FiberComm, L.C.

Local Exchange Service Tariff

Filed With Nebraska Public Service Commission

April 2011

This tariff replaces and supercedes all tariffs on file for FiberComm, L.C. prior to the effective date of this tariff.

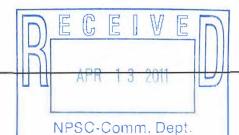


FiberComm, L.C. 901 Steuben Sioux City, IA 51101

LOCAL EXCHANGE SERVICE TARIFF

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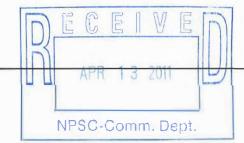
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FiberComm L.C.

LOCAL EXCHANGE SERVICE TARIFF

SECTION 1. GENERAL

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1.1 Purpose of the Company

FiberComm, L.C., hereinafter referred to as the Company, is authorized to provide local exchange service within the state of Nebraska as certificated by the Nebraska Public Service Commission. The Company furnishes local exchange services in accordance with this tariff on file with the Commission.

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SECTION 1. GENERAL (cont'd.)

1.2 <u>Exchange Area</u>

1.2.1 Exchange Area Description

The exchange area includes the urban area and the rural territory surrounding the town as reflected on the exchange area map. FiberComm L.C. offers local telecommunications service in the South Sioux City, Nebraska exchange.

1.2.2 Exchange Area Map

A copy of the exchange area map for South Sioux City, Nebraska is on file with the Nebraska Public Service Commission.

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SECTION 1. GENERAL (cont'd.)

1.3 Tariff

1.3.1 Adoption of the Tariff by the Company

The rules and regulations contained in this tariff have been adopted by the Company in compliance with all known Federal and State laws applying to the provision of telephone service.

1.3.2 <u>Tariff Applicability</u>

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

1.3.3 <u>Inspection of Company's Tariff</u>

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

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SECTION 1. GENERAL (cont'd.)

1.4 <u>Explanation of Symbols Used in the Tariff</u>

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

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SECTION 1. GENERAL (cont'd.)

1.5 <u>Definitions of Terms Used in the Tariff</u>

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

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

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

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

<u>Application for Service</u>: A request made verbally or in writing for local exchange service including requests for a change in existing service.

<u>Base Rate Area:</u> The area in which urban access line service is furnished without mileage charges.

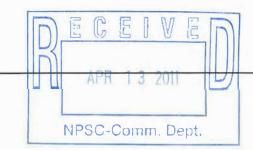
<u>Business Office</u>: The office of the Company which handles customer billing, collections and applications for service.

Call: A customer telecommunication message attempted.

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

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

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



SECTION 1. GENERAL (cont'd.)

1.5 <u>Definitions of Terms Used in the Tariff (cont'd.)</u>

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

Commission: The Nebraska Public Service Commission.

Company: FiberComm, L.C.

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

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

<u>Customer:</u> Any person or persons, firm, partnership, corporation, municipality, cooperative, organization, governmental agency or any other entity provided with local exchange service by the Company.

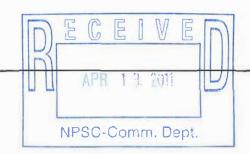
<u>Customer Owned and Maintained Equipment (COAM)</u>: Any wiring, device or apparatus provided by the customer for which complete ownership and maintenance responsibility resides with the customer.

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

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

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

<u>Exchange Carrier:</u> A local exchange telephone company operating under authority of a certificate of public convenience and necessity engaged in providing access line service and related telecommunications service, regulated and unregulated, to the public.



SECTION 1. GENERAL (cont'd.)

1.5 <u>Definitions of Terms Used in the Tariff</u> (cont'd.)

Exchange Service: Local Exchange Service.

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

<u>Indebted Household:</u> Two or more people living together at least one of whom is indebted to the telephone company for service previously rendered.

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

<u>Interexchange Carrier</u>: A telecommunications company which provides interexchange service.

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

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

Local Exchange Carrier: The exchange carrier.

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

<u>Local Exchange Telephone Service</u>: Local Exchange Service.

Message: A completed customer telephone call.

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

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

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SECTION 1. GENERAL (cont'd.)

1.5 <u>Definitions of Terms Used in the Tariff</u> (cont'd.)

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

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

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

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

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

<u>Switch:</u> A unit of dial switching equipment which provides interconnection between station lines or trunks.

<u>Subscriber:</u> The customer provided with local exchange service by the Company.

<u>Tariff:</u> The schedule of rates, tolls, rentals, charges, classifications, rules and regulations which are filed by telephone companies and approved by the Commission.

<u>Tariff Sheet:</u> An individual sheet or page of the Company's tariff.



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SECTION 1. GENERAL (cont'd.)

1.5 <u>Definitions of Terms Used in the Tariff</u> (cont'd.)

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

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

<u>User:</u> The user of a service regardless of the identity or location of the customer of the service.

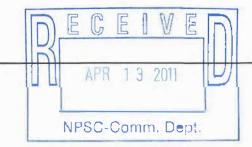


SECTION 2. RULES AND REGULATIONS.

2.1 <u>Establishment of Service</u>

2.1.1 Application for Service

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

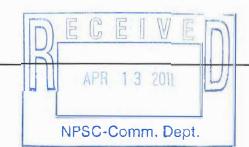


SECTION 2. <u>RULES AND REGULATIONS</u> (cont'd.)

2.1 <u>Establishment of Service</u> (cont'd.)

2.1.2 <u>Credit and Deposit Requirements</u>

- A. To further public interest, the Company shall administer a fair and nondiscriminatory credit policy that is easily understandable and that extends telephone service to as many applicants as possible. Such policy shall be predicated upon the credit risk of the individual as evidenced by past experiences with telephone companies without regard to the collective credit reputation of the area in which the applicant lives.
- B. The Company may request a customer to make a cash deposit or to increase the customer's existing deposit to establish credit. The amount of deposit required shall not normally exceed the bill for two (2) months' service. An increase in the deposit amount may be requested if increased usage, additional services, or the customer's payment record warrants it. The amount of deposit required by the company will not exceed the guidelines set forth by the Nebraska Public Service Commission.
- C. The Company shall determine the credit standing of an applicant for service by referring to information about the applicant's prior telephone bill paying habits if the applicant has had service before. Such prior telephone experience and information, if available, shall be the major factor in decisions about deposit amounts. The Company may also use employment information to verify names and past addresses of service applicants.
- D. No deposit shall be required by the Company from applicants who have not received disconnection notices for nonpayment from any local exchange carrier in the most recent year of service.
- E. If an applicant claims no past service and the Company uncovers no information to dispute this claim, the Company may require a deposit.



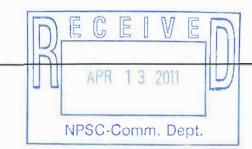
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SECTION 2. RULES AND REGULATIONS (cont'd.)

2.1 <u>Establishment of Service</u> (cont'd.)

2.1.2 <u>Credit and Deposit Requirements</u> (cont'd.)

- F. If an applicant cannot demonstrate to the Company that the applicant has held service previously in the applicant's name, the Company may require a deposit.
- G. In conformance with the Federal Fair Credit Reporting Act, the Company will make available to applicants and customers upon demand the basis for credit, deposit, disconnect and refusal decisions and will accept corrections in information upon which such decisions are based, if such corrections are true, correct and verified.
- H. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation; nor constitute a waiver or modification of the regular practices of the Company that provide for the discontinuance of services for nonpayment of any sums due the Company for services rendered.
- I. The Company shall pay interest on a deposit at the rate of 7% per anum or at the minimum rate established by the Commission. Interest shall accrue following acceptance of the deposit, except that no interest need be paid on deposits held less than thirty (30) days.



SECTION 2. RULES AND REGULATIONS (cont'd.)

2.1 <u>Establishment of Service</u> (cont'd.)

2.1.2 <u>Credit and Deposit Requirements</u> (cont'd.)

- J. In the case of residential service, the deposit and accrued interest shall be refunded upon request of the customer after twelve (12) consecutive months of payment by the bill due date and refunded automatically after twenty-four months of consecutive payment by the bill due date. In the case of business service, the deposits shall be refunded after thirty-six (36) consecutive months of payment by the bill due date. Deposits may be refunded sooner at the Company's option. The Company shall not be required to pay interest on a deposit for the period following ninety days after disconnection of service, if during such period the Company has made a reasonable effort to refund the deposit. Thereafter, an unclaimed deposit, plus accrued interest, shall be credited to an appropriate account.
- K. New and existing residential customers may be allowed to pay deposits or requests for increases in existing deposits in installments over a period of at least three (3) months. For purposes of establishing a refund date when deposits are paid on an installment plan, the date will be the day of receipt of the final installment.
- L. After disconnection of service and receipt of the final payment, the Company will promptly and automatically refund the customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills for service furnished by the Company. When the customer's deposit is applied to an unpaid bill, the Company shall render to the customer a statement showing the bill then due and unpaid, the amount of the deposit, together with the interest accrued thereon and the period covered thereby, and the balance due or remaining to the credit of the depositor.
- M. A transfer of service from one premises to another within the service area of the utility shall not be deemed a disconnection within the meaning of these rules, and shall not necessitate the requirement of a payment of a second deposit, unless a final bill has been issued at the first address and the credit standing of the customer would otherwise require it.



SECTION 2. <u>RULES AND REGULATIONS</u> (cont'd.)

- 2.1 <u>Establishment of Service</u> (cont'd.)
 - 2.1.2 <u>Credit and Deposit Requirements</u> (cont'd.)
 - N. In cases of a residential household that is divided due to divorce or separation, the deposit will remain with the residence where the service was being provided prior to such divorce or separation, unless other arrangements are agreed to by both parties.
 - O. The Company will keep a record of each cash deposit until the deposit is refunded. The record will show:
 - 1. The name and current billing address of each depositor;
 - 2. The amount and date of the deposit;
 - 3. Each transaction concerning the deposit.
 - P. Guarantors shall be accepted in lieu of deposits subject to the following:
 - 1. The guarantor shall be satisfactory to the Company.
 - 2. The guarantor shall guarantee the payment of all specific charges for access line facilities and service covered on the date the guarantee arrangement is entered into. The guarantor's liability shall not exceed the amount otherwise required as a deposit by the Company from the customer.
 - 3. The guarantor's obligation shall cease, subject to the terms specified in Section 2.1.2.N.4, upon the customer discontinuing service, after twelve (12) consecutive months of prompt payment, or after ten (10) business days written notice by the guarantor to the Company. In the latter case, the customer would be subject to disconnection of service unless a security deposit is received before the date the guarantor's obligation ceases.



SECTION 2. RULES AND REGULATIONS (cont'd.)

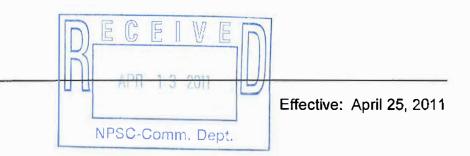
2.1 <u>Establishment of Service</u> (cont'd.)

2.1.2 <u>Credit and Deposit Requirements</u> (cont'd.)

- P. Guarantors shall be accepted in lieu of deposits subject to the following: (cont'd.)
 - 4. The Company shall have six (6) months, from the date a guarantor's obligation ceases, in which to accumulate charges incurred prior to such date for which the guarantor may be obligated. The Company shall provide written notification to the guarantor verifying the date that the guarantor's obligation ceases.

2.1.3 Service Charges

- A. Service charges are nonrefundable charges that apply to customer initiated requests for the establishment of a class of telephone service, for the subsequent changes to that service, for reconnecting service which has been temporarily disconnected at the customer's request or for nonpayment or for the establishment of other miscellaneous services.
- B. Service charges will apply to a move of a customer's service from one premises to another.
- C. Service charges apply in addition to any other scheduled rates and charges normally applying under the tariffs.
- D. The Company may request that service charges be payable at the time application is made for the particular service or facility or prior to the establishment of service or upon presentation of a bill.
- E. Installations of inside wiring and jacks are the responsibility of the customer. Installations requiring extraordinary construction or cost will be charged according to the provisions of Section 2.9 of this tariff.



SECTION 2. <u>RULES AND REGULATIONS</u> (cont'd.)

2.1 <u>Establishment of Service</u> (cont'd.)

2.1.3 Service Charges (cont'd.)

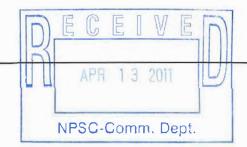
- F. Service charges do not apply when any change is made and initiated by the Company.
- G. Service charges do not apply for a customer name change if there is no lapse in billing or change in service.
- H. Service charges shall consist of the following charges:

<u>Service Ordering Charge</u> – Per customer request for work ordered and requested to be completed at the same time. For connecting new or additional central office access lines; for changing existing service and facilities, record work or adding new or additional service and facilities, other than central office access lines; for moving existing service to new facilities.

<u>Central Office Access Line Charge</u> – Per central office access line or telephone number worked on, including, but not limited to the following: (a) each central office access line, (b) non-payment reconnect, and (c) move from existing facilities to new facilities.

<u>Travel Charge</u> – One charge applies for all work ordered and requested to be completed at the same time on the same visit.

I. For promotional purposes, the Company may, from time to time, waive the service charges to connect, move or change telephone service.



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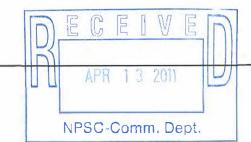
SECTION 2. RULES AND REGULATIONS (cont'd.)

2.1 <u>Establishment of Service</u> (cont'd.)

2.1.4 Service Order Intervals

- A. Customer requests for new access line service or for pre-wires of access line service will normally be completed by the Company within five business days of the date of the customer's order.
- B. Customers requesting that the Company complete installation of new access line service or prewires of access line service in less than five business days will be required to pay expedited service order charges. The amount of the expedited charges will be equal to an Expedite Factor multiplied by the normal applicable service order charges for the work to be performed. The Expedite Factor that will be used will depend upon the number of days within which the customer is requesting that the work be completed. The Expedite Factors will apply as follows:

Expedite Interval (Business Days)	Expedite Factor		
Three (3) to Four (4)	1.50		
Two (2)	1.75		
One (1)	2.00		



SECTION 2. RULES AND REGULATIONS (cont'd.)

2.2 Refusal and Disconnection of Service

2.2.1 Refusal of Service

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

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

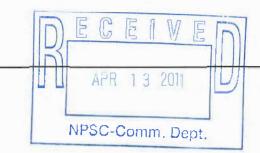
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SECTION 2. <u>RULES AND REGULATIONS</u> (cont'd.)

2.2 <u>Refusal and Disconnection of Service</u> (cont'd.)

2.2.2 Disconnection of Service

- A. The Company will not make indiscriminate disconnections without careful investigation of circumstances leading to disconnections. The Company may, however, discontinue service to any customer not abiding by or adhering to the rules and regulations of this tariff. Specifically, the Company has the discretion to disconnect service for any of the following reasons:
 - 1. Failure to pay for services rendered, unwillingness to enter into a reasonable agreement with the Company to begin liquidating the debt, or failure to keep an agreement to liquidate a continuing debt subsequent to reasonable notice by the Company of the intent to disconnect service.
 - 2. Failure to make suitable deposit as required by these rules.
 - 3. The Company's facilities are damaged, tampered with or repaired by customer.
 - 4. Access to customer property necessary to provide service is denied to the Company.
 - 5. Use of service or Company owned facilities in an unlawful manner.
 - 6. Use of Customer Owned and Maintained equipment by the customer which does not meet standards as specified in Section 2.6.4., or is likely to cause an unsafe or hazardous condition as defined by the Company.
 - 7. The Company may discontinue or refuse to furnish telephone service to any person, firm or corporation who uses facilities furnished by the Company in a manner which could reasonably be considered abusive, threatening or frightening to others, or who uses Company facilities for harassment of others, or for the impersonation of another.



SECTION 2. RULES AND REGULATIONS (cont'd.)

2.2 <u>Refusal and Disconnection of Service</u> (cont'd.)

2.2.2 <u>Disconnection of Service</u> (cont'd.)

- B. The following procedures will be followed before a customer will be disconnected for nonpayment of a bill:
 - The customer will have received written notice of the Company's intention to disconnect setting forth all reasons for the notice and the final date by which the account is to be settled or specific action taken. The notice will be either delivered personally in the Company's business office or mailed to either the address to which bills are customarily sent or to the address where the service is provided. The final date shall be not less than five days after the notice is rendered or, in the case of deposits, 12 days. The notice will include a toll-free or collect number where a customer can obtain additional information. some cases, such as abandonment, notice, practically speaking, is not possible; but the Company will make every reasonable effort to provide notice to the customer.
 - 2. Notice periods may be shortened or waived in cases of fraud or illegal use or when it is clearly indicated that the customer is preparing to abandon the service.
 - 3. A copy of the credit and collection rules shall be furnished upon request to any applicant or to any customer undergoing disconnection proceedings.

NPSC-Comm. Dept.

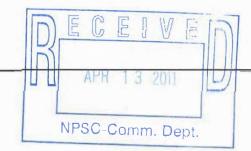
Issued: April 13, 2011

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.2 <u>Refusal and Disconnection of Service</u> (cont'd.)

2.2.2 <u>Disconnection of Service</u> (cont'd.)

- C. Whenever possible, service will not be disconnected on any Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, or after 2:00 p.m. unless the Company is prepared to reconnect services.
- D. Restoration of service following disconnection by the Company for nonpayment will require payment by the customer of a Reconnect Fee. In addition to payment of the past due balance, the customer must pay the Reconnect Fee prior to reconnection.
- E. Emergency medical conditions Notwithstanding any other provision of these rules, the Company shall postpone the disconnection of service to a residential customer for a reasonable time, not in excess of 30 days, if the customer produces verification from a physician, or a public health or social services official, which states that telephone service is essential due to an existing medical emergency of the customer, a member of the customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to the Company within five days. If the written verification is not received within five days, service may be disconnected prior to the expiration of the 30-day period for postponement.



SECTION 2. <u>RULES AND REGULATIONS</u> (cont'd.)

2.2 <u>Refusal and Disconnection of Service</u> (cont'd.)

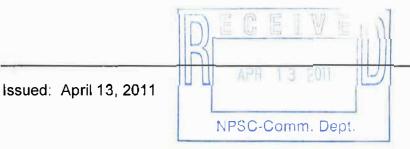
2.2.3 <u>Insufficient Reasons for Refusal or Disconnection of Service</u>

The following shall not constitute sufficient case for refusal of service to a prospective customer or for disconnection of service to a present customer:

- A. Delinquency in payment for service by a previous occupant, other than a member of the same household, of the premises to be served.
- B. Failure to pay directory advertising charges or other unregulated charges.
- C. Failure to pay for 900, 960, or 976 service calls disputed by the customer.

2.3 <u>Initial/Minimum Contract Periods</u>

- A. Except as hereinafter provided or specifically stated in this tariff or where service is provided under a special written agreement, the initial (or minimum) contract period for all services shall be one month. Customers taking service for less than the minimum period will be billed for a minimum monthly charge including installation and other non-recurring charges, if any, as specified under the appropriate rate schedule.
- B. The length of contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day the succeeding directory is first distributed to the customer.
- C. Where the provision of service requires special or nonstandard types of arrangements of equipment or makes it necessary to construct or install additional or special facilities or equipment, the company may require that a written contract be executed between the Company and the customer providing for a minimum contract period of more than one month at the same location.



SECTION 2. RULES AND REGULATIONS (cont'd.)

2.4 <u>Termination or Cancellation of Service by the Customer</u>

2.4.1 General

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

2.4.2 Cancellation Prior to Installation

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

2.4.3 <u>Termination Prior to Expiration of Contract Period</u>

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

- 1. Where service for which the initial 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 may be due through the end of the directory period.
- 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.



Issued: April 13, 2011 Effective: April 25, 2011

SECTION 2. <u>RULES AND REGULATIONS</u> (cont'd.)

2.5 <u>Billing Procedures and Payment Requirements</u>

2.5.1 General Policies

- A. The customer is required to pay all charges for exchange services and facilities and for toll messages including calls placed from the customer's telephone, calls charged to the customer's telephone number, and collect toll messages which have been accepted at the customer's telephone.
- B. Recurring charges will be billed monthly in advance and toll charges will be billed in arrears. Non-recurring and toll charges shall be assessed at the time such service is provided and billed as a part of the next regular monthly bill. When service does not begin or end on the first day of a billing month, the charges or fractional part thereof will be prorated in the ratio number of days involved to thirty (30) days.
- C. Special billing may be made by the Company to any customer where the total amount due the Company becomes unusually high without valid reason, or when the customer cancels service. Any special billing not paid on demand shall be considered delinquent.
- D. Bills to customers will be typed, or machine printed, rendered regularly, and shall contain a listing of the type of service rendered, the related charges, and the total bill for such services. The Company shall provide the customer with a breakdown of local service charges upon request. Itemized toll statements shall be included in each bill for toll providers for which the Company provides billing and collection services.

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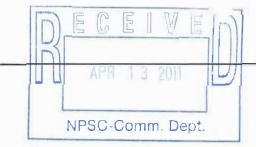
NPSC-Comm. Dept.

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.5 <u>Billing Procedures and Payment Requirements (cont'd.)</u>

2.5.1 General Policies (cont'd.)

- E. If a dispute between the customer and the Company occurs regarding any bill, prompt investigation will be made and the results given to the customer. During the investigation, disconnection of service will not occur provided the balance of the bill not in dispute is paid. If the investigation does prove the disputed billing is correct under the regulations of the Commission, and the customer still will not pay the amount due, the Company may then disconnect service. The customer, or the Company, may make application to the Commission for review. Its decision will be final, subject only to legal redress as the parties involved may choose to exercise. The Commission may prohibit such disconnection pending review of the dispute.
- F. An adjustment of charges for billing errors by the Company will be made for the full amount of excess charges for a period not to exceed three (3) years, where such charges can be validated by Company records. When the period during which a billing error has been effective and the exact amount of the billing error cannot be determined from available records, the maximum refund will not exceed an estimated amount equal to such overbilling for a six month period.
- G. The Company will maintain records of past customers for a period of six months after termination. The Company shall make these records available to other utilities engaged in credit checks in accordance with Federal laws.



Issued: April 13, 2011

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SECTION 2. RULES AND REGULATIONS (cont'd.)

2.5 <u>Billing Procedures and Payment Requirements (cont'd.)</u>

2.5.2 Taxes and Surcharges

- A. Any taxes or surcharges levied or imposed on the Company by any taxing authority or other governmental agency, such as the Federal Communications Commission (FCC) or the Nebraska Public Service Commission for direct charge to the customer shall be added to the customer's regular monthly billing. These taxes and surcharges will be charged on a proportionate basis to all customers receiving service within the jurisdiction of such governmental agency. Such taxes and surcharges include sales taxes, federal excise taxes, applicable franchise taxes, occupation taxes, license taxes, E-911 Surcharge, TRS Surcharge, FCC Subscriber Line Charge or other charges as may be mandated by the FCC, the Nebraska Commission or any taxing authority or governmental agency having jurisdiction over the Company.
- B. Telecommunications Relay Service (TRS) Surcharge The TRS Surcharge, f/k/a the Nebraska Dual Party Relay Surcharge, is five cents (\$.05) for the first one hundred (100) telephone numbers or functional equivalent per subscriber per month.

2.5.3 Insufficient Funds Checks

- A. Checks on banks will be accepted for payment of bills or other amounts due to the Company.
- B. An Insufficient Funds Check Charge will apply if the customer submits payment for service using an insufficient funds (a/k/a/nonsufficient funds (NSF)) check. This charge will be due at the time the customer makes good the insufficient funds check.
- C. In the event a customer provides the company with an NSF check for nonpayment of service after the due date for the current month's bill, the customer will need to make good the insufficient funds check within twenty-four (24) hours of receipt of the insufficient funds check to avoid disconnection of service. If the insufficient funds check is received prior to the due date for the current month's bill, the customer must make good the insufficient funds check within seventy-two (72) hours of receipt of the insufficient funds check or by the current month's bill due date, or service will be disconnected.

Effective: July 1, 2024

Received by NPSC 06/13/2024

Issued: June 14, 2024

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.5 <u>Billing Procedures and Payment Requirements</u> (cont'd.)

2.5.3 Insufficient Funds Checks (cont'd.)

- D. The responsibility for confirming that a check can be returned the second time for payment will rest with the customer. The customer will call the bank, who in turn will call the business office verifying that there are adequate funds for the returned check.
- E. If any customer renders three (3) insufficient funds checks during a twelve (12) month period the Company shall notify the customer that subsequent payments must be made in cash, cashiers checks or money orders. After the Company receives the second insufficient funds check within a twelve (12) month period, the business office will notify the customer of the Company's policy regarding insufficient funds checks.

2.5.4 Late Payment Charges

- A. All bills not paid before the last date for timely payment shall be subject to a late payment charge.
- B. The Late Payment Charge does not apply to unpaid balances associated with disputed amounts.
- C. Each account shall be granted not less than one complete forgiveness of late payment charges each calendar year. The customer will be notified that this forgiveness has been used by first class mail or by telephone.

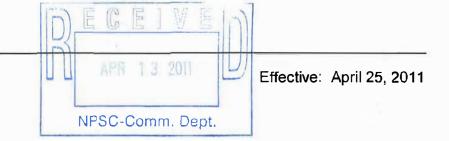


SECTION 2. RULES AND REGULATIONS (cont'd.)

2.6 Responsibilities of the Customer

2.6.1 General

- A. Customers of the Company shall be responsible for the prompt payment for all services rendered by the Company. Failure to receive a bill for any given period of time will not relieve the customer of the customer's financial obligation. Payments may be made to the Company business office in person or by mail or may be dropped off at authorized drop-off locations. Only properly appointed and identified employees or agents of the Company are authorized to receive customers' payments.
- B. In no case shall a customer be required to pay any sum to an employee of the Company or to anyone alleging to be agents of the Company except as provided herein. Any customer who makes such unauthorized payments may still be obligated to pay the company if the Company is unable to recover all or part of such sums taken by unauthorized persons.
- C. The customer may not damage, tamper with or attempt to repair any company-owned facilities on the customer's premises, or apparatus connected to such without written consent of the Company. In the event there is available evidence that a customer has manipulated or tampered with any service or Company-owned facilities, the Company shall have the right to immediately discontinue service without notice. The customer is responsible for and shall be liable for damages to the facilities of the Company caused by negligent or willful acts of the customer or the customer's authorized agents and users, including the reimbursement of the Company for any losses through theft, fire, or vandalism occurring as a result of such negligence.
- D. In no case shall the Company be required to work in an unsafe or hazardous condition, or to place in jeopardy or possible harm its personnel or facilities.
- E. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities; the customer agrees to pay the Company's current charges for such changes.



SECTION 2. RULES AND REGULATIONS (cont'd.)

2.6 Responsibilities of the Customer (cont'd.)

2.6.2 Access to Customer Premises

- A. A properly identified employee of the Company shall have access to the premises of a customer at all reasonable times for the purpose of conducting business.
- B. If after a reasonable effort and proper notice on the part of the Company, access cannot be gained to the premises, the Company may discontinue service if there is a requirement to do so until such access can be gained.

2.6.3 Change of Occupancy

- A. When a change of occupancy or legal responsibility takes place on any premises served by the Company, notice shall be given in writing or verbally within a reasonable time prior to such change. The outgoing customer is responsible for all service charges, including toll, until such notice has been received by the Company. No new incoming service under this section shall be provided for the indebted outgoing customer until all prior indebtedness of the customer 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 previous 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.



Issued: April 13, 2011 Effective: April 25, 2011

SECTION 2. <u>RULES AND REGULATIONS</u> (cont'd.)

2.6 Responsibilities of the Customer (cont'd.)

2.6.4 <u>Customer Owned and Maintained Equipment (COAM)</u>

- A. Customer provided terminal equipment and customer provided communication systems may be connected with the facilities furnished by the Company for telephone services as provided in these conditions and as set forth in the FCC registration program contained in Part 68, Chapter 1, Title 47 of the Code of Federal Regulations. The customer is responsible for all installation, operation, maintenance and compliance to all laws, rules and regulations for equipment and facilities provided by the customer for interconnection with the Company's facilities in accordance with the rules governing customer owned and maintained equipment (COAM) as set forth in this section. Any damage or harm caused by customer actions or failure to act on the customer side of the point of interconnection shall in no way be a liability of the Company.
- B. Where telephone service is used in connection with customer provided terminal equipment or communication systems, the operating characteristics of such equipment or systems shall be such as to:
 - 1. Not interfere with any service offerings by the Company.
 - 2. Not endanger the safety of Company employees or the general public.
 - 3. Not damage, require change in or alteration of equipment or other facilities of the Company.
 - 4. Not interfere with the proper function of the Company's equipment or facilities.
 - 5. Not impair the operation of the telephone network or otherwise injure the public in its use of the Company's services.



Issued: April 13, 2011

SECTION 2. <u>RULES AND REGULATIONS</u> (cont'd.)

2.6 Responsibilities of the Customer (cont'd.)

2.6.4 <u>Customer Owned and Maintained Equipment (COAM)(cont'd.)</u>

- C. Upon notice from the Company that the customer provided equipment or system is causing or is likely to cause a hazard or interference, the customer shall make such changes as shall be necessary to remove or prevent such hazard or interference. The customer shall be responsible for the payment of all Company charges for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer provided equipment or facilities.
- D. The Company shall not be responsible for the installation, operation or maintenance of any customer provided equipment or systems. Telephone service is not represented as adapted to the use of such equipment or systems. Where such equipment or systems are connected to Company facilities, the responsibility of the Company shall be limited to the furnishing, operation and maintenance of such facilities in a manner suitable for telephone service. The Company shall not be responsible for the through transmission of signals generated by customer provided equipment or systems, or the quality or defects in such transmission, or the reception of signals by customer provided equipment or systems.
- E. The Company shall not be responsible to the customer if changes in these conditions or in any of the facilities, operations or procedures of the Company render any customer provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance.



Issued: April 13, 2011

SECTION 2. RULES AND REGULATIONS (cont'd.)

2.6 Responsibilities of the Customer (cont'd.)

2.6.4 <u>Customer Owned and Maintained Equipment (COAM)</u> (cont'd.)

- F. Where any customer provided equipment or systems are used with telephone service in violation of any of these conditions, the Company will take such immediate action as necessary for the protection of the network and will properly notify the customer, in writing, of the violation. The customer shall discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company within two (2) days following the receipt of written notice from the Company that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this tariff.
- G. The customer with COAM equipment interfacing with the facilities of the Company is responsible to determine whether the COAM equipment is operating properly prior to reporting any trouble to the Company. The Company is not obligated to make any tests of its facilities until the customer has completed testing the COAM facilities and determined the trouble to be in the Company's equipment. If the Company finds upon testing that the trouble was in the COAM equipment and not in the Company's equipment, a Service Order Charge will apply. If a trip is required to the customer's location, a Travel Charge will apply.

2.6.5 Unauthorized Attachments

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



SECTION 2. <u>RULES AND REGULATIONS</u> (cont'd.)

2.6 Responsibilities of the Customer (cont'd.)

2.6.6 <u>Use of Service for Unlawful Purposes</u>

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

2.7 Responsibilities of the Company

2.7.1 General

- A. The Company's obligation to furnish local exchange telephone service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities.
- B. The Company shall make its services available to applicants in accordance with the terms and conditions in this tariff and under the jurisdiction of the Nebraska Public Service Commission.
- C. This tariff of the Company governs the outgoing service of a customer and in no manner guarantees the customer the same incoming 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.



SECTION 2. RULES AND REGULATIONS (cont'd.)

2.7 Responsibilities of the Company (cont'd.)

2.7.2 <u>Telephone Directories</u>

- A. Telephone directories, containing an alphabetical listing of all customers and classified advertisements, are issued annually without charge by the Company as it deems necessary for the efficient use of telecommunications service, with a minimum of one directory per access line. Additional directories will be furnished at the discretion of the Company. Directories containing listings for other areas may be provided at a nominal charge.
- B. The customer assumes all legal responsibility in regard to the authenticity of the name listed on the application form and ultimately in the directory.
- C. The Company, except as provided herein, shall not be liable for damage claimed on account of errors in or omissions from its directories, nor for the result of the publication of such errors in the directory, 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 a pro rata reduction of the charge for the affected directory service. The maximum reduction is not to exceed the full amount of the directory charges for the period from the date of issuance of the directory in which the mistake occurred to the date of issuance of a new directory containing the proper listing.
- D. In the case of extra listings in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues.



SECTION 2. RULES AND REGULATIONS (cont'd.)

2.7 <u>Responsibilities of the Company</u> (cont'd.)

2.7.3 <u>Telephone Numbers</u>

- A. The customer has no property right in the telephone number or any right to continuance of service through any particular central office. The Company may alter or change the telephone number or the central office designation, or both, of a customer whenever, in its sole discretion, it may be required to meet service demands. Except for nonpayment of yellow page advertising, when customers are assigned a new number within the exchange, the former working number intercept shall provide the new number to a calling party for not less than 60 days or until the issuance of a new directory.
- B. In cases of a residential household that is divided, the telephone number will remain with the residence where the service was being provided prior to such division, unless other arrangements are agreed to by both parties.

2.7.4 Use of Connecting Company Lines

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

2.7.5 Defacement of Premises

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



SECTION 2. RULES AND REGULATIONS (cont'd.)

2.7 Responsibilities of the Company (cont'd.)

2.7.6 Service Interruption

- A. In the event of a service interruption, restoration of service, to the extent practical, will be made in the following sequence:
 - 1. Emergency services to: Medical, Fire, Law Enforcement, Highway maintenance, Civil Defense and other utilities.
 - Business
 - 3. Residence
 - 4. Public Telephones
 - 5. All other facilities not affecting main station service.
- B. The Company does not guarantee uninterrupted service. In the event the customer's service is interrupted and service outages are properly reported by the customer and for which the customer is not at fault, nor negligent, an adjustment to the regular monthly service charge is allowed as follows:
 - 1. No allowance is given for a service outage whose duration is less than twenty-four (24) hours after receipt of the outage notice from the customer.
 - 2. In the event the customer's access line service is interrupted in excess of twenty-four (24) hours after being reported or found to be interrupted, the Company shall, upon request, refund the pro rata portion of the month's charge for the period of days during which such access line service was interrupted. Provided however, if access line service is interrupted as the result of widespread disaster, and other than by the negligence or willful act of the Company, no refund shall be required unless the access line service remains interrupted for a period in excess of seven (7) days. This refund may be accomplished by a credit on a subsequent bill for local exchange service.



SECTION 2. RULES AND REGULATIONS (cont'd.)

2.7 Responsibilities of the Company (cont'd.)

2.7.6 <u>Service Interruption</u> (cont'd.)

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

2.7.7 Limits of Company Liability

- A. The Company will exercise all reasonable diligence to furnish and deliver regular and continuous service to the customer but will not be liable for damages caused by interruption, shortages, irregularities or failures due to accidents, interference by third parties or conditions beyond the reasonable control of the Company.
- B. When, in the judgment of the Company, the continued provision of service becomes unsafe; or where Federal, State or local regulations place operational restriction(s) upon the Company because of unsafe or hazardous situations, or other unusual conditions including strikes or lockouts; service as provided for in this tariff may be temporarily suspended by the Company. In so doing, the Company shall endeavor to minimize such suspension. However, the Company assumes no liability for the inconvenience or damages suffered by the customer during such periods.
- C. The company reserves the right to temporarily suspend service when repair, modification or improvement to the system is necessary. If not precluded by emergency conditions, the Company will make a reasonable effort to give notice to the customer either through the use of public media or individual communication. Repairs or improvements will be completed expeditiously and so far as it is reasonably possible, the work will be performed at a time that will cause the least amount of inconvenience to the customer.



SECTION 2. RULES AND REGULATIONS (cont'd.)

2.7 Responsibilities of the Company (cont'd.)

2.7.7 Limits of Company Liability (cont'd.)

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

2.8 Customer Complaints

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

Complaints to:

Toll Free: 1(800)526-0017

Nebraska Public Service Commission 300 The Atrium, 1200 "N" Street Lincoln, Nebraska 68508

Tel.: (402) 471-3101 Fax: (402) 471-0254 TDD: (402) 471-0213

Website: www.psc.state.ne.us

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

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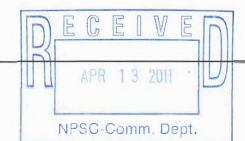
Effective: April 25, 2011

NPSC-Comm. Dept.

SECTION 2. <u>RULES AND REGULATIONS</u> (cont'd.)

2.9 Special Services and Construction

- A. All rates and charges set forth in this tariff are for the provision of service, equipment, and facilities in normal locations, and under normal working conditions as defined by the Company. When special installation, construction or modification of facilities, equipment, operations or services is required or when other unusual service is performed, additional charges may apply and will be developed as such conditions require. Special charges may arise when, at the request of the customer, the Company constructs or installs facilities in order to provide service, or undergoes significant changes in operation to provide the requested service, and one of the following conditions exist:
 - 1. There is no general requirement for the facility or service other than that of the customer requesting the facility or service.
 - 2. The facilities or service are of a type other than that which the Company would normally provide.
 - 3. The Company must purchase, construct or otherwise incur greater expense to provide the requested facilities or service than it would otherwise deem necessary in order to fulfill the initial service requirement.
 - 4. The Company is required to expedite service at a greater expense than that which it would otherwise incur.
 - 5. The Company constructs or provides temporary facilities or service for a period during which permanent facilities are under construction or not required. When the revenue to be derived from the service is not sufficient to warrant the Company assuming special construction or service cost or when costs are sufficient to unduly restrict the operating capital of the Company, the customer may be required to pay all or a part of such cost.
- B. Special services and facilities, may be furnished pursuant to special contract for such period as may be agreed upon, provided such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Company.



SECTION 2. <u>RULES AND REGULATIONS</u> (cont'd.)

- 2.9 <u>Special Services and Construction</u> (cont'd.)
 - C. In the event any such special service or facility or the use made thereof interferes with the furnishing of telephone service by the Company, the Company may terminate such contract and cease to furnish such special service or facility after thirty (30) days written notice to the customer.
 - D. Applicants who desire special services and constructions normally covered by the tariff may request an estimate of the cost, time to construct and probable monthly recurring charge for the provision of such services. The company will arrange for an inspection of the property and take whatever action necessary to develop the appropriate cost estimate as soon as possible. Special construction estimates shall take into account all pertinent information regarding the Company's plans for expansion and new construction, other service potentials, additional customers and related information.
 - E. Upon completion of the estimate and approval by the company, the applicants may, at their option, do any of the following:
 - 1. Contract with the Company to construct the required facilities in accordance with terms and conditions to which both parties mutually agree. Such contract shall not be valid, or binding on either party until approved by the telephone company.
 - 2. Undertake to construct their own facilities and interconnect with the Company at a point of interconnection acceptable to both parties and in accordance with the rules and regulation governing customer owned and maintained equipment (COAM) contained elsewhere in this tariff.
 - 3. Notify the Company that the application is being withdrawn and terminate further proceedings without incurring any liability or obligation.



SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.1 Local Exchange and Extended Area Service

3.1.1 <u>Description of Local Exchange Service</u>

Local exchange service is available to the general public. In addition to providing for communication between stations within an exchange area, local exchange service is used to establish and maintain connection between an exchange station and other facilities in connection with interexchange service or extended area service calls.

3.1.2 <u>Description of Extended Area Service</u>

- A. Extended Area Service (EAS) is interexchange telephone service that is offered in conjunction with Local Exchange Service. Where EAS is offered between two or more exchanges, a customer in one exchange is able to place a call to the other exchange or exchanges with which EAS is offered without being assessed a long distance toll charge. If, however, the customer elects to place the call through a long distance operator or by direct dialing the call using long distance calling procedures, the call will be classified as a toll call and the customer that placed the call, or the customer that accepted charges for the call, will be billed the applicable toll charges for the call.
- B. EAS is not designed for continuous uninterrupted service by a single customer.



SECTION 3. <u>SERVICES AND APPLICATION OF RATES AND CHARGES</u> (cont'd.)

- 3.1 <u>Local Exchange and Extended Area Service</u> (cont'd.)
 - 3.1.2 <u>Description of Extended Area Service</u> (cont'd.)
 - C. In an exchange where EAS is available, it is provided to all customers within the exchange. EAS Service is available in the following exchanges:

Exchange Exchange Service Area Of

South Sioux City, NE Sioux City, IA Dakota City, NE

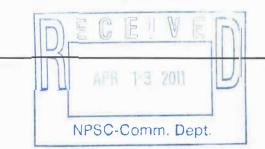
Hinton, IA Merrill, IA

North Sioux City, SD Sergeant Bluff, IA

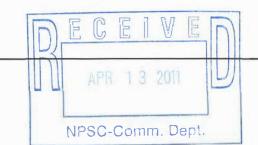
Homer, NE

3.1.3 Application of Rates

- A. Rates for local exchange service are applied per access line ordered by the customer. Access line rates may vary depending upon the exchange area for which the customer requests service. The access line rate for local exchange service entitles the customer to calls to all local stations connected to a central office of the same exchange and, if EAS is available, to all local stations served by central offices of the extended area service exchanges.
- B. Business and Residence Access Lines are available from the Company. Business Access Line Rates will apply at the following locations:
 - 1. Offices, stores, factories, mines, and all other places of a strictly business nature.
 - 2. Boarding houses, except as noted in Section 3.1.3. C.2. In offices of hotels, halls, and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial school or colleges, hospitals, libraries and other similar institutions.
 - 3. 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.



- 3.1 <u>Local Exchange and Extended Area Service</u> (cont'd.)
 - 3.1.3 Application of Rates (cont'd.)
 - B. Business and Residence Access Lines are available from the Company. Business Access Line Rates will apply at the following locations: (cont'd.)
 - 4. Any location where the listing of service at that location indicates a business, trade or profession, except as specified below.
 - 5. Residence locations where the customer has no regular business phone and his/her principal income is derived from public sale of goods or services (as in the case of distributors of household products or carpenters who contract their services).
 - C. Residence Access Line Rates apply only at the following locations:
 - 1. Location used exclusively as a private residence except as provided in 3.1.3.B.
 - 2. 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. 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. College fraternity or sorority houses where individual access line service is provided.



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- 3.1 <u>Local Exchange and Extended Area Service</u> (cont'd.)
 - 3.1.3 Application of Rates (cont'd.)
 - D. A Service Order Charge will apply to all customer orders for Local Exchange Service access lines from the Company.
 - E. From time to time, the Company may offer special promotions waiving the monthly rates or installation charges for certain features or services.

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3.2 <u>Direct-Inward-Dialing</u>

3.2.1 General

- A. Direct-Inward-Dialing (DID) service is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific Private Branch Exchange (PBX) station directly without an attendant's assistance. DID service may be provided where CO facilities are available and where the customer-provided switching equipment (PBX) capabilities permit. The PBX must comply with Part 68 of the Federal Communications Commission's Rules and Regulations (47 CFR Part 68).
- B. Sequential numbers may be assigned if blocks of numbers are available and at the discretion of the Company. Blocks will be assigned in groups of twenty-five (25) or one hundred (100) numbers and must be in use within six (6) months of the request. If not in use, the Company will reclaim numbers.

3.2.2 Application of Rates

Monthly charges for DID Service will apply as described in Section 5 following. In addition, a federal Subscriber Line Charge (SLC) and all applicable surcharges will apply per trunk.



SECTION 3. <u>SERVICES AND APPLICATION OF RATES AND CHARGES</u> (cont'd.)

3.3 <u>Trunk Hunting</u>

3.3.1 General

- A. Trunk hunting service applies for any business main line or PBX trunk arranged for hunting. The access lines or trunks are arranged in such a way that even though the same telephone number is dialed, the first available trunk is selected, regardless of the trunk number. Trunk hunting applies to all but the last line arranged.
- B. Trunk hunting does not apply to: Trunks with DID, digital switched service except the data trunks, residence lines and outward only lines/trunks.
- C. Trunk hunting is furnished only when the necessary facilities are available.

3.3.2 Application of Rates

A. There are no charges for trunk hunting.



SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

3.4 <u>Custom Calling Features</u>

3.4.1 General

Certain optional features, called Calling Features, are available to customers as enhancements to Local Exchange Service. The available features are described in Section 4 of this tariff.

3.4.2 Application of Rates

- A. Calling Features are charged at monthly rates per access line. Calling Feature charges are in addition to monthly charges for Access Line Rates.
- B. No Service Order Charges apply for ordering any Calling Features.
- C. From time to time, the Company may offer special promotions waiving the monthly rates for certain Calling Features or packages of features. In addition, the Company may, from time to time, offer special promotions waiving the monthly rates or installation charges, in conjunction with other services.



3.5 Payphone Service

3.5.1 General

The Company will provide Business Access Line Service (dial tone) in conjunction with a customer provided pay station.

3.5.2 Application of Rates

- A. Customers requesting access line service in conjunction with a customer provided exchange station will be required to pay all monthly and Service Order Charges that apply for a Business Access Line as described in this tariff.
- B. The Customer is responsible for paying all long distance charges billed by the Company that have been charged to the Business Access Line associated with the customer's coin operated telephone.

3.6 Toll Blocking Service

3.6.1 General

Toll Blocking Service provides denial of outgoing 0+ and 1+ long distance calls for central office access lines and trunks.

- A. This service is provided only where central office capabilities permit the offering
- B. The customer shall not be permitted to place outgoing calls to an operator or any part of the 0+ or 1+ long distance network when this service is in effect.
- C. Incoming calls are not restricted.

3.6.2 Application of Rates

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Customers subscribing to Toll Blocking Service will be assessed a non-recurring charge to establish said service and a recurring monthly rate.



3.7 <u>Directory Assistance Service</u>

3.7.1 General

Directory Assistance Service, as made available by the Company through this tariff, provides, upon customer initiated request from this Company's territory, published and non-listed telephone numbers within the same area code or Number Plan Area (NPA) from which the request is being initiated, i.e. within the 402 area.

3.7.2 Application of Rates

- A. The Directory Assistance Charges specified in this tariff apply when a customer initiates a call to Directory Assistance from the Company's serving territory and requests a telephone number within Nebraska and within the same area code or Number Plan Area (NPA) from which the request is being made.
- B. Directory Assistance Charges shall be billed to the customer on a per call basis.
- C. Directory Assistance Charges are not applicable to:
 - 1. Calls placed from 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 the sick and disabled and which provide telephones in the majority of the patient rooms.
 - Calls placed from residence telephones where a member of the customer's household has been certified by a qualified authority as unable to use a directory or from the business telephone of a certified customer where other assistance is not available. A qualified authority is defined as including doctors of medicine, ophthalmologists, optometrists, registered nurses, therapists, professional staffs of hospitals, institutions and public welfare agencies. Certification of physical disability sufficiently severe to prevent reading or using conventional reading materials may also be made by professional librarians or by any person whose competence in this area is acceptable to the Librarian of Congress of the United States. The Directory Assistance provided under this exemption is to be used for personal use only and may not be resold.

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3.7 <u>Directory Assistance Service</u> (cont'd.)

3.7.2 Application of Rates (cont'd.)

- C. Directory Assistance Charges are not applicable to: (cont'd.)
 - 5. Calls placed to Directory Assistance by an operator in connection with operator-handled local and long distance calls.

3.8 Directory Listing Service

3.8.1 General

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

3.8.2 Primary Listing

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- A. Each subscriber is entitled to one free directory listing, termed the Primary Listing.
- B. A Primary Listing will be provided for each separate service ordered by the customer. When two or more lines or PBX trunks are consecutively operated, the first number of the groups is considered the primary listing. Additional stations will not be entitled to extra listings without charge.



- 3.8 <u>Directory Listing Service</u> (cont'd.)
 - 3.8.2 <u>Primary Listing</u> (cont'd.)
 - C. The names listed in Primary Listings shall be limited to one of the following:
 - 1. The individual name of the customer.
 - 2. The individual name of a member of the customer's family.
 - 3. The names of two members of a customer's family (i.e. Smith, John & Jane).
 - 4. The name under which the customer or joint user is actually doing business, as evidenced by signs on the premises, by letterheads, and by the name under which a bank account is maintained.
 - 5. The name under which a business is actually being conducted by someone other than the customer and which the customer or joint user is authorized by such other to use.
 - 6. The names of departments when such listings are deemed necessary from a public reference viewpoint.
 - D. Whenever any question arises as to the right of a customer to either list the name of a business which he claims he is authorized to represent or to use a listing which includes the trade name of another, the Company shall require the customer to secure from the owner of such name, written authorization, addressed to the Company, to accept for insertion or continue to use such name or listing. The Company may refuse to accept or may delete such listing if such written authorization is withdrawn by such owner in writing to the Company.

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3.8 <u>Directory Listing Service</u> (cont'd.)

3.8.3 Non-Published Service

- A. Non-Published Service will be provided to customers who request that the Primary Listing be omitted from the directory and from the information records; i.e., their name and address would not be available from Directory Assistance.
- B. When non-published service is furnished, the customer will hold the Company harmless from any damages which might arise, and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the non-published service.

3.8.4 Non-Listed Service

Non-Listed Service indicates the customer listing is omitted from the directory but otherwise posted on the directory assistance records and the telephone number will be given out upon request.

3.8.5 Additional Listings

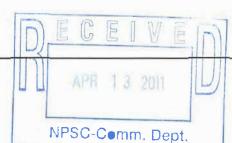
Additional listings may be furnished with business, residence, or pay telephone service for persons who occupy the same premises at the rates shown herein. An additional listing may include the same address and telephone number as the primary listing.

3.8.6 Alternate Call Listing

An alternate call listing refers a calling party to certain other telephone numbers, such as after business hours, on Sundays, holidays, or if there is no answer on the first listed number. Where the alternate call number is that of another customer, the listing will be furnished only with written approval of the other customer.

3.8.7 Cross Reference Listings

Cross reference listings are permitted when their use will facilitate the handling of telephone calls.



3.8 <u>Directory Listing Service</u> (cont'd.)

3.8.8 Extra Line Listings

Extra line listings include captions, subheadings or any additional text requested by the customer that requires additional lines in the directory.

3.8.9 Foreign Listing

A foreign or nonsubscriber listing is furnished to customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered.

3.8.10 Application of Rates

- A. There are no charges for Primary Listings.
- B. Charges for Non-Published Numbers, Extra Listings and Foreign Exchange Listings will be applied on a monthly basis. Multi-line customers desiring to have only their main billed telephone number listed in the directory will not be charged the monthly charges for Non-Published Numbers for the telephone numbers behind the main billed telephone number.
- C. When Directory Listing Services are requested with the original order for Local Exchange Service, additional Service Order Charges will not apply. When any Directory Listing Service is ordered or changed after Local Exchange Service is initially ordered, a Service Order Charge will apply.
- D. Charges begin from the time the listing is posted on 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 customer may desire.

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3.9 <u>Enhanced Universal Emergency Number Service (E911)</u>

3.9.1 General

- A. Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911 Service, is a telephone exchange communication service whereby one or more Public Safety Answering Points (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service includes a line and equipment necessary for the answering, transferring, and dispatching of public emergency telephone 911 calls originated by persons within the serving area. E911 Service provides for Selective Routing, Automatic Number Identification, and Automatic Location Identification features.
- B. E911 Service is offered subject to availability of facilities.

3.9.2 Establishment of Service

- A. Applications for E911 Service must be executed in writing by each customer. If the application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any E911 offering.
- B. The E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire, or other emergency services within the telephone central office areas arranged for 911 calling.



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3.9 <u>Enhanced Universal Emergency Number Service (E911)</u> (cont'd.)

3.9.3 Purpose of E911 Service

- A. E911 Service is provided solely for the benefit of the customer operating the PSAP. The provision of E911 Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customers.
- B. The Company does not undertake to answer and forward E911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.

3.9.4 Selective Routing Feature

- A. When the Selective Routing Feature is provided, the customer is responsible for identifying primary and secondary PSAP locations, as well as the unique combinations of police, fire, and ambulance or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESNs will be carried in the Data Management System (DMS) to permit routing of E911 calls to the primary and secondary PSAPs responsible for handling of calls from each telephone in the E911 serving area.
- B. Initial and subsequent ESN assignments by street name, address range, and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Company prior to the effective date of service.



3.9 <u>Enhanced Universal Emergency Number Service (E911)</u> (cont'd.)

3.9.4 Selective Routing Feature (cont'd.)

- C. After establishment of service, it is the customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance, or other appropriate agencies' jurisdiction over any address, annexations, and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP.
- D. The Company will provide to the customer on request a complete written copy of the master address file to permit the customer to verify accuracy of the police, fire, and ambulance PSAP routing designations.
- E. Changes, deletions, and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis.
- F. The Company will furnish a written copy to the customer for verification showing each change, deletion, and addition to the master address file.

3.9.5 Responsibilities of the Customer

- A. All E911 calls will be answered on a 24-hour day, seven-day week basis.
- B. Because the Telephone Company serving boundaries and political subdivision boundaries may not coincide, the customer will make arrangements to handle all E911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
- C. The customer will provide CPE with a capacity adequate to handle the number of incoming E911 lines recommended to be installed by the Company. It is the customer's responsibility to ensure its CPE is compatible with the service(s) provided by the Company.

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- 3.9 <u>Enhanced Universal Emergency Number Service (E911)</u> (cont'd.)
 - 3.9.5 Responsibilities of the Customer (cont'd.)
 - D. It is the responsibility of the governing body requesting or implementing the E911 service to notify all subscribers of any charges associated with the E911 service, and the rule governing the subscriber's "Right to Privacy." The E911 calling party forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP. The names, addresses, and telephone numbers of telephone customers whose listings are not published in directories or listed in directory assistance offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls.
 - E. The customer has responsibility for dispatching the appropriate emergency service vehicles within the E911 service area or will undertake to transfer all E911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
 - F. The customer has responsibility for developing an appropriate method for responding to calls for non-participating agencies which may be directed to the E911 PSAP by calling parties.

3.9.6 Liability of the Company

- A. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof whether caused by the negligence of the Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- B. Each customer also agrees to release, indemnify, and hold harmless the Company for any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.

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SECTION 3. <u>SERVICES AND APPLICATION OF RATES AND CHARGES</u> (cont'd.)

3.9 <u>Enhanced Universal Emergency Number Service (E911)</u> (cont'd.)

3.9.6 <u>Liability of the Company</u> (cont'd.)

- C. The customer also agrees to release, indemnify, and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of negligence or other wrongful act of the Company, the customer, its user, agencies, or municipalities, or the employees or agents of any one of them.
- D. The Company's entire liability to any person for interruption or failures of E911 Service shall be limited to the terms set forth in this section and other sections of this tariff.

3.9.7 Billing Responsibilities of the Company

- A. The Company will assess an E911 Service surcharge, upon 90 days' written notice from the governing body, to all subscribers who are within the jurisdiction of a governing body that is making a request to the Company under Nebraska law, LB 240.
- B. The Company will change the amount of the E911 Service surcharge when notified by the governing body by certified or registered mail no less than 90 days before the new rate becomes effective.

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3.9 <u>Enhanced Universal Emergency Number Service (E911)</u> (cont'd.)

3.9.8 Application of Rates

- A. Temporary or vacation suspension of service is not provided for any part of the E911 Service.
- B. The rates and charges for E911 Service will be determined on an individual case basis. Individual features requested by the customer include, but are not limited to, central office modifications, data base preparation, trunking, and maintenance.
- C. The rates charged for E911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational test as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.

3.10 Foreign Exchange Service

3.10.1 General

Issued: April 13, 2011

- A. Foreign Exchange Service (FX) is a special access service that provides dial tone to and from a telephone exchange other than the subscriber's local exchange. In essence, the telephone subscriber is provided dial tone from another exchange whereby calls are transmitted over a special access circuit between the two exchanges.
- B. Local Exchange is the exchange in which the customer premises equipment is located and in which service is provided.
- C. Serving Exchange is the exchange in which the service central office is located.
- D. Contiguous Exchanges are adjoining exchanges which share a common boundary.
- E. Non-contiguous Exchanges are exchanges which do not share a common boundary.



SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES (cont'd.)

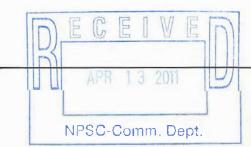
3.10 Foreign Exchange Service (cont'd.)

3.10.1 General (cont'd.)

- F. FX Service will be limited to business and residence individual central office access line service, or PBX trunks, when facilities for its provision are available.
- G. One directory listing will be provided, without added charge in the alphabetical directory covering the serving exchange for each business or residence service. In addition, each business customer will be entitled to a regular listing in the classified directory covering the serving exchange without additional charge. Additional listings in the alphabetical and/or classified directories covering the local or other exchanges may be provided at the rates effective in those exchanges.
- H. Customers with FX Service are required to subscribe to central office access line service of the exchange from which service would normally be rendered. Any suspension or termination of the primary local exchange service will require suspension or termination of the FX Service.
- I. Calls beyond the local calling area of the serving exchange will not be permitted.

3.10.2 Application of Rates

- A. Serving Exchange (dial tone provider) rates would be as follows: (a) business or residence "central office access line" rates would apply, plus any possible mileage rates for outside of the exchange rate area; plus, (b) applicable special access rates contained in the Serving Exchange.
- B. Local Exchange (non-dial tone provider) rates would be as follows: (a) business or residence "central office access line" rates would apply, plus any possible mileage rates for outside of the base rate area; plus, (b) applicable special access rates contained in the Serving Exchange.



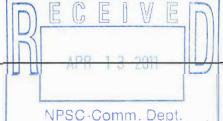
3.11 Resale and Shared Services

3.11.1 General

- A. The Company will provide central office access lines to any landlord, owner, tenant association, or other affiliated group for the purpose of reselling or sharing local exchange services to occupants of a building or complex of buildings with a community of interest. Community of interest normally indicates joint or common ownership, but other factors may be considered.
- B. All persons (end-users) or occupants in a building or complex of buildings shall be permitted to subscribe to local exchange service from the Company.
- C. The local resale or shared use supplier is required to subscribe to a sufficient number of access lines to assure the local network is not impaired and shall provide adequate facilities to its customers.
- D. The Company is responsible for transmission quality up to the point of demarcation with the resale/shared use supplier. Transmission quality on the customer side of demarcation shall be the responsibility of the resale/shared use supplier.
- E. The local resale/shared use supplier shall be responsible for providing local exchange telephone directories to its customers. The Company shall provide the resale/shared use supplier a directory in accordance with this tariff.

3.11.2 Application of Rates

The telephone rates charged to resale or shared use providers of service shall be on the same basis as business service.



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3.12 Miscellaneous Services

3.12.1 Billed Number Screening Service

- A. Billed Number Screening Service prevents the billing of collect calls, third number calls or both to a customer's telephone number.
- B. The Company makes no guarantee and assumes no liability for the accuracy of Billed Number Screening Service. The customer agrees fully and completely to indemnify and save harmless the Company from any and every claim, loss, damage, suit or liability out of the furnishing or failure to furnish Billed Number Screening Service.
- C. This service is available only where facilities permit.
- D. Subscribers to Billed Number Screening Service will be accessed a non-recurring charge to establish said service.

3.12.2 Special Billing Arrangements

- A. Special Billing Arrangements encompass charges or rates which are applicable for specialized toll services.
- B. Special billing numbers may be provided in conjunction with all classes and grades of service.
- C. The minimum period for which this service may be offered is two (2) months.
- D. Subscribers to Special Billing Arrangements will be accessed a non-recurring charge to establish said service and recurring monthly rate.

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3.12 <u>Miscellaneous Services</u> (cont'd.)

3.12.3 Blocking of Pay-Per-Call Services

- A. The Company shall, where technically feasible, and only upon request of the subscriber, on an individual numbering plan (NPA) basis or NXX basis, provide blocking of the following two options: (1) all 900 NPA, 960 and 976 NXX numbers; (2) all 960 and 976 NXX numbers. Such blocking shall be provided without interruption of other services.
- B. Initial blocking requests shall be offered at no charge to the customer. For all subsequent blocking requests, a nonrecurring charge will apply for each request.
- C. All requests by the customer to remove blocking must be submitted to the Company in writing.

3.12.4 Local Number Portability (LNP)

- A. LNP allows a customer to switch its local service provider while retaining the same telephone number at the same location which is referred to as porting a number. LNP permits incoming dialed calls to a telephone number assigned by the Company to be routed to a connecting company end office, utilizing number portability of the Company's end office switch.
- B. Each number ported to the Company or from the Company will be charged a non-recurring charge per number ported.

3.12.5 Vacation Rate Service

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- A. Vacation Rate Service is available for vacation purposes at a reduced rate for all customers.
- B. The minimum period for which this service may be provided is 60 days; the maximum is 120 days during any 12-month period.
- C. The monthly rate will be 50% of the regular rate for the service suspended. No other service charges will apply for the suspension and subsequent restoral of service.

D. The rates may be billed in total prior to the establishment of Vacation Rate Service, or monthly, at the option of the Company.

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3.12 Miscellaneous Services (cont'd.)

3.12.6 Customized Number Service

- A. Customers of the Company may request assignment of specific telephone numbers. If the telephone number or numbers requested are not currently in use, the Company may assign the number to the customer.
- B. The Company may reject any request for specific telephone number and may refuse requests for specific numbers for any reason, including, but not limited to, numbers that may, in the Company's opinion, be offensive to good taste, limited central office capacity, number availability, or relocation of a central office.
- C. The ownership of all telephone numbers shall be retained by the Company.
- D. A non-recurring charge applies whenever a customer obtains an assignment of a specific telephone number. If the number is not placed into service within six months of the date of the request, the number may be released for reassignment. The non-recurring charge is not refundable.
- E. The non-recurring charge will not apply when a customer whose service has been terminated requests reassignment of the previous telephone number, if not currently in use, and reassignment occurs within 12 months.



3.12 <u>Miscellaneous Services</u> (cont'd.)

3.12.7 Presubscription

- A. Presubscription is the process by which end user customers may select and designate to the Company an interexchange carrier to place, without any special codes, their interLATA and intraLATA calls.
- B. An end user may select a primary interexchange carrier for all of its lines, or it may indicate a different interexchange carrier for each of its lines. Only one interLATA and intraLATA carrier may be selected for each line terminating in the same hunt group.
- C. After the end user's initial selection of an interLATA and intraLATA carrier or the designation that they do not want to presubscribe to any interexchange carrier, the end user will be charged for any change in selection after conversion to Equal Access. This nonrecurring charge will be billed to the end user who is the subscriber to the Local Exchange Access Service. It is in addition to the interstate presubscription charge.
- D. In the event the end user is incorrectly presubscribed, due to an error on the part of the Company, no charge shall apply.
- E. In the event an end user is incorrectly presubscribed due to an error on the part of the interexchange carrier, and the interexchange carrier is unable to document such an assignment, the Company will apply the charge to the responsible interexchange carrier and assign the end user to an interexchange carrier of the end user's choice.



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SECTION 4. <u>DESCRIPTIONS OF CALLING FEATURES</u>

<u>Custom Calling Features</u>

These optional features offer the customer greater convenience in the use of their telephones. Calling Features offered by the Company include the following:

Adaptive Dialing allows a customer to have abbreviated dialing patterns for numbers which are placed in their calling group. The Company is responsible for adding and deleting members to the group.

Anonymous Call Rejection allows a customer of Caller Identification (Caller ID) – Name and/or Caller ID Number to reject calls for which calling name/number display has been intentionally blocked.

<u>Automatic Callback</u> automatically redials the last number dialed. If the called party's number is busy, a special tone alerts the customer when it becomes available.

<u>Automatic Recall</u> enables a customer to receive a voice message identifying date, time and number of the last incoming call. This service also enables the customer to automatically redial the last incoming number by dialing a one-digit code.

<u>Call Answer Announcement</u> allows customers to have their calls intercepted and callers advised of a new number to call.

<u>Call Forwarding – Basic</u> enables a customer to transfer all incoming calls to another, pre-selected, telephone number.

<u>Call Forwarding – Busy Line</u> enables a customer to transfer incoming calls to another predetermined number if the called number is busy.

<u>Call Forwarding – No Answer</u> allows a customer to forward incoming calls to another number if there is no answer after a pre-set number of rings.

<u>Call Forwarding – Remote Activation</u> enables a customer to activate or deactivate all types of Call Forwarding services, or to change the forwarding destination from a remote location.

<u>Call Hold</u> allows incoming calls to be placed on hold and retrieved from the same or another extension.

<u>Call Rejection</u> enables a customer to reject calls from up to twenty (20) numbers. Call attempts from rejected numbers will be prevented from terminating to the called customer and will instead be connected to an announcement informing the calling party that the call is not being accepted by the called party.

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SECTION 4. <u>DESCRIPTIONS OF CALLING FEATURES</u> (cont'd.)

<u>Custom Calling Features</u> (cont'd.)

<u>Call Transfer</u> allows a customer to transfer any call to another number.

<u>Call Trace</u> allows a customer to activate an immediate trace of the last incoming call, without prior approval and intervention by telephone company personnel. The identification of the traced number is located at the Company.

<u>Call Waiting</u> alerts the customer using his phone of an incoming call.

<u>Call Waiting Deactivation</u> allows the customer to deactivate the Call Waiting feature.

<u>Call Waiting – Enhanced</u>, allows Call Waiting to be used with Three-Way Calling.

<u>Caller ID Blocking – Per Call</u> enables a customer to temporarily change the status of his Caller ID information (name/number) from public to private.

<u>Caller ID Blocking – Per Line</u> provides a permanent private indicator on a customer's line. Once blocking is established on the customer's line, the private status cannot be deactivated by the customer. Federal, state and local law enforcement agencies, nonprofit domestic violence/sexual assault agencies and their staffs, and victims of domestic/sexual assault or individuals who express a personal safety need and sign a personal safety exemption form may be provided additional arrangements for private status and/or line blocking, on a line-by-line basis, at no charge.

<u>Caller ID – Name</u> allows the automatic delivery of a calling party's name to the called party.

<u>Caller ID – Number</u> allows the automatic delivery of a calling party's number to the called party.

<u>Continuous Redial</u> automatically redials the last number a customer dials. If the called party's number is busy, a tone alerts the customer when the called number is available.

<u>Last Call Return</u> enables a customer to perform an activation procedure and automatically redial the last incoming number without having to know the number of the calling party.

Remote Call Forwarding provides the ability for a customer to have calls placed to his telephone number in one central office to be forward by central office equipment to another line.

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SECTION 4. DESCRIPTIONS OF CALLING FEATURES (cont'd.)

<u>Custom Calling Features</u> (cont'd.)

<u>Selective Call Forwarding</u> allows a customer to forward calls from specific telephone numbers to a different telephone number. Calls from telephone numbers other than those so specified will be handled normally.

Speed Calling enables a customer to place calls by dialing a one or two digit code rather than a complete telephone number. Customers may subscribe to either an eight (8) code capacity or thirty (30) code capacity.

<u>Three-Way Calling</u> enables a customer to add a third party to a call without operator assistance, thereby establishing a three-way conversation.

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SECTION 5. RATE LIST

5.1 <u>Local Exchange Service</u> (Includes Extended Area Service)

			Monthly Rate	
	5.1.1	Business Access Line	\$19.00	
	5.1.2	Residence Access Line	\$19.00	
	5.1.3	Pay Telephone Access Line	\$19.00	
5.2	Direct-Inward-Dialing (DID) Service		Monthly Rate	NRC*
	5.1.1 5.1.2 5.1.3		\$19.00 \$ 3.75 \$15.00	\$60.00 \$60.00 \$60.00
5.3	Trunk F	Hunting Service		
	No mor	nthly or non-recurring charge.		
5.4	Toll Blo	ocking Service (1+ and 0+)	Monthly Charge	NRC*
	Blockin	g of 1+ and 0+ Dialing	\$3.00	\$5.00

5.5 Enhanced Universal Emergency Number Service (E911)

Charges will be determined on an individual case basis (ICB).

*Non-Recurring Charge

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SECTION 5. RATE LIST (cont'd.)

5.6	<u>Calling Features</u>	Monthly Charges/Line
5.6	Adaptive Dialing Anonymous Call Rejection Automatic Callback Automatic Recall Call Answer Announcement Call Forwarding Basic Call Forwarding Busy Line Call Forwarding Don't Answer Call Forwarding Remote Activation Call Hold Call Rejection Call Trace Call Transfer Call Waiting Call Waiting Call Waiting Deactivation Call Waiting Enhanced Caller Identification Blocking/Per Call	\$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$3.00 \$0.00
	Caller Identification Blocking/Per Line Caller Identification Name Caller identification Number Continuous Redial Last Call Return Remote Call Forwarding Selective Call Forwarding Speed Calling/8 or 30 code Three Way Calling	\$3.00 \$3.00 \$3.00 \$3.00 \$5.00 \$3.00 \$3.00 \$3.00



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\$1.00/call

SECTION 5. RATE LIST (cont'd.)

5.7 <u>Directory Assistance Service</u>

Directory Assistance Charge (Maximum 2 requests per call)

5.8 <u>Directory Listing Service</u>

	Monthly Charge
Residential	8f
Primary Listing	No charge
Non-listed Telephone Number	\$2.50
Non-published Telephone Number	\$3.75
Additional or Alternate Listing	\$3.00

Business
Primary Listing
Non-listed Telephone Number
Non-published Telephone Number
Additional or Alternate Listing
Extra Line Listing
Cross Reference Listing
Foreign Listings

No charge
\$2.75
\$4.75
\$5.27
\$5.25
\$5.25
\$5.25
\$5.25
\$5.25
\$5.25

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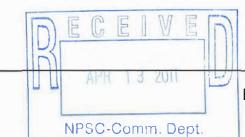
SECTION 5. RATE LIST (cont'd.)

5.9	<u>Miscellaneous</u>	<u>Services</u>

5. 9.1	Billed Number Screening Service	NRC*
	Charge per line equipped	\$5.00
5.9.2	Blocking of Pay-Per-Call Services	NRC*
	Initial Request All subsequent blocking requests	\$0.00 \$5.00
5.9.3	Local Number Portability (LNP)	NRC*
	Per ported telephone number	\$8.00
5.9.4	<u>Customized Number Service</u>	NRC*
	Per customized telephone number	\$150.00
5.9.5	Presubscription	NRC*
	Intrastate charge for any change after initial selection	\$5.00
5.9.6	Special Billing Arrangement Monthly Charge	NRC*
	Per special billing number \$3.00	\$5.00

*Non-Recurring Charge

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SECTION 5. RATE LIST (cont'd.)

5.10 <u>Service Charges</u>

5.10.1 Service Order Charge	
New or additional C.O. access lines	\$30.00
Moving existing service to new facilities	\$30.00
Changing existing service and facilities, record work or adding new or additional service facilities, other than C.O. access lines	\$ 5.00
5,10.2 Central Office Access Line Charge	NRC*
Central Office Access Lines, each	\$30.00
Non-Payment Reconnect	\$30.00
Move from existing facilities to new facilities	\$30.00
5.10.3 <u>Travel Charge</u>	
Per visit	\$35.00
5.10.4 Late Payment Charge	NRC*
Monthly Finance Charge	\$ 5.00
5.10.5 Insufficient Funds Check Charge	NRC*
Insufficient Funds Check Charge	\$10.00

*Non-Recurring Charge

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