telephone service for a period of twelve (12) consecutive months or upon termination of service and payment of all telephone bills owed the Company. A guarantor may be released from surety by written ten (10) day notice to the Company; however, the customer would be subject to disconnection unless a deposit is received before the date the guarantor's obligation ceases.
- k. The Company is not obligated to furnish service to any individual or firm that owes for service previously rendered at the same or different address until arrangements have been made to liquidate any previous indebtedness to the Company.

2.38 Discontinuance of Service

- a. The Company may discontinue or refuse service for any of the following reasons:
  - 1. When the customer requests it,
  - 2. When a telephone bill becomes delinquent as provided herein after proper notice has been provided,
  - 3. Without notice in the event of customer use of equipment in such a manner as to adversely affect the access line service to others,

4. Without notice in the event of tampering with the equipment furnished and owned by the exchange carrier,
  5. For violation of or non-compliance with the Commission's regulations governing Access line service supplied by exchange carriers or for violation of or non-compliance with the exchange carrier's tariff on file with the Commission,
  6. Request for service or delinquency in payment for service at an indebted household, unless a customer in the indebted household to whom service is provided and billed has made prompt payment for such service.
- b. None of the following shall constitute sufficient cause for the Company to discontinue or refuse to provide service:
1. Delinquency in payment for service by a previous occupant, other than a member of the same household, of the premises to be served,
  2. Failure to pay directory advertising charges or other unregulated charges,
  3. Failure to pay for operator service provider charges billed by the local exchange carrier if the charge exceeds that of AT&T Communications of the Midwest.
  4. Failure to pay for 900, 960 or 976 calls disputed by the customer.
- c. The Company will not make indiscriminate disconnections without careful investigation.
- d. Except for discontinuance pursuant to Subsection 2.38a.1., 3. And 4., the Company shall not discontinue service unless:
1. At the time proposed discontinuance, for one hour after the discontinuance and on the day following discontinuance, the Company office or personnel identified in the notices given pursuant to Subsections 2.39 and 2.40 are open or available to the customer for the purpose of preventing discontinuance or obtain reconnection, and
  2. The procedures required by Subsection 2.41 are followed.
- e. If a residential customer notifies the Company and establishes that:
1. Discontinuance of telephone service would be especially dangerous to the health of the customer, resident member of the customer's family or other permanent resident of the premises where service is rendered, and
  2. Such customer is unable to pay for such service in accordance with the requirements of the Company's billing, but is willing and able to pay for such Service only in installments.

The Company shall either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so the customer can make arrangements for reasonable installment payments.

- f. In determining whether discontinuance would be especially dangerous to health, the Company may require sufficient proof to verify the customer's claim.
- g. The Company may restrict access to the toll network during the period of postponement or installment payments, and such restriction would not be especially dangerous to health. The reasonable cost of such restriction may be charged to the customer as part of the installment payments. The charge shall be as provided in these tariffs.

2.39 Notice of Discontinuance of Service

- a. The Company shall give the customer seven (7) days written notice before discontinuing service, unless the discontinuance is upon customer request or involves dangerous conditions, violation of Company rules or unauthorized interference with the use of services, Subsections 2.38.a. 1., 3. And 4., in which case the Company may discontinue service immediately.
- b. Notice shall be sent to the account name and address. Service of notice by mail is complete upon mailing. The Company shall maintain an accurate record of the date of mailing.
- c. Notice may be waived in cases involving fraud or illegal use, and when it is clearly indicated the customer is preparing to leave.
- d. When it becomes apparent a customer is mounting a bill which, by comparison to this normal usage, is becoming extraordinarily large and perhaps unmanageable, service may be discontinued without the specified waiting period, but notice must first be given, and an opportunity provided for the customer to make full and proper payment before disconnection is effected.
- e. In some cases, such as obvious abandonment, where as a practical matter properly served notice may not be feasible, the Company will still make every reasonable effort to service notice of its intention to disconnect service to the customer. If this is not possible, no notice will be required for disconnection of service.
- f. If a notice of discontinuance is given pursuant to Subsection 2.51.a., the Company may require a charge fro such notice as provided in the Company's rules, regulations and tariffs.
- g. The Company may discontinue service, either temporarily or indefinitely for the reasons listed in Subsection 2.38, and after proper notice. If the discontinuance is pursuant to Section 2.38.a.2., 5., or 6., charges may be required as follow:
  - 1. If a trip is made to the customer's premises for the purpose of discontinuing service and collection of or arrangements for payment occurs pursuant to circumstances set forth in Subsection 2.41.a.3. a premise visit may be charged as provided in the Company's tariff.

2. Reconnection charges may be required as provided in the Company's rules, regulations and tariffs. Such charges may differentiate between reconnection after discontinuance of service involving no trip by the company's employees and reconnection after disconnection involving such a trip
- h. When the Company discontinues service to the customer, the Company shall also cease charging the customer for services as of the date of discontinuance, or shall make an appropriate pro rata adjustment or refund for the period of discontinuance of the amount owed upon restoral or reconnection of service.

2.40 Information Required to be Contained in Disconnect Notice

- a. The name and billing address of the customer, and the telephone number being disconnected.
- b. A clear, concise statement of the reason for the proposed discontinuance,
- c. The date on or after which service will be discontinued unless the customer takes appropriate action, including the date or time period after which service will be permanently or indefinitely disconnected if a two-stage disconnection process is involved.
- d. Terms under which the customer may avoid discontinuance,
- e. A clear, concise explanation of the charges and conditions for restoral or reconnection of service. For purposes of explaining charges for reconnection which consist of multi-elements, a schedule of such charges may be set forth in the telephone directory, reference may be made to the schedule in the directory.
- f. A statement that discontinuance may be postponed or avoided if a customer can demonstrate that special circumstances prevent complete payment, and satisfactory arrangement can be made with the Company for charges not in dispute.
- g. A statement reasonably calculated to apprise the customer of the availability of the administrative procedure which may be utilized in the event of a bona fide dispute or under other circumstances, such as provided in Subsection 2.5. The address, telephone number and name of the Company office or personnel empowered to review disputed bills, rectify errors and prevent disconnection shall be clearly set forth. The notice shall state that the customer may meet with a designated employee of the Company, and may discuss their reasons for disputing a bill or the Company's reasons for discontinuing service, and may then request reasonable credit arrangements be made or postponement of the discontinuance.

2.41 Reasonable Effort to Avoid Discontinuance of Service

- a. Immediately prior to disconnection of service, the Company shall have one of its employees make a reasonable effort to:
  1. Contact the customer by telephone (or by personal visit if a premise visit is required for disconnection), and identify themselves to the customer or responsible person on the premises, and announce the purpose of the contact.

An attempt at telephone contact is not required if the customer has been sent a notice of disconnection in the prior twelve months.

2. Identify and record the name of the person contacted.
3. If a personal visit is made, and a payment of all amounts necessary to avert disconnection, including any required collection fee and reconnection charge, is tendered, the employee shall either accept such payment, or shall contact the appropriate telephone company office to allow the customer or responsible person to make arrangements for such payment, and thereby avert disconnection.
4. Record statements disputing the accuracy of the delinquent bills,
5. Record statements disputing the accuracy of the Company's findings concerning the cause for the discontinuance, and
6. Record statements concerning the medical condition of any permanent resident of the premises.

- b. If contact with the customer is not made, service may be discontinued as specified in the disconnect notice. If a premise visit was required for initial discontinuance then the employee shall leave a notice upon the premises in a manner conspicuous to the customer disclosing the date and time of discontinuance, and giving the address and telephone number of the telephone office where the customer may arrange to have service restored.

#### 2.42 Restoration of Service

- a. Upon the customer's request, the Company shall restore service promptly when 1) the cause of discontinuance of service has been eliminated, or 2) applicable restoration charges have been paid, or 3) satisfactory credit arrangements have been made.
- b. At all times, every reasonable effort shall be made to restore service on the restoration day requested.
- c. The Company may charge a reasonable fee for the restoration of service as provided in the Company's rules, regulations, and tariffs.

### 2.5 Disputes

#### 2.51 Handling of Disputes

- a. When a customer advises the Company prior to the date of the proposed discontinuance of service that all or any part of any billing as rendered is in dispute, or that the Company's reasons for discontinuance are factually invalid, the Company shall:
  1. Immediately record the date, time and place the complaint is made,
  2. Postpone discontinuance until a full investigation is completed and the dispute is found to be invalid,
  3. Investigate the dispute promptly and completely, and

4. Attempt to resolve the dispute informally in a manner mutually satisfactory to the parties.
- b. A customer may advise the company that a bill is in dispute in any reasonable manner, such as a written notice, in person or by a telephone call directed to appropriate personnel of the Company.
- c. The Company, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communications, personal meetings, formal or informal hearings, on-site visits or any other technique reasonably conducive to settlement of disputes.
- d. In the event a dispute is not resolved to the satisfaction of the customer after a full investigation, and the Company intends to proceed with discontinuance, the Company shall advise the customer of complaint procedures available before the Public Service Commission of the State of Nebraska. The Company may then discontinue service if Proper notice has been given.
- e. A dispute shall not be defined as bona fide and just if a customer does not pay the undisputed portion of the bill in question, or does not, after being notified of their right to do so, contact the Public Service Commission of Nebraska concerning the disputed portion in an effort to resolve the conflict within five days of a completed Company investigation.
- f. The Company shall publish in its telephone directory a conspicuous notice stating that customers who are unable to obtain a satisfactory resolution of a dispute with a telephone or other public utility may contact the Public Service Commission of Nebraska for information as to possible further remedies.

## 2.6 Responsibilities and Obligations of Company

### 2.61 General

- a. The Company's obligation to furnish exchange telephone service and access to toll 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 approved tariffs, as a regulated public utility under the jurisdiction of the Nebraska Public Service 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.

2.7 Ownership, Maintenance, and Use of Facilities

2.71 General

- a. All facilities furnished by the Company extending to and including the network interface device (NID) installed 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 facilities or for the purpose of removing such facilities. Such facilities are not to be used for transmitting, delivering or collecting any message where any toll or consideration has been or is to be paid to any party other than the Company without the written consent of the Company.
- 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 indemnify and hold the Company harmless from any claims, loss or damage from such facilities.
- d. A Network Interface Device (NID) may be provided so the customer can conveniently test customer owned facility before calling the Company for maintenance.

2.72 Telephone Directories

- a. Telephone directories, containing and 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. The Company may make a charge for additional directories.
- b. The Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced, or mutilated while in possession of the customer.
- c. The customer assumes all legal responsibility in regard to the authenticity of the name listed on the application form and ultimately in the directory.
- d. 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 publications of such errors in the directory nor 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 pro rata reduction of the charge for the affected 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.

- e. In the cases 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.

2.73 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 advisable in the conduct of its business.

2.74 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 of other Companies, the Company does not assume any liability for any action of the connecting company.

2.75 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, unless such defacement or damage is the result of the negligence of the Company, or its employees.

2.76 Limits of Company Liability

- a. The liability of the Company, if any, for any loss or damage arising from any act, omission, mistake, interruption or delay, or defect in transmission in the course of furnishing services or facilities which is not caused by the negligence or willful act of subscriber, shall not exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which the event creating liability occurs. All claims or suits of subscriber or any others, except claims or suits associated with the Company's willful misconduct, are subject to this limitation. This liability for damages shall be in addition to any amounts that may otherwise be due the subscriber under this tariff as a credit allowance for interruption of service.
- b. When the facilities or equipment of other telephone companies are used in connecting points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.
- c. The Company shall not be liable for any accident or injury occasioned by apparatus or equipment provided by it when such accident or injury is not due to the negligence of the Company.
- d. The Company shall make all reasonable efforts to prevent, and where applicable, repair interruptions in service, but does not guarantee the uninterrupted working to its lines or equipment. The Company shall provide allowance for interruption in service when such

interruption shall have continued for a period of more than twenty-four (24) hours after detected by or reported to the Company. However, when interruption is not due to the Company's negligence or willful act, (e.g., widespread disaster) allowance shall be provided only if the interruption shall have continued for a period of seven (7) days after detected by or reported to the Company. An adjustment in charges or a refund to the subscriber based upon a pro rata portion of the monthly service and equipment rental charge for the period of interruption shall be made by the Company as allowance becomes due. Adjustments in charges for interruptions reported to the Company that shall have continued as circumstances warrant. No allowance shall be made for interruption due to negligence or willful conduct on the part of the subscriber.

- e. The Company shall not be liable for damages to premises resulting from placement or removal of the Company's equipment and associated wiring on such premises when such damage is not caused by the Company's negligence.
- f. The Company shall not be liable for damages associated with subscriber-provided equipment used in connection with Company's services unless the contributing cause is the Company-provided connection arrangement.
- g. The subscriber shall indemnify, defend and save the Company harmless against claims for libel, slander, infringement of copyright arising from the use of material transmitted over its facilities, or infringement of patents arising from combining with or using in connection with the facilities of the Company, apparatus or systems of the subscriber. Further, subscriber shall indemnify, defend and save the Company harmless against all other claims arising out of any act or omission of the subscriber in connection with the services or facilities provided by the Company.

## 2.8 Responsibilities and Obligations of Customers

### 2.81 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 their financial obligation. Payments may be made to the Company business office or authorized collecting agents, 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 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 installed or placed on their premises, or apparatus connected to such equipment without written consent of the Company. In the event there is available evidences that a customer manipulates or tampers with any service or Company-owned facilities, the Company shall have the right to immediately discontinue service without notice. 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 their authorized agents and users, including the reimbursement to the Company for any losses through theft, fire, or vandalism occurring as a result of such negligence.
- e. The customer is responsible to maintain clean, safe, and hazard free working conditions, environment and equipment for the employees, equipment, and agents of the Company. In no case is the Company required to work in an unsafe or hazardous condition, or to Place in jeopardy or possible harm its perennial or facilities.
- f. Any damages or harm caused by customer actions or failure to act on the customer side of the point of interconnection (NID) or abide by the rules in 2.82, following, shall in no way liability of the Company.

2.82 Connection of Terminal Equipment and Communications Systems

- a. Terminal equipment and communications systems may be connected with the facilities furnished by the Company for telephone services as provided in these conditions and as set forth in the FCC registration program contained in Part 68, Chapter 1, Title 47 of the Code of Federal Regulations. The 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, required change in or alteration of equipment or other facilities of the Company.
  - 4. Not interfere with the proper function of Utility equipment or facilities.
  - 5. Not impair the operation of the telephone network or otherwise injure the public in the use of the Company's services.
- b. The customer shall provide the company the following information about such equipment or systems:
  - 1. FCC Registration Number,
  - 2. Such other information that may be required to assure compatibility of the connected equipment and proper administration of all applicable laws, rules and regulations.
- c. Upon notice from the Company that the 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 any customer's premises where a service difficulty or trouble report results from such equipment or facilities.

- d. A service charge, as provided at 3.64, will be billed to the customer for each premise visit necessary where the service difficulty or trouble is found to be caused by such equipment. Any work performed by Company employees necessitated by such equipment will be done at additional charge based on costs of time and materials.
- e. The Company shall not be responsible for the installation, operation or maintenance of any such 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 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 such equipment or systems, or the quality or defects in such transmission, or the reception of signals by such equipment or systems.
- f. The Company shall not be responsible to the customer if change 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.
- g. Where any customer provided equipment or system is used with telephone service in violation of any of these conditions, the Company will take such immediate action as necessary for the protection of the network and will promptly 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 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.
- h. The customer is responsible to determine that termination equipment and communication systems are 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 such equipment and determined the trouble to be in the Company's facilities. If the Company finds upon testing that the trouble was in the customer's equipment or wiring and not the Company's facilities, a charge (see section 3.63 (a.) (4)) will be assessed to the customer for time and equipment utilized by the Company to make any required tests.

#### 2.9 Waiver of Requirements

The requirements contained in these standards, rules and regulations may be waived in individual cases by the Nebraska Public Service Commission upon written request by the Company, and a Showing that compliance with the requirement would serve the interests of neither the company nor the customer.

3. LOCAL SERVICES

3.1 Local Exchange Telephone Service – Basic Service Rates

These monthly rates apply to all subscribers of the Company. This rate covers the provisions of network access to a local customer location, and entitles the customer to local calls (without toll charge) to all local stations connected to a central office of the exchange, or to all local extended local service area where comprised of more than one exchange. Touchtone dialing capability is included. Service may be temporarily suspended at the customer’s request under a Number Reserve Rate.

The following rates apply to all customers for basic local exchange service within the exchange of Elsie:

	<u>Monthly Rate</u>
Business Access Line	\$29.95
Residence Access Line	\$19.25

3.1.1 State Lifeline Program

The State Lifeline Program (“State Lifeline”) is a retail local service offering designed to make telephone service available at reduced rates to qualifying low-income customers.

a. General

1. A qualifying low-income customer subscribing to State Lifeline shall receive state reductions to their monthly tariffed residential local exchange access line rate.
2. Nothing in this section shall prohibit a customer who is otherwise eligible for State Lifeline from obtaining and using telecommunications equipment and services designed to aid such customer in utilizing qualifying telecommunications service.
3. State Lifeline rate reductions apply only to basic network service and do not apply to non-basic services, regulated or non-regulated, such as long distance service or custom calling services. Customers may subscribe to these services, where available, at their discretion. If the customer subscribes to a bundled service, where available, the discount shall only apply to the basic network service portion of the bundled service.
4. State Lifeline rate reductions do not apply to service connection charges.
5. The Company may not disconnect the service of a State Lifeline customer for the non-payment of toll charges unless the Company has received a waiver from the Commission allowing disconnection of service for this reason.

3. LOCAL SERVICES

3.1 Local Exchange Telephone Service – Basic Service Rates (Continued)

3.1.1 State Lifeline Program (Continued)

a. General (Continued)

6. Upon subscribing to State Lifeline, a customer will be offered a subscription, at no charge, to toll blocking service (in exchanges where technically available) which denies the customer access to the long distance telecommunications network; however, the customer is under no obligation to accept the subscription to toll blocking.
7. The Company will waive number portability charges, subject to the tariff, for the Lifeline customer.

b. Designated Lifeline Program Services

The Company shall offer the voice telephony services defined to be qualified, or designated, Lifeline Program service pursuant to Title 291, Chapter 10, Rule 006.2.

c. State Eligibility Requirement

1. Qualifying Low-income (Eligible) Customer Criteria

State Lifeline rate reductions will be provided per eligible customer. The applicant must certify that their annual household income is at or below 135% of the annual federal poverty guidelines, be an eligible resident of Tribal lands, or participate in, or have a person or child who resides in the customer household who participates in, a program identified in Title 291, Chapter 10, Rule 006.04A regarding consumer qualifications for Lifeline.

2. A customer who is eligible for State Lifeline, but does not have telephone service at the time of application, shall be responsible for initiating a request for service from the Company.
3. Nebraska Telephone Assistance Program (NTAP) reviews the customer application received and determines if the customer meets the eligibility criteria. The Company enters the customer information into NLAD.
4. State Lifeline customers will lose their State Lifeline eligibility once they cease to meet income criteria or cease to participate in one of the qualified programs. Customers will be notified by NLAD for loss of eligibility and given an opportunity to prove eligibility. Reduced billing under State Lifeline will be terminated if eligibility ceases.

3. LOCAL SERVICES (Continued)

3.1 Local Exchange Telephone Service – Basic Service Rates (Continued)

3.1.1 State Lifeline Program (Continued)

d. Deposit and Credit Requirements

1. The Company shall be prohibited from charging a service deposit in order to initiate State Lifeline if the eligible customer voluntarily elects to receive toll blocking.
2. The Company may charge a service deposit if the eligible customer denies subscription to toll blocking upon subscribing to State Lifeline. If a qualifying user has a past due amount, the telecommunications company may not collect a service deposit if the user is making reasonable monthly payments towards any past due amounts.
3. In instances where the Company may require a service deposit, the same credit verification procedures and deposit regulations used for all applicants who apply for service with the Company are also applicable to eligible customers of State Lifeline.

e. Service Connection and Charges

1. Service connection charges do not apply to eligible customers with existing, qualifying service converting to State Lifeline.
2. Service connection charges do apply when:
  - (a) Existing eligible customers requesting additional non-qualifying services at the time Lifeline Program reduced billing is initiated.
  - (b) New customers (those without existing local exchange access service) eligible for State Lifeline and establishing qualifying service.
  - (c) Any subsequent moves or changes after the initial connection to State Lifeline.
3. Applicable service connection charges for the Company are specified in Section 3.3 of this tariff.

3. LOCAL SERVICES (Continued)

3.1 Local Exchange Telephone Service – Basic Service Rates (Continued)

3.1.1 State Lifeline Program (Continued)

f. State Lifeline Program Rate Reduction

1. Implementation

The Company shall provide reduced billing for all State Lifeline eligible customers within its service area after verification of eligible customers from NTAP. In instances where the customer makes direct inquiries regarding participation in State Lifeline to the Company, the Company shall make every effort to assist the customer by explaining the necessary steps to become eligible to participate in State Lifeline and direct the customer to NTAP for completion of the required forms for eligibility certification.

If the eligible customer's existing telephone service arrangements meet State Lifeline criteria, the Company shall provide reduced billing as indicated above.

2. Amounts

The Company shall give qualifying low-income consumers a state-approved reduction of up to a maximum of \$3.50 in the monthly amount of intrastate charges.



3. LOCAL SERVICES (Continued)

3.1 Local Exchange Telephone Service – Basic Service Rates (Continued)

3.1.2 Federal Lifeline Program

The Federal Lifeline Program is a retail local service offering designed to make telephone and/or broadband service available at reduced rates to qualifying low-income customers.

a. General

1. A qualifying low-income customer subscribing to designated Federal Lifeline Program Services, as outlined below, is eligible to receive federal reductions to either his/her monthly tariffed residential local exchange access line rate and federal subscriber line charge or his/her monthly retail rate for an eligible broadband service. The qualifying low-income customer can only receive one federal discount on one service option.
2. Nothing in this section shall prohibit a customer who is otherwise eligible for the Federal Lifeline Program from obtaining and using telecommunications equipment and services designed to aid such customer in utilizing qualifying telecommunications service.
3. The Federal Lifeline Program rate reductions do not apply to service connection charges, except that customers eligible for the Tribal Link Up Program will receive a 100% reduction, up to \$100.00, on applicable service connection charges, as provided in Section 3.3 of this tariff.
4. The Company may not disconnect the service of a Federal Lifeline Program customer for the non-payment of toll charges unless the Company has received a waiver from the Commission allowing disconnection of service for this reason.
5. Upon subscribing to the Federal Lifeline Program, a customer will be offered a subscription, at no charge, to toll blocking service (in exchanges where technically available) which denies the customer access to the long distance telecommunications network; however, the customer is under no obligation to accept the subscription to toll blocking.
6. The Company will waive number portability charges, subject to the tariff, for the Lifeline customer.

3. LOCAL SERVICES (Continued)

3.1 Local Exchange Telephone Service – Basic Service Rates (Continued)

3.1.2 Federal Lifeline Program (Continued)

b. Designated Federal Lifeline Program Services

1. The Company shall offer the voice telephony service and broadband service defined to be qualified, or designated, Federal Lifeline Program service as enumerated in 47 Code of Federal Regulations §54.101(a)(1) and (2) (relating to Supported Services for Rural, Insular and High Cost Areas).
2. For voice service, the Federal Lifeline Program rate reductions apply only to basic local exchange service and do not apply to non-basic services, regulated or non-regulated, such as long distance service or custom calling services. Customers may subscribe to these services, where available, at their discretion.
3. For broadband service, the Federal Lifeline Program rate reductions apply to the monthly recurring retail rate for eligible broadband service provisioned by the Company or its affiliated Internet Service Provider.
4. All designated Federal Lifeline Program services are subject to minimum service standards and exceptions delineated in 47 Code of Federal Regulations §54.408.

c. Eligibility Requirement

Qualifying Low-income (Eligible) Customer Criteria

1. The Federal Lifeline Program rate reductions will be provided per eligible customer, limited to one discount per eligible household location. The applicant must certify that their annual household income is at or below 135% of the annual federal poverty guidelines, be an eligible resident of Tribal lands, or participate in, or have a person or child who resides in the customer household who participates in, a program identified in 47 Code of Federal Regulations § 54.409.
2. Obligations of the Customer
  - (a) A current customer of the Company may self-enroll in the Federal Lifeline Program by their participation in the qualifying programs or by contacting the NTAP.
  - (b) A customer who is eligible for the Federal Lifeline Program, but does not subscribe to a designated Federal Lifeline Program service at the time of application, shall be responsible for initiating a request for a designated Federal Lifeline Program service from the Company before any Federal Lifeline Program discounts will be administered.

3. LOCAL SERVICES (Continued)

3.1 Local Exchange Telephone Service – Basic Service Rates (Continued)

3.1.2 Federal Lifeline Program (Continued)

c. Eligibility Requirement (Continued)

3. NTAP reviews the customer application received and determines if the customer meets the eligibility criteria for the Federal Lifeline Program.
4. Federal Lifeline Program customers will lose their Federal Lifeline Program eligibility once they cease to meet income criteria or cease to participate in one of the qualified programs. Customers will be notified by NTAP for loss of eligibility and given an opportunity to prove eligibility. Reduced billing under the Federal Lifeline Program will be terminated if eligibility ceases.

d. Deposit and Credit Requirements

1. The Company shall be prohibited from charging a service deposit for Lifeline voice-only service plans in order to initiate the Federal Lifeline Program if the eligible customer voluntarily elects to receive toll blocking.
2. The Company may charge a service deposit if:
  - (a) The eligible customer denies subscription to toll blocking upon subscribing to the Federal Lifeline Program.
  - (b) The Company receives a waiver from having to provide toll blocking due to technical limitations.
3. In instances where the Company may require a service deposit, the same credit verification procedures and deposit regulations used for all applicants who apply for service with the Company are also applicable to eligible customers of the Federal Lifeline Program.

e. Service Connection and Charges

1. Service connection charges do not apply to eligible customers with existing, qualifying service converting to the Federal Lifeline Program.
2. Service connection charges may apply when:
  - (a) Existing eligible customers request additional non-qualifying services at the time Federal Lifeline Program reduced billing is initiated, or anytime thereafter.
  - (b) New customers (those without existing local exchange access service) eligible for the Federal Lifeline Program first order a designated Federal Lifeline Program service.

3. LOCAL SERVICES (Continued)

3.1 Local Exchange Telephone Service – Basic Service Rates (Continued)

3.1.2 Federal Lifeline Program (Continued)

e. Service Connection and Charges (Continued)

2. Service connection charges may apply when: (Continued)

(c) Existing eligible customers request any subsequent moves or changes to their service after the initial connection to the Federal Lifeline Program.

3. In instances where service connection charges apply, customers qualifying for the Federal Lifeline Program may qualify for the Tribal Link-Up Program and may be eligible to receive a reduction in the applicable service connection charges as provided in Section 3.3 of this tariff.

4. Applicable service connection charges for the Company are specified in Section 3.3 of this tariff.

f. Federal Lifeline Program Rate Reduction

The Company shall provide reduced billing for all Federal Lifeline Program eligible customers within its service area after verification of eligibility by NTAP. In instances where the customer makes direct inquiries regarding participation in the Lifeline program to the Company, the Company shall make every effort to assist the customer by explaining the necessary steps to become eligible to participate in the Lifeline Program and direct the customer to NTAP for completion of the required forms for eligibility certification.

1. If the eligible customer's existing voice or broadband service arrangements meet the Federal Lifeline Program criteria, the Company shall provide reduced billing as indicated above.

2. If the eligible customer's existing voice or broadband service arrangements do not meet the Federal Lifeline Program criteria, the Company shall:

(a) advise the eligible customer by direct mail of the impending termination of his or her Lifeline service; and

(b) allow a subscriber thirty (30) days following the date of the impending termination letter required to demonstrate continued eligibility.

(c) If the eligible customer chooses to make the necessary changes to their service arrangements, the eligible customer will receive reduced billing per the Federal Lifeline Program at the time the change is effective or at the time new service is established.

3. LOCAL SERVICES (Continued)

3.1 Local Exchange Telephone Service – Basic Service Rates (Continued)

3.1.2 Federal Lifeline Program (Continued)

f. Federal Lifeline Program Rate Reduction (Continued)

3. If the Company charges a Federal End User Common Line Charge (a.k.a. Federal Subscriber Line Charge), the Federal Lifeline Program support amount must be applied to waive the Federal End User Common Line Charge for Federal Lifeline Program subscribers.

g. Federal Lifeline Program Support Amount

The Company shall apply Federal Lifeline Program rate reductions, per eligible customer, as described below.

1. The Company shall grant federal support to qualifying low-income consumers up to \$9.25 per month, subject to the support amount directed by the Federal Communications Commission in 47 Code of Federal Regulations § 54.403 regarding Lifeline support amount.
2. The Federal Lifeline Program discounts shall not result in a rate of less than zero charged for the customer's qualifying voice or broadband service.
3. Tribal Lands Support Amount (where applicable). Additional Federal Lifeline support of up to \$25 per month will be made available to qualifying eligible residents of Tribal lands.

3. LOCAL SERVICES (Continued)

3.1 Local Exchange Telephone Service – Basic Service Rates (Continued)

3.1.3 Telecommunications Relay System (TRS)

Enables deaf, hard-of-hearing, or speech impaired persons who use Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and vice versa. A customer will be able to access the state provider to complete such calls. The Company shall add the surcharge to each subscriber's local telephone bill.

Pursuant to Neb. Rev. St. §86-313, the Commission shall determine a surcharge on each telephone subscriber to fund the TRS. Such charge may be adjusted on July 1 of each year. The surcharge is used to fund the TRS and the Nebraska Specialized Telecommunications Equipment Program for the coming year. The surcharge shall be billed to each access line in Nebraska. The surcharge shall only be collected on the first one hundred telephone access lines per subscriber.

	<u>Monthly Charge</u>
Per Access Line	\$ 0.03

3.1.4 Nebraska Universal Service Fund (NUSF)

On January 13, 1999, the Nebraska Public Service Commission authorized the implementation of the Nebraska Universal Service Fund to ensure that all customers in Nebraska have access to affordable basic telephone service in a competitive market.

The amount of the surcharge may be changed by order of the Nebraska Public Service Commission.

3.2 Public Pay Telephone Services

3.21 Conditions

- 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 pay phones shall be at the sole discretion of the Company.
- b. Persons with whom arrangements are made by the Company for the installation of public telephones are considered as agents of the Company in serving the public.
- c. Public telephones are installed upon the agent signing established forms of application, without specific term, terminable by either an agent or the Company upon written notice.
- d. No listings in the directory or extension stations are allowed in connection with public telephone service.
- e. The Company may furnish public telephones without coin collecting equipment in selected locations for the purpose of satisfying demand for optional billing services on an originating basis only. In the normal mode, Coinless Public Telephone Service affords transients the option of selecting a preferred billing arrangement for outgoing messages: charging to a third number or to a Telephone Company credit card account, or placing calls collect. In certain locations, however, calls will be billed on a collect basis only.
- f. As in the case of Coin Public Telephones, the company is solely responsible for determining locations appropriate for installation of Coinless Public Telephones. The criteria for establishment of Coinless Service are potential usage and revenues, and public need and convenience.

3.22 Rates

A Charge of \$.35 applies for each local call originated through public pay station instruments. Standard long distance toll charges apply to all long distance calls. No charges are applied to connection with the Company's repair clerk, business office or any of its duly authorized officials.

3.3 Service Connection Charges

3.31 General

- a. Service charges to connect, or add telephone service is made separately according to the components of work required.
  1. 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.
  2. Central Office Line Connection Charge  
For work associated with the installation or changing of Central Office connections required to provide or change exchange access service requested by service order. Also included in Central Office work required for off-premise locations.
  3. Premise Visit Charge  
For work associated with travel to customer premise to connect service or to perform any work involving connection of service or equipment.
- b. Service charges apply, except as specified in this section or in other sections of the tariff, to Customer-initiated requests for establishment of telephone service, reconnecting service which has been temporarily disconnected for nonpayment, and establishing miscellaneous service. Service order charges may be provided for in other sections of the tariff. When service which has been disrupted by fire, accident or natural catastrophe is re-established, non-recurring charges will not apply.
- c. Service connection charges apply to customer-initiated moves and changes of service. A move is relocation of the Company-owned protector or interface device.

3.32 Regulations

- a. Conditions under which no service charges apply:
  1. Complete termination of service.
  2. The "From" portion of work involved in a transfer of service and equipment from one to another premise.
  3. Company initiated upgrade in classes of service.
  4. Cancellation of service orders.



- b. One (1) service order charge and one (1) central office line connection charge apply per customer request to suspend and restore service. The charge is applied to the restore portion of the order.

3.33 Application of Charges

Component Charges specified hereunder apply to standard installation. All installations requiring extraordinary construction or cost will be charged on actual cost basis, e.g., extensive fishing of wires through residence walls.

a. Residence and Business

	Non-Recurring Charge
1. Service Order Charge Per customer request work ordered and requested to be completed at the same time on the same premises	\$6.00
2. Central Office Line Connection Charge Per line or central office but not limited To the following:	
(a) Central office lines, each	\$2.50
(b) Off-premises extension station lines Involving central office work, each	\$6.20
3. Premise Visit Charge	\$6.20

3.34 Maintenance of Service Charge

The customer shall be responsible for the payment of all charges for visits by the Company to premises of the customer where the service difficulty or trouble reported results from use of customer provided equipment or wiring.

Per visit - \$25.00

3.4 Private Line Service

3.41 General

- a. The Telephone Company will furnish and maintain Private Lines within the Exchange Area where adequate facilities exist.

- b. These charges cover the additional facilities required and are in addition to other rates specified in this tariff, service connection charges, and construction charges when applicable.

3.42 Rates and Charges<sup>2</sup>

- a. Per each one-half mile or fraction thereof \$2.00
- b. Off-premises extension service \$2.50 residence  
\$3.50 business

3.5 Directory Listing Service

3.51 General

- a. The regulations for directory listings, as provided in this section, apply only to the information records and the alphabetical directory or that section of the directory containing the regular alphabetical list of names and subscribers.
- b. The alphabetical list of names of subscribers is designed solely for the purpose of informing calling parties of the telephone numbers of subscribers and those entitled to use subscribers service. Special arrangements of names is not contemplated, nor any form of listing which does not facilitate directory service or is otherwise objectionable or unnecessary for purposes of identification.
- c. Names in directory listings shall be limited to the following:
  - 1. The individual name of the subscriber, or
  - 2. The individual name of a member of the subscriber's family,
  - 3. The name under which a business is actually being conducted by someone other than the subscriber and which the subscriber is authorized by such other to use, or
  - 4. The individual names of the officers, partners, or employees of subscriber, or
  - 5. The names of departments when such listings are deemed necessary from a public reference viewpoint.

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<sup>2</sup> A minimum monthly charge of \$3.50 applies.

- d. Whenever any question arises as to the right of a subscriber (1) to list the name of a business which they claim is authorized to represent; or (2) to use a listing which includes the trade name of another; the Company is allowed to require the subscriber to secure from the owner of such name, written authority so to use it, addressed to the Company for the acceptance for insertion or for the continuance of such listings; and is allowed to refuse to accept or to delete such listing if such written authority is withdrawn by such owner in writing to the Company.
- e. One listing without charge, termed the primary listing, is provided for each separate subscriber service. When two or more lines are consecutively operated, the first number of the group is considered the primary listing.

3.52 Regular Extra Listings

- a. Business extra listings may be the names of partners or members of the firm, if the subscriber is a partnership or firm; the names of officers of the corporation, if the subscribers a corporation; and for any business establishment, the names of associates or employees of the subscriber. No other class of listing, such as service, agency, commodity, etc., will be accepted.
- b. Residence extra listings may be the names of members of the subscriber's immediate family.
- c. ordinarily, all extra listings must be of the same address and telephone number as the primary listing, except as provided below for alternate 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 P.B.X. station, or extension station, installed on premises of the subscriber, but at an address different from that of the switchboard, or main station, using the telephone number of the primary listing.
- d. Extra listing charges (except for listings of alternate call numbers and office hours) date from the time the listing is posted on the information records. Information records are posted at the time application for the listing is made, or at the date of issue of the directory, as the subscriber may desire, charges for listings of alternate call number and office hours become effective as of the date of the issue of directory.

3.53 Special Types of Extra Listings

- a. Duplicate and Cross Reference Listings
  - 1. Duplicate listings, i.e., listings of nicknames, 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 subscriber, and are not desired to secure a preferential position in the directory or for advertising purposes.

2. Cross reference listings are permitted when their use will facilitate the Handling of telephone calls.
  3. The Regular extra Listing Rate applies for each Duplicate Listing.
- b. Alternate Call Number Listings
1. Listing of an alternate telephone number, other than those covered below under section (e) "Office Hour Listings" of this Tariff, to be called in case no answer is received, is permitted for subscribers to all classes of service.
  2. The alternate number may be that of a service not under contract with The subscriber in connection with whose name it appears. In such a case, The consent of the subscriber to the alternately listed service must be obtained before the alternate listing is furnished.
  3. The Regular Extra Listing rate applies for each Alternate Call Number Listing.
- c. Foreign Exchange Listings
1. Foreign Exchange Listings, i.e., listings of subscribers located in an exchange other than in which the listed service is furnished, are permitted.
  2. The Foreign Exchange Listing rate shall apply.
- d. Temporary Tenant Listings
1. Residence subscribers who lease their premises for a period for less than one year and request the Company to render service to their tenant without change in contract may arrange for the listing of such tenant provided the subscriber and the tenant do not occupy the premises at the same time.
  2. All billing and contractual arrangements remain unchanged, the subscriber being responsible for the payment of all charges.
  3. The Regular Extra Listing rate applies for each Temporary Tenant Listing.

- e. Office Hour Listing
  - 1. Listing of office hours or other information which is not required in order efficiently handle telephone traffic, is not included in the charges for service. Subscribers who desire that their office hours appear in connection with their listing may obtain same by paying the rates for Regular Extra Listings. A phrase directing the method of calling when a P.B.X. operator is not on duty may be listed in the directory at Regular Extra listing rates whenever night connections are provided.

3.54 Non-Published Exchange Service

- a. Customers who desire their telephone numbers to be omitted from the Telephone Company's directory may subscribe to non-published exchange service.
- b. Incoming calls to a customer subscribing to non-published exchange service will be completed only when the calling party places the call by telephone number, notwithstanding any claim made by the calling party.
- c. The undertaking of the Telephone Company in providing non-published exchange service shall be to omit from the Telephone Company's directory the telephone number of a customer subscribing to such service.<sup>34</sup>

3.56 Reference of Calls

- a. Upon disconnection of residential telephone service, and at the request of the customer, the company will refer calls to another number for a period not to exceed 90 days.
- b. Reference of calls will only be provided in offices where adequate equipment exists.

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<sup>3</sup> When a call is placed from a telephone number associated with a non-published listing, the number may be disclosed if the called party has equipment to display Calling Party Number (CPN). Customers may prevent the display of their CPN by activating CPN blocking. CPN blocking is available, at no charge, in areas where CPN disclosure is possible.

<sup>4</sup> The Non-Published Exchange Service subscriber's name, telephone number, and address may be provided to a 911 customer who subscribes to Customer Records Service. The 911 customer must complete an agreement to protect Non-Published Exchange Service information.

3.57 Rates

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
a. Non-Published Telephone Number	No Charge	Service Order Charge
b. Extra Listing	\$ .25	Service Order Charge may apply.
c. Reference Calls	\$5.00	Service Order Charge may apply
d. Non-Recurring charge for non-published number is applicable when service is requested after original installation.		

3.6 Number Reserve Service

3.61 General

Number Reserve Service is available to residential subscribers who will be away from their premises for a minimum of three months up to a maximum of six months and who wish to reserve their listed telephone number. A reconnect service order charge is applicable when the customer requests the number to be reactivated.

3.62 Limitations

- a. Number Reserve Service is granted for not more than six months. One extension request will be granted for a maximum of twelve months Number Reserve Service.
- b. No outward or inward service is provided during the period of Number Reserve Service.
- c. An end user ordering Number Reserve Service must give sufficient advance notice to permit the Telephone Company to make the arrangements.

3.63 Rates and Charges

All applicable non-recurring charges will apply to the restoration of service. Any charges made for directory listing will continue at the full rate during the Number Reserve Period.

	<u>Non-recurring</u>
Number Reserve	\$45.00

4. DIRECTORY ASSISTANCE AND VERTICAL SERVICES

4.1 Directory Assistance (D. A.) Service

4.11 General

- a. Directory Assistance Service is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance charges specified in this tariff apply when a customer within a Nebraska Numbering Plan Area (NPA) requests the telephone numbers of customers within the same Nebraska NPA.
- b. Rates specified below are not applicable to:
  - 1. Calls placed from public and semi-public telephones.
  - 2. Calls placed from hotels and motels.
  - 3. Calls from hospitals that have, as their principal undertaking, the medical and surgical care of sick and disabled and which provide telephones in the majority of the patient rooms.
  - 4. 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, ophthalmologist, optometrist, registered nurses, therapist, professional staff 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.
  - 5. Calls placed to Directory Assistance by the Operator in connection with operator-handled local and long distance calls will be charged at the chosen carrier's prescribed rates.

4.12 Rates

Calls for Local Directory Assistance (411) will be charged at \$.35 per call.

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4.2 Vertical Services

4.21 Custom Calling Service

- a. Custom Calling Service is a group of optional services available at the rates and charges shown below.
- b. Description of the features available in the custom calling service offering:
  1. Call Waiting/Cancel Call Waiting – provides a burst of tone to inform a customer who has a call in progress that another call has terminated to that line and is waiting to be answered. A provision is made to place the first party on “hold” while the incoming call is answered. Customers may dial a code to cancel call waiting for the duration of a call.
  2. Three - Way Calling – allows a customer to have simultaneous conversations with parties at different locations.
  3. Call Forwarding – when activated, causes all calls attempting to terminate to a customer’s line to be redirected to another line, whether the line is idle or busy. Customer selects the forward-to number when Call Forwarding is activated and programs the number via telephone.
  4. Speed Calling – allows a customer to call selected directory numbers by dialing a one or two-digit code (optionally preceded by a prefix). The directory numbers are programmed into the Company’s Digital Central Office Switch and is stored in either an 8-code or a 30-code list, depending upon the type of Speed Calling assigned (both types may be assigned concurrently to the same customer).
    - a. Speed Call 8 – allows a customer to generate a Speed Calling list of up to 8 directory numbers. Each number in the list is associated with a unique 1-digit code (2 through 9) that the customer may use to call the number.
    - b. Speed Call 30 – allows a customer to generate a Speed Calling list of up to 30 directory numbers. Each number in the list is associated with a unique 2-digit code (20 through 49) that the customer may use to call the number.
  5. Toll/Code Restriction – allows the Company to block calls to certain customer-specified destinations either within or outside a local calling area.
  6. Trunk Hunting – allows calls to route to secondary lines when a customer has more than one line.



c.	<u>Rates</u>	Monthly <u>Rate</u>
1.	Call Waiting/ Cancel Call Waiting	\$3.00
2.	Three-Way Calling	\$3.00
3.	Call Forwarding	\$3.00
4.	Speed Calling	
	(a) Speed Call 8	\$3.00
	(b) Speed Call 30	\$3.00
5.	Toll/Code Restriction	\$3.00
6.	Trunk Hunting	\$3.00

4.22 Custom Local Area Signaling Services (CLASS)

a. Descriptive Summary of Rates

CLASS Services are optional telephone service arrangements that provide one or more of the following customized call management features:

1. Call Return

This feature enables the customer to automatically redial the telephone number of the most recent incoming call. If the telephone number is busy, the Telephone Company's equipment will monitor the line for a maximum of thirty (30) minutes beginning with the customer's activation of Call Return in an attempt to establish the call. This feature cannot return a call to a line that is not associated with a telephone number (e.g. multi-line hunt groups) or to a line with Call Forwarding activated.

2. Repeat Dialing

Repeat Dialing allows the customer to place a call to the last number to which a call was previously made or attempted. In addition, if the customer encounters a busy signal this feature will automatically scan the called line for an idle condition. This scanning continues until the called station becomes idle, the original request is canceled, or a timer expires and clears the request.

3. Calling Name/Number Delivery

The calling Name/Number Delivery feature enables the customer to identify the calling party by a displayed name and/or number before the call is answered. The name shown is that which is associated with the calling party number. Calling Name/Number Delivery customers must provide and connect their own compatible premises equipment to process and display the Calling Name/Number Delivery data.

Any Elsie Communications, LLC customer may prevent the delivery of calling party number to the called party by dialing an access code immediately prior to placing a call. The access activates per call blocking of number delivery. Per call Blocking is available at no charge.

If a calling party activates blocking, the calling party number will not be transmitted across the line. Instead, Calling Number Delivery customers will receive an anonymous indicator. This indicator notifies the Calling Number Delivery customer that the calling party chose to block calling party number delivery.

4. Calling Number Blocking

The Calling Number Blocking feature provides customers with the ability to control whether or not their directory number is displayed to the called party. Calling Number Blocking is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residence of employees/volunteers, where an executive officer of the agency registers with the Nebraska Public Service Commission (with a copy to the Telephone Company) a need for blocking: (a) private, nonprofit, tax-exempt domestic violence intervention agencies, and (b) federal, state and local law enforcement agencies. Calling number will not be transmitted from a line equipped with this capability.

5. Selective Call Acceptance

Selective Call Acceptance permits the customer to create a list of six (6) telephone numbers from which calls will be accepted. Calls from telephone numbers not contained on the list will hear a rejection tone or a recorded announcement. To the extent sufficient equipment is available, customers may purchase more than one Selective Call Acceptance in order to create additional telephone number lists.

This feature may only be used to accept selected calls from within the customer's end office or a different office, provided SS7 signaling exists between the originating, terminating, and interconnecting offices.

6. Selective Call Rejection (Call Screening)

Selective Call Rejection permits the customer to create a list of six (6) telephone numbers which calls will be rejected. Calls from directory numbers contained on the list will be given a rejection tone or an announcement.

This feature may only be used to reject selected calls from within the customer's end office or a different office, provided SS7 signaling exists between the originating, terminating, and interconnecting offices.

Only those calls that the customer programs into the Selective Call Rejection List will be rejected. To the extent sufficient equipment is available, customers may purchase more than one Selected Call Rejection in order to create additional telephone number lists.

7. Priority Ringing  
Priority Ringing allows customers to program their lines with a distinctive ringing patterns for a list of six (6) calling numbers and with a normal ringing pattern for all other calling numbers. In addition, for customers who also have Call Waiting, a distinctive Call Waiting tone is heard when the line is called by one of the numbers on the list. The customers can, thus, selectively answer incoming calls based on the distinguishable ring pattern or tone. To the extent sufficient equipment is available, customers may purchase more than one Priority Ringing option in order to create additional telephone numbers lists.
  8. Preferred Call Forwarding  
Preferred Call Forwarding is used to forward only selected calls. This feature is particularly advantageous to a customer who is expecting an important call and/or who is going out of town or to a location served by a long distance number. Only those calls from numbers programmed into the Preferred Call Forwarding list of six (6) will be forwarded. To the extent sufficient equipment is available, customers may purchase more than one Preferred Call Forwarding option in order to create additional telephone number lists.
  9. Anonymous Call Rejection  
Anonymous Call Rejection enables the customer to reject calls for which caller identification has been intentionally blocked. Calls rejected will be given a rejection tone or an announcement.
  10. Distinctive Ringing  
Distinctive Ringing provides for an additional telephone number to be assigned to a line. Each telephone number is assigned a unique ringing pattern to allow the customer to determine which number was called.
- b. Terms and Conditions
1. The rates and charges following are for CLASS features only and are in addition to any applicable service connection charges, monthly rates, and non-recurring charges for access lines and other services or equipment with which they are associated.
  2. Local or Message Toll Service (Long Distance) calls established by using Call Return and Repeat Dialing will be charged for at the tariff rates.
  3. A Service Order Charge is applicable when adding CLASS features or feature packages to an existing access line. There shall be no charge for deleting features or feature package.
  4. A discount, as specified in d. below, will apply when two or more features are Provided on the same access line.

5. Promotional periods may be instituted by Elsie Communications with regard to these services. Promotion periods may include temporary waiver of applicable installation charges, or a free additional feature with the purchase of another.

c. <u>Rates</u>		Monthly
		<u>Rate</u>
1.	Call Return	\$4.00
2.	Repeat Dialing	\$4.00
3.	Calling Name/Number Delivery	\$6.00
4.	Calling Number Blocking	\$4.00
5.	Selective Call Acceptance	\$4.00
6.	Selective Call Rejection (screening)	\$4.00
7.	Priority Ringing	\$4.00
8.	Preferred Call Forwarding	\$4.00
9.	Anonymous Call Rejection	\$4.00
10.	Distinctive Ringing	\$4.00

d. Discount Packages  
A Caller ID package is available to customers that includes: Calling Name and Number Delivery, Call Return, and Call Waiting. This feature package is available for \$8.95 per month.

Caller ID – Name & Number	Call Waiting
3 – Way Calling	Call Forwarding
Speed Calling	Selective Call Rejection
Call Return	Repeat Dialing
Priority Ringing	Selective Call Acceptance

This feature package is available for \$8.95 per month.

5. Presubscription

Customer may select and designate a carrier to place toll calls without the use of special dialing codes.

Customer may select a primary carrier for all of its lines or may indicate different carriers for each of its lines. Only one carrier may be selected for lines Terminating in the same hunt group.

After a customer's initial selection of a carrier or the selection of "no order" the customer will be charged \$5.00 for any change in carrier selection.

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Issued: November 9, 2021

Effective: November 9, 2021

David Shipley, General Manager  
Elsie Communications, LLC, Elsie, Nebraska

Received by NPSC  
11/9/2021

Nebraska Intrastate Access Service Prices

17.2.2	Local Transport	<u>Rates</u>	
	<u>Direct Trunked Transport</u>		
	<u>Direct Trunked Facility</u>		
	Per Mile		
	-Voice Grade	\$ 2.22	(I)
	-High Capacity DS1	\$ 10.44	(I)
	-High Capacity DS3	\$ 91.14	(I)
	-High Capacity OC3	\$ 97.56	(I)
	-High Capacity OC12	\$ 122.46	(I)
	<u>Direct Trunked Termination</u>		
	Per Termination		
	-Voice Grade	\$ 24.22	(I)
	-High Capacity DS1	\$ 54.29	(I)
	-High Capacity DS3	\$348.66	(I)
	-High Capacity OC3	\$363.02	(I)
	-High Capacity OC12	\$790.38	(I)
	<u>Multiplexing</u>		
	Per Arrangement		
	-DS3 to DS1	\$309.06	
	-DS1 to Voice	\$122.82	(I)
	<u>Tandem Switched Transport *</u>		
	<u>-Tandem Switched Facility</u>		
	Per Access Minute Per Mile		
	- Originating	\$.000829	
	- Terminating	\$.000448	(I)
	<u>Tandem Switched Termination *</u>		
	Per Access Minute Per Termination		
	- Originating	\$.005291	
	- Terminating	\$.002328	(I)
	<u>Tandem Switching *</u>		
	Per Access Minute Per Tandem		
	- Originating	\$.003454	
	- Terminating	\$.005872	(I)
	Joint Tandem Switched Transport *	\$0.001	
	Per Originating Toll Free Only		
	Access Minute Per Tandem		

\* The Joint Tandem Switched Transport rate element applies per tandem to originating toll free minutes only in lieu of the Tandem Switched Facility, Tandem Switched Termination, Tandem Switching rate elements as of July 1, 2021.

Nebraska Intrastate Access Service Prices

17.2.2	Local Transport (Cont'd)	<u>Rates</u>	
	<u>Network Blocking Per Blocked Call</u> Applies to FGD only	\$0.155	
	(A) <u>Common Channel Signaling Network Connection<sup>1</sup></u>		
	(1) <u>Signaling Network Access Link</u>		
	-Signaling Mileage Facility per mile	\$3.96	
	-Signaling Mileage Termination Per Termination	\$39.79	
		<u>Nonrecurring Charge</u>	
	(2) <u>STP Port</u>	\$455.00	
	(B) <u>Toll Free Data Base Access Service Queries</u>		
	Per Query	<u>Rates</u>	
	Basic	\$.0002	(R)
	Vertical Feature	\$.0002	(R)

<sup>1</sup> Available where technically feasible, as designated in NECA Tariff F.C.C. No. 4. Wire Center Information

Nebraska Intrastate Access Service Prices

		<u>Rates</u>	
17.2.3	End Office		
	(A) Local Switching		
	Per Access Minute		
	- Originating Non-Toll Free	\$.032149	
	- Originating Toll Free Only	\$.000000	(R)
	- Terminating	\$.000000	
	(B) Information Surcharge		
	Per 100 Access Minutes		
	- Originating Non-Toll Free	\$0.00000	
	- Originating Toll Free Only	\$0.00000	(R)
	- Terminating	\$0.00000	

17.2.4 Directory Assistance Service

		<u>Rates</u>
(A)	Directory Assistance Service	
	A Directory Assistance Service	
	Charge applies for each call to	
	Directory Assistance Service	\$1.01

(B) Reserved for future use

(C) Credit Allowance for Uncompleted DA Calls

In addition to the credit allowances for Directory Assistance Service Call and Directory Transport as set forth respectively in 9.4.8(A) of the NECA Tariff F.C.C. No. 5, there is also a credit allowance for the Switched Access Service portion in the originating LATA of such DA call. The credit will be as set forth following:

- (1) Reserved for future use.
- (2) Credit per call \$.0659  
 when Feature Group A, B, C, or  
 D Switched Access Service is billed  
 Using per minute rates.

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David Shipley, Vice President  
 Elsie Communications, Inc., Elsie, Nebraska

Received by NPSC  
 05/30/2023



6. Integrated Services Digital Network Service

6.1 Basic Rate Interface Service (BRI)

(A) General Description

Integrated Services Digital Network (ISDN)-Basic Rate Interface Service (BRI) is a central office based service arrangement that utilizes ISDN network architecture to provide network offerings. ISDN-BRI Service supports the simultaneous transmission of circuit switched data and voice and packet switched data transmission over a single exchange access line at a standard interface.

ISDN-BRI Service provides a customer two 64 Kilobits Per Second (Kbps) channels (known as B-Channels) and one 16 Kbps channel (known as a D-Channel). The channels are communication paths over which switched services flow, thus providing end user access to a wide variety of circuit switched (i.e., data, image, video and voice) and packet switched services.

(B) Definitions

1. Glossary of Terms

B-Channels – 64 kbps “bearer” channel used for voice, circuit, or packet switched data.

BRI (Basic Rate Interface) – the BRI includes two 64 kbps B channels and one 16 kbps D channel; this is also known as Basic Rate Access (BRA).

Circuit Mode – type of switching that causes a one-to-one correspondence between a call and a circuit. That is, a circuit or path is assigned for a call between each switching node, and the circuit or path is not shared with other calls (e.g., when a voice call is made from one subscriber to another, a circuit is set up from one to the other which cannot be used by anyone else).

CPE (Customer Premise Equipment) – a generic term for communications terminal equipment that resides on the customer’s premise and is owned by the customer.

D-Channel – the ISDN channel that carries signaling information to control the call setup, teardown, or invocation of supplementary services. The D-Channel may also be used to provide Packet Mode Data Service.

6. Integrated Services Digital Network Service

6.1 Basic Rate Interface Service (BRI) (Cont'd)

(B) Definitions (Cont'd)

1. Glossary of Terms (Cont'd)

DN – directory number or subscriber number.

Interface – a common boundary between two systems over which inter-system communication occurs.

ISDN (Integrated Services Digital Network) – an international standard defined by the CCITT for an all-digital network providing end-to-end digital connectivity to support a wide range of voice and non voice (data and video) services.

Logical Channel – X.25 concept referring to a virtual connection operated over a physical connection that can support one or more virtual connections simultaneously.

Packet Mode – refers to switching of packets of information for different users by statistically multiplexing them over the same transmission facilities. ISDN packet mode capabilities are based on CCITT Recommendation X.25 procedures.

Subscriber Number – the number that permits a user to reach a subscriber in the same local network or numbering area (same as Directory Number).

Supplementary Service – a service that provides the network user with additional capabilities over elementary call control.

Virtual Circuit – refers to a logical connection between two points. Many virtual circuits may be present over a physical connection between two points. The destination of each virtual circuit may bear no relationship to the physical connection traversed on a segment of the call.

X.25 – a packet data transfer protocol for the B and D channels; defines the interface between Data Terminal Equipment (DTE) and Data Circuit-Terminating Equipment (DCE) for terminals operating in the packet mode and connected to public data networks by dedicated circuits.

6. Integrated Services Digital Network Service

6.1 Basic Rate Interface Service (BRI) (Cont'd)

(B) Definitions (Cont'd)

2. Acronyms

BRI	Basic Rate Interface
CCITT	Consultative Committee for International Telegraphy and Telephony
CPE	Customer Premise Equipment
ISDN	Integrated Services Digital Network
kbps	Kilobits per second
Mbps	Megabits per second

(C) Undertaking of the Telephone Company

1. ISDN Service

- (a) 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. Circuit Switched Service provides the ability to originate and receive circuit switched voice, data and voice/data calls over a 64kbps “B” channel.
  - (1) Secondary Telephone Numbers – An arrangement that allows a customer-provided set to have access to an additional number(s). The additional telephone number(s), or Secondary Telephone Number(s), may originate or receive calls independent of the customer-provided set Primary Directory Telephone Number.
  - (2) Clear Channel Capability – A characteristic of the transmission paths on the “B” channel that allows the full bandwidth of the “B” channel, 64 kbps, to be available to the customer. However, ISDN interconnection to non-ISDN equipped central offices will be potentially subjected to analog transmission or sub-rated to 56 kbps.
  - (3) Custom Calling Services – Available at rates and charges specified in Section 4.41 Custom Calling Services section of this tariff.

6. Integrated Services Digital Network Service

6.1 Basic Rate Interface Service (BRI) (Cont'd)

(C) Undertaking of the Telephone Company (Cont'd)

1. ISDN Service (Cont'd)

(b) Alternate Circuit Switched Voice Service/Circuit Switched Data Services

Alternate Circuit Switched Voice/Circuit Switched Data Service provides the ability to originate and receive either Circuit Switched Voice calls or Circuit Switched Data calls over a single "B" channel but not simultaneously. This arrangement is available where technology permits.

The features applicable to Circuit Switching Service are also applicable to this service.

(c) Intraswitch Packet Switched Data "D" Channel Service

Packet Switching is a technique in which packets of data are individually addressed and combined on a transmission path with other addressed packets. Packet Switched Data "D" Channel Service provides the ability to originate and receive X.25 packet data calls on an intraswitch basis. This arrangement provides a maximum throughput of 9.6 kbps. Each D channel packet terminal will provide logical channel up to the technical capabilities of the serving central office. Multiple packet calls can be active simultaneously by a user on a single "D" channel. Up to eight data terminals can be supported per Basic Rate Interface. Service includes one data telephone number.

(1) Flow Control Parameter Negotiation – An arrangement that permits negotiations on a per call basis of the flow control parameters. This feature automatically negotiates the maximum packet size and window size for each direction of data transmission. This can be presubscribed (fixed) or it can be established on a per call basis.

(2) Throughout Class Negotiation – An arrangement that allows the calling data terminal to request specific throughput classes (bits/second) in the call request packet for both directions of data transmission.

6. Integrated Services Digital Network Service

6.1 Basic Rate Interface Service (BRI) (Cont'd)

(C) Undertaking of the Telephone Company (Cont'd)

1. ISDN Service (Cont'd)

(c) Intrastwitch Packet Switched Data "D" Channel Service

- (3) Logical Channels – An arrangement that is a virtual circuit, offering multiple logical connections at the packet level of X.25. ISDN packet data service offers the ability to send and/or receive packet data calls on separate logical channels within the ISDN "D" channel. The logical channels can be assigned as permanent virtual circuits, incoming only, outgoing only, or two-way (incoming and outgoing).
- (4) Incoming Calls Barred – An arrangement that prohibits a data terminal from terminating an incoming call.
- (5) Outgoing Calls Barred – An arrangement that prohibits a data terminal from originating outgoing calls.
- (6) Closed User Groups – An arrangement that allows ISDN users to establish subnetworks of ISDN packet switching data users from which members can communicate with each other. The Closed User Group is established on a per call line basis. The first member of a Closed User Group is included. Additional members are charged at the rate established in the rate schedule. Each data terminal in a Closed User Group can be arranged in one of the following modes:
  - (i) Closed User Group with Outgoing Access – The data terminal makes outgoing calls only.
  - (ii) Closed User Group with Incoming Access – The data terminal receives incoming calls only.
  - (iii) Incoming Calls Barred Within a Closed User Group – The data terminal makes outgoing calls only to the data terminal in the Closed User Groups with which it is associated.
  - (iv) Outgoing Calls Barred Within a Closed User Group – The data terminal receives incoming calls only to the data terminals in the Closed User Group with which it is associated.
  - (v) Unrestricted Access – The data terminal receives and makes both incoming and outgoing calls.

6. Integrated Services Digital Network Service

6.1 Basic Rate Interface Service (BRI) (Cont'd)

(C) Undertaking of the Telephone Company (Cont'd)

1. ISDN Service (Cont'd)

(c) Intraswitch Packet Switched Data "D" Channel Service (Cont'd)

- (7) Fast Select – An arrangement that allows a sending data terminal to forward up to 128 bytes of data along with the call setup and clearing packets.
- (8) Fast Select Acceptance – An arrangement that allows the switch to transmit incoming call packets with the Fast Select facility to a destination terminal that has this feature.

(d) Transmission Specifications

The Standard Transmission parameters for an ISDN Service line utilizing an ISDN Basic Rate Interface (BRI) consists of: a maximum of 38.5db loop loss at a 40Kz test tone terminate into a 135 ohm impedance. The 38.5db loss includes all central office facilities, outside plant facilities and inside wiring.

(e) Basic Rate Service (BRI) Foreign Exchange Service

- (1) ISDN-BRI Foreign Exchange Service is ISDN-BRI exchange service furnished to a subscriber from a central office of an exchange other than the one that normally services the area in which the subscriber is located.
- (2) ISDN-BRI 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 are available, and the service is warranted by the circumstances involved.
- (3) The conditions, regulation and specifications which apply to the ISDN BRI within the exchange will also apply to ISDN-BRI Foreign Exchange Service.

6. Integrated Services Digital Network Service

6.1 Basic Rate Interface Service (BRI) (Cont'd)

(C) Undertaking of the Telephone Company (Cont'd)

2. Terms and Conditions of the Service

- (a) Basic Rate Service does not provide for service furnished in a system configuration which provides common access to system features and controlled/blocked access to the public switched network or by a remote switch located on the customer's premises.
- (b) The Company shall terminate Basic Rate Service at the Company Standard Network Interface (SNI). The SNI shall be the location, as established by State Commission Order, where applicable, or by mutual agreement between the parties, where the Company's protected network facilities and services end, and the inside wire or a customer's network begins.
- (c) Basic Rate Service does not offer B-channel packet or digital modem service capabilities.
- (d) When requested, the Company will provide a list of areas served by offices that are ISDN equipped or disclosed as compatible.
- (e) Should any such error, mistake, omission, interruption, failure, delay, or defect or malfunction of equipment or facilities result in an interruption or failure of service, an adjustment will be applied as follows: a credit allowance, equal to 1/30 of the Tariff monthly rate for all services and facilities furnished by the Company affected by such interruption or failure, shall apply for the loss of service for 8 hours or more in each continuous 24 hour period, after notice by the customer to the Company. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities which are affected by the interruption.
- (f) Availability
  - (1) The rates and charges specified for Basic Rate ISDN Service are applicable to customers whose serving central office has been identified by the Company as having ISDN available.
  - (2) Basic Rate ISDN Service may be provided to customers from a central office other than their normal serving office as determined by the Company.

6. Integrated Services Digital Network Service

6.1 Basic Rate Interface Service (BRI) (Cont'd)

(C) Undertaking of the Telephone Company (Cont'd)

2. Terms and Conditions of the Service (Cont'd)

(f) Availability (Cont'd)

- (3) Service is offered where ISDN compatible facilities and equipment are available. Service is generally considered "available" for loops 18 kilofeet or less in length (40 Db loss). Loops greater than 18 kilofeet in length must meet ISDN extension technology design requirements. Service will be considered available if ISDN compatible pair gain systems or loop extension equipment are in place.
- (4) Some services are not available and/or compatible with ISDN Services.

(g) Local Calling Areas and Telephone Numbers

- (1) If a customer is provided service from a designated central office which is not the customer's normal serving office, the local calling area for the customer's Basic Rate ISDN Service will be that of the designated ISDN-equipped central office.
- (2) Calling areas are subject to change as additional central offices become capable of directly providing ISDN services to the customer's own and nearby serving area. Changes to calling areas and customer telephone numbers will be determined by the Company.

(h) Protection of the Network

- (1) The Company has the right and option to check the output of any equipment used in the transmission of signals, to or from the customer premises, for this service. This includes Company-provided facilities or other companies' facilities used in conjunction with provision of ISDN capabilities, such as customer-provided equipment.
- (2) The Company will notify the customer of any deviation from the authorized transmission or specifications established in provision of the service.



6. Integrated Services Digital Network Service

6.1 Basic Rate Interface Service (BRI) (Cont'd)

(C) Undertaking of the Telephone Company (Cont'd)

2. Terms and Conditions of the Service (Cont'd)

(h) Protection of the Network (Cont'd)

- (3) Upon notification of the Company that unauthorized transmissions are present due to customer equipment or facilities, the customer or customer's authorized agent will correct the situation on an expeditious basis or service will be disconnected by the Company to protect the network. The Company shall not be liable for the disclaims liability for losses which might be incurred as a result of disconnecting the service and disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. With respect to such equipment or service, the Company shall not be liable for any incidental or consequential damages, including but not limited to loss, damage, or expense directly or indirectly arising from the customer's use of or inability to use this service or equipment, either separately or in combination with other services or equipment.

(D) Obligation of the End User

1. Customer Premise Equipment and Facilities –

The customer is responsible for providing compatible premises equipment in order to utilize the ISDN offering. All customer-provided equipment used to interface with ISDN service is required to conform with the Technical Reference Specification as used by the Company and is found in the following Technical References:

<u>Subject</u>	<u>Technical Reference</u>
Basic Rate Interface	AT&T 235-900-341
Customer Premise Planning Guide	AT&T 533-700-100

2. Should any change in inside wiring (including riser cable) not owned by the company, or CPE, require the Company to redesign the services, the customer shall reimburse the Company for all costs incurred by the Company in making such a change. Should the service fail due to inside wiring (including riser cable) not owned by the Company, or CPE, the responsibility for failure shall be solely that of the customer and the Company shall have no liability of any kind.

6. Integrated Services Digital Network Service

6.1 Basic Rate Interface Service (BRI) (Cont'd)

(D) Obligation of the End User (Cont'd)

3. The customer is responsible for placement, installation, operation, maintenance, repair and replacement of all inside wire (including riser cable) not owned by the Company, and CPE that the customer uses in connection with this service. Premises wiring and CPE must be compatible with the Company's provision of service.

4. Indemnification

(a) It is the customer's responsibility to indemnify and hold harmless the Company against any and all claims, losses, liabilities, damages and lawsuits brought by any nonparty and arising, in whole or in part, out of the customer's material breach of this Tariff section. Indemnification shall include, but is not limited to, costs and attorney's fees.

(b) Customer is responsible for the content of communications. Where customer's negligence or wrongful actions in using inside wire (including riser cable), CPE or customer's communications result in any claim or legal action brought by any nonparty, customer shall indemnify and hold the Company harmless.

5. Special Construction

If additional entrance or distribution facilities are required; if the conditions are such as to require special equipment; if the installation is for temporary or semi-permanent purpose or if for any other reason the construction costs are excessive, the applicant shall be required to pay the costs over and above those applicable for a normal installation. Each special construction situation will be evaluated on an individual case basis.

(E) Limitations

The Company shall not be responsible if changes in any of the equipment, operation, or procedures of the company utilized in the provision of ISDN Service render any facilities provided by the customer obsolete or require modification or alternation of such equipment or system, or otherwise affect its use of performance.

(F) Payment Arrangements and Credit Allowances

The payment arrangement and credit allowances as set forth in Section 2.3 preceding apply.

6. Integrated Services Digital Network Service

6.1 Basic Rate Interface Service (BRI) (Cont'd)

(G) Rates and Charges

The rates and charges following are in addition to any applicable service connection charges, monthly rates, and non-recurring charges for access lines and other services or equipment with which they are associated.

1.	Flat Rate Service per Basic Rate	\$75.00
2.	Closed User Group per CUG	\$25.00
3.	Non-recurring Installation Charges: Monthly ISDN (per order)	\$ 1.00

6. Integrated Services Digital Network Service

6.2 Primary Rate Interface Service (PRI)

(A) General

Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI) is a local and/or intra-LATA offering supported by the ISDN architecture.

ISDN PRI provides an ISDN based T1 or Fractional T1 access to the telecommunications network and includes the flexibility of integration of multiple voice and/or data transmission channels on the same line. The service will provide connectivity between ISDN compatible Customer Premise Equipment (CPE) and a serving central office. The basic channel structure for ISDN PRI is twenty-three 64 Kbps B Channels and one 64 KBPS D Channel. The 23 B Channels can be used to connect the customer's CPE to the Public Circuit Switched Network (e.g., outward, inward, and two-way network access). The basic channel structure for Fractional ISDN PRI is twelve 64 Kbps B Channels and one 64 Kbps Channel. Calling Number Delivery, Called Number Delivery, and Hunting functionality are inherent to this service. One Directory Listing will be furnished at no charge to each ISDN PRI B Channel. Additional listings can be obtained as specified in Section 2 of this Tariff.

ISDN PRI provides capability for the transmission of digital signals only. Clear Channel Capability and Extended Superframe Format are inherent to the service.

For intra-LATA offerings Interoffice Channels will be furnished between central offices and charged at rates based on airline distance between the central offices.

Unless otherwise specified, the regulations for ISDN PRI stated herein apply in addition to the regulations set forth in Section 2 of this Tariff.

(B) Regulations and Conditions

ISDN-PRI service is furnished at the option of the Telephone Company. These services are furnished subject to central office switching capability, capacity, and the availability of outside plant facilities meeting the criterion for ISDN service.

End User Common Line (EUCL) Charges are applicable, under current Federal Communications Commission rulings, on a per line basis. The customer shall be liable for all adjustments to the EUCL as mandated by the FCC (or any other regulatory body of competent jurisdiction) in the future.

6. Integrated Services Digital Network Service

6.2 Primary Rate Interface Service (PRI) (Cont'd)

(B) Regulations and Conditions (Cont'd)

The Company shall not be responsible if changes in any of the equipment, operations, or procedures of the Company utilized in the provision of Basic Rate Access render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system, or otherwise affect its use or performance.

Customer Premise Equipment (CPE) that is compatible with the ISDN PRI interface is the responsibility of the customer.

Suspension of service is not allowed.

Verification and Emergency Interrupt service is not available.

ISDN PRI Digital Data Only Signaling Groups may be configured in one of the following four standard arrangements of call types:

1. Inward Calls: The number of Inward Calls accommodated by the Signaling Group will be equal to the number of active B Channels.
2. Outward Calls: The number of Outward Calls accommodated by the Signaling Group will be equal to the number of activated B Channels.
3. Inward Calls and Outward Calls: The maximum number of simultaneous calls for each call type is determined by the customer. For each call type, the maximum number of simultaneous calls must be less than or equal to the number of activated B Channels in the Signaling Group.
4. Two-way Calls: The number of two-way calls accommodated by the Signaling Group will be equal to the number of activated B Channels.

6. Integrated Services Digital Network Service

6.2 Primary Rate Interface Service (PRI) (Cont'd)

(C) Rates and Charges

The rates and charges following are in addition to any applicable service connection charges, monthly rates, and non-recurring charges for access lines and other services or equipment with which they are associated. Further, these rates are in addition to any applicable interstate access service charges as set forth in National Exchange Carrier Association, Inc., Access Service Tariff F.C.C. No. 5, at 17.1.1 and 17.1.2.

1.	T-1 23B + D, per month	\$600.00
	T-1 23B + D, installation	\$250.00
2.	Fractional T-1 12B+D, per month	\$325.00
	Fractional T-1 12B+D, installation	\$250.00
3.	Facility Charge per facility, per month	\$75.00
4.	Options	
	Additional Trunk Group	\$10.00
	Additional Numbers, Group (25 Numbers)	\$25.00
	Additional Number, Individual (one Number)	\$ 1.00