Three River Telco
LOCAL EXCHANGE SERVICE TARIFF 2

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Three River Telco
LOCAL EXCHANGE SERVICE TARIFF 2

SECTION 1. GENERAL

1.1 Purpose of the Company

Three River Telco, a Nebraska Cooperative, hereinafter referred to as the Company, is a local exchange carrier authorized and obligated to provide local exchange service within the territories certificated to it 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

1.2 Exchange Areas

1.2.1 Exchange Area Description

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

Johnstown, Nebraska
Lynch, Nebraska
Naper, Nebraska
Springview, Nebraska
Verdel, Nebraska

1.2.2 Exchange Area Maps

Copies of the exchange area maps for Three River Telco are on file with the Nebraska Public Service Commission.

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SECTION 1. GENERAL

1.3 Tariff

1.3.1 Tariff Applicability

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

B. Various services and facilities which have previously been supplied by the Company as a part of its public utility obligation have been or are being phased out of public utility services pursuant to order of the Commission. This tariff relates only to the Company's continuing or future obligation to provide facilities or services. The Company may provide similar services or facilities not subject to regulation by the Commission as a matter of private contract. Any such offerings shall be subject to the provisions of private contracts rather than subject to the provisions of this tariff.

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

1.3.2 Inspection of Company's Tariff

A copy of the Company's tariff 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

1.4 Explanation of Symbols Used in the Tariff

(C) Signifies a changed regulation.

(D) Signifies a discontinued rate, treatment or regulation.

(I) Signifies an increased rate or new treatment resulting in an increased rate.

(G) Signifies a grandfathered rate or service. Present customers may continue service until a move or a change of service occurs.

(M) Signifies a matter relocated, without change in rate, treatment or regulation.

(N) Signifies a new rate, treatment or regulation.

(R) Signifies a reduced rate or new treatment resulting in a reduced rate.

(T) Signifies a change in text only -- no change in rate, treatment or regulation.

(Z) Signifies a correction.

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SECTION 1. GENERAL

1.5 Definition of Terms Used in the Tariff

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.

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

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

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

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

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

Call: A customer telecommunication message attempted.

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

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

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SECTION 1. GENERAL

1.5 Definition of Terms Used in the Tariff

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

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

Commission: The Nebraska Public Service Commission.

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

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

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

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

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

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

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

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SECTION 1. GENERAL

1.5 Definition of Terms Used in the Tariff

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

Exchange Carrier: 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. An exchange carrier may provide interexchange service as authorized by the Commission.

Exchange Service: Local Exchange Service.

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

Indebted Household: Two or more people living together at least one of whom is indebted to the Company for service previously rendered.

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

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

Interexchange Carrier: A telecommunications company that provides interexchange service.

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

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

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

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SECTION 1. GENERAL

1.5 Definition of Terms Used in the Tariff

Local Exchange Carrier: The exchange carrier.

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

Local Exchange Telephone Service: Local Exchange Service.

Message: A completed customer telephone call.

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

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

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

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

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

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SECTION 1. GENERAL

1.5 Definition of Terms Used in the Tariff

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

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

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

Subscriber: The customer provided with local exchange service by the Company.

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

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

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

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

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

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

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SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service

2.1.1 Application for Service

A. All applications for service will be made in writing at the business office of the Company or by contacting the business office of the Company by telephone during normal working hours. A standard application form or service contract shall be completed for which the applicant must provide his or her full legal name, social security number, address and legal description, if necessary, of the property to be served. These applications become contracts when accepted in writing by the Company or upon the establishment of service.

B. The applicant agrees to abide by the rules and regulations of the Company as specified in this tariff on file with the Commission. Any change in rate, rules or regulations shall act as a modification of the contract to that extent, without further notice.

C. It shall be the responsibility of the customers or their agents to provide all easements, information and assistance as may be required by the Company for the installation of service on the customer's property. No service may be established until all easements have been provided without charge to the Company.

D. Requests from customers for additional service and equipment may be made verbally. Unless otherwise specifically ordered by the Company, a move from one location to another within the same exchange area does not terminate the existing contract for service. Orders for such moves may be made verbally.

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SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service

2.1.2 Credit and Deposit Requirements

A. To further public interest, the Company shall administer a fair and nondiscriminatory credit policy that is easily understandable and that extends telephone service to as many applicants as possible. Such policy shall be predicated upon the credit risk of the individual as evidenced by past experiences with telephone companies without regard to the collective credit reputation of the area in which the applicant lives.

B. The Company may request a customer to make a cash deposit or to increase the customer's existing deposit to establish credit. The amount of deposit required shall not normally exceed the bill for exchange service and toll charges for one normal billing period plus forty five days 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. The initial deposit shall be received in the Business Office before service will be established for the customer.

C. The Company shall determine the credit standing of an applicant for service by referring to information about the applicant's prior telephone bill paying habits if the applicant has had service before or by referring to toll charges reasonably traced to the applicant but placed from the telephone of another if the applicant has not had service before. Such prior telephone experience and information, if available, shall be the major factor in decisions about deposit amounts. The Company may also use employment information to verify names and past addresses of service applicants.

D. If an applicant claims no past service or cannot demonstrate to the Company that the applicant has held service previously in the applicant's name, the Company may require a deposit.

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SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service

2.1.2 Credit and Deposit Requirements

E. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation; nor constitute a waiver or modification of the regular practices of the Company that provide for the discontinuance of service for nonpayment of any sums due the Company for services rendered.

F. The Company shall pay interest on a deposit at the minimum rate established by the Commission. Interest shall accrue following acceptance of the deposit, except that no interest need be paid on deposits held less than thirty (30) days.

G. 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.

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SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service

2.1.2 Credit and Deposit Requirements

H. 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.

I. A transfer of service from one premises to another within the service area of the Company shall not necessitate the requirement of a payment of a second deposit, unless a final bill has been issued at the first address and the credit standing of the customer would otherwise require it.

J. 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.

K. 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.

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SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service

2.1.3 Service Charges

A. Service charges are nonrefundable charges that apply to customer initiated requests for the establishment of a class of telephone service, for the subsequent changes to that service, for reconnecting service which has been temporarily disconnected for nonpayment or for the establishment of other miscellaneous services.

B. Service charges will apply to a move of a customer's service from one premises to another.

C. Service charges apply in addition to any other scheduled rates and charges normally applying under the tariffs.

D. The Company may request that service charges be payable at the time application is made for the particular service or facility or prior to the establishment of service or upon presentation of a bill.

E. Service charges to connect, move or change telephone service are made separately according to components of work required. Component charges specified hereunder apply to standard installation. Installations of inside wiring and jacks are the responsibility of the customer. Installations requiring extraordinary construction or cost will be charged according to the provisions of Section 2.9 of this tariff.

F. The Company may from time to time waive the service charges to connect, move or change telephone service for promotional purposes.

G. Service charges may consist of any of the following charges:

Central Office Charge - For any work performed in the Central Office for connection of a new service, relocating existing service, number change or any other wiring in the Central Office resulting from a customer's request.

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SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service

2.1.3 Service Charges

G. Service charges (continued):

Machine Charges - Machine Charges apply whenever the Company must use a trencher, a plow, or other equipment to install service. Machine Charges apply when the work of the machine starts and stops; however, a one hour minimum will apply.

Material Charge - In some cases, Material Charges will apply for all material used on the customer premises.

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

Service Call Charge - Applies when, at the customer's request, the Company travels to the customer's premises and identifies a problem in the customer's inside wire, customer premises equipment, or in the customer's off premises extension. The Service Call Charge also includes time spent repairing inside wire; however, time spent repairing customer premises equipment or an off premises extension is charged as Labor. The Service Call Charge does not apply if the customer subscribes to the Monthly Maintenance Plan.

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

Travel Charge - Applies whenever a customer's request for service requires a premises visit except when a Service Call Charge would apply.

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SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service

2.1.4 Nebraska Telephone Assistance Program (NTAP)

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

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

1) Federal Lifeline Support Credit of $9.25. The $9.25 credit can be applied when the Lifeline customer has: (a) a voice service in combination with a broadband internet access service (BIAS) that meets the minimum standard, or (b) a standalone BIAS service that meets the minimum standard.

2) Federal Lifeline Support Credit of $5.25. (C)
The $5.25 credit can be applied when the (C)
Lifeline customer has: (a) a standalone voice service, or (b) a voice service in combination with a BIAS service that does not meet the minimum standard.

3) A monthly reduction in the amount of $3.50 from the Nebraska Universal Service Fund. The $3.50 can be applied when a standalone voice service is offered or when voice service is offered in combination with a broadband internet access service (BIAS).

C. The following eligibility requirements apply:

A consumer's household income must be at or below 135 per cent of the Federal Poverty Guidelines; or

The consumer, one or more of the consumer's dependents, or the consumer's household must receive benefits from one of the following federal assistance programs:

1) Medicaid, (includes Children's Health Insurance Programs - SAM, MAC, E-MAC & Kids Connection),
2) Supplemental Nutrition Assistance Program (SNAP),
3) Supplemental Security Income (SSI),
4) Federal Public Housing Assistance, or
5) Veterans Pension/Survivors Pension.

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SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service

2.1.4 Nebraska Telephone Assistance Program (NTAP) (cont'd.)

D. NTAP services include: (C)

1) voice grade access to the public switched network
2) local usage at no additional charge
3) access to emergency services
4) toll limitation services (C)

E. Toll limitation service, in the form of toll blocking, is offered to qualifying consumers at no charge.

F. No service deposit will be collected in order to initiate NTAP service, if the qualifying low-income consumer voluntarily elects toll blocking. If the qualifying low-income consumer does not voluntarily elect toll blocking, a service deposit may apply.

G. An NTAP customer's local service will not be disconnected for non-payment of toll charges; however, an NTAP customer's toll service may be disconnected for non-payment of toll charges.

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SECTION 2. RULES AND REGULATIONS

2.1 Establishment of Service (M)

2.1.4 Nebraska Telephone Assistance Program (NTAP) (cont'd.)

H. An NTAP customer's local service will not be disconnected for non-payment of local service charges until sixty (60) days after all NTAP credits due for a particular billing period have been applied to any billed amounts for that particular billing period. (M)

2.2 Refusal and Disconnection of Service

2.2.1 Refusal of Service

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

A. An applicant is indebted to this Company for services previously rendered at the same or a different address and the applicant refuses to liquidate the debt.

B. An applicant does not agree to pay reasonable deposit, advance payment, or installation charges.

C. An applicant, though not personally liable to the Company, is attempting to return service to an individual who is indebted to the Company.

D. An applicant is unwilling to provide correct information or provides inaccurate information regarding any or all of the following: name, social security number, past telephone service, last employment, or previous address.

E. An applicant is in violation of governmental or Company rules and regulations concerning evasion of payment, use of service for unlawful purposes, annoyance of other patrons, interference with or destruction of service facilities, or violation of service regulations.

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SECTION 2. RULES AND REGULATIONS

2.2 Refusal and Disconnection of Service

2.2.1 Refusal of Service (cont'd.)

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. (M) (M)

G. The Company may refuse to install or permit service to remain on a premises where the telephone is available to the general public.

2.2.2 Disconnection of Service

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

1. Failure to pay for services rendered, unwillingness to enter into a reasonable agreement with the Company to begin liquidating the debt, or failure to keep an agreement to liquidate a continuing debt subsequent to reasonable notice by the Company of the intent to disconnect service.

2. Failure to pay an increased deposit as described in Section 2.1.2.B within 10 days of the Company providing verbal notice or mailing written notice to the customer of the increased deposit requirement. In the case of a customer who has mounted an extraordinarily high telephone bill for which the customer's existing deposit would not furnish security, the Company may disconnect service before the regular payment period after giving the customer due notice and an opportunity to provide proper payment of the bill.

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

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SECTION 2. RULES AND REGULATIONS

2.2 Refusal and Disconnection of Service

2.2.2 Disconnection of Service (cont'd.)

A. Reasons (cont'd.)

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

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

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

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

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

1. The Company will provide written notice of the Company's intention to disconnect, which 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 the address where the service is provided. In some cases, such as abandonment, notice, practically speaking, is not possible, but the Company will make every reasonable effort to provide notice to the customer. Timeframes for collection of payments from customers are as follows:

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SECTION 2. RULES AND REGULATIONS

2.2 Refusal and Disconnection of Service

2.2.2 Disconnection of Service (cont'd.)

B. Procedures (cont'd.)

1. Timeframes (cont'd.)

a. Customers with poor or unestablished credit will adhere to a 15 day remittance period. A notice will be sent on the 10th day, reminding the customer that payment must be made by the 15th day. Disconnection will occur on the 16th day, if payment is not received. (M) (M)

b. For customers with established credit, a 45 day remittance period applies. Payment is due on the 15th day. In cases of non-payment, a notice will be sent on the 10th day of the second month, informing the customer that disconnection will occur on the 16th day of the second month, unless payment is received.

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

C. The Company strives to not disconnect service on the day before a holiday or on a Friday; however, in some circumstances service will be disconnected on these days.

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

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SECTION 2. RULES AND REGULATIONS

2.2 Refusal and Disconnection of Service (M)

2.2.2 Disconnection of Service (cont'd.)

F. Disconnected customers shall retain the ability to access 911 services. (M)

2.3 Initial/Minimum Contract Periods

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

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

2.4 Termination or Cancellation of Service by the Customer

2.4.1 General

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

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SECTION 2. RULES AND REGULATIONS

2.4 Termination or Cancellation of Service by the Customer (cont'd.)

2.4.2 Cancellation Prior to Installation (M)

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. (M)

2.4.3 Termination Prior to Expiration of Contract Period

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

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 are due through the end of the directory period.

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

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SECTION 2. RULES AND REGULATIONS

2.5 Billing Procedures and Payment Requirements (M)

2.5.1 General Policies

A. The customer is required to pay all charges for exchange services and facilities and for toll messages including calls placed from the customer's telephone, calls charged to the customer's telephone number, and collect toll messages which have been accepted at the customer's telephone.

B. Recurring charges will be billed monthly in advance and toll charges will be billed in arrears. Nonrecurring and toll charges shall be assessed at the time such service is provided and billed as a part of the next regular monthly bill. When service does not begin or end on the first day of a billing month, the charges or fractional part thereof will be prorated in the ratio number of days involved to thirty (30) days. (M)

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.

(M)

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SECTION 2. RULES AND REGULATIONS

2.5 Billing Procedures and Payment Requirements (cont'd.)

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. Their decision will be final, subject only to legal redress as the parties involved may choose to exercise. The Commission may prohibit such disconnection pending review of the dispute. (M)

F. An adjustment of charges for over-billing by the Company will be made for the full amount of excess charges. The maximum refund will not exceed an estimated amount equal to the overbilling for a three year 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. (M)

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SECTION 2. RULES AND REGULATIONS

2.5 Billing Procedures and Payment Requirements (cont'd.)

2.5.2 Taxes and Surcharges

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

Telecommunications Relay Surcharge - The Telecommunications Relay Service (TRS) Surcharge, f/k/a the Nebraska Dual Party Relay Surcharge, is four cents ($.04) for the first one hundred (100) telephone numbers or functional equivalent per subscriber per month. (R)

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 check.

C. Upon receipt of an insufficient funds check, the Company will follow these procedures:

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

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2.5 Billing Procedures and Payment Requirements (cont'd.) (M)

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2.5.3 Insufficient Funds Checks (cont'd.)

C. . . . procedures . . . (cont'd.)

1. . . . call the bank . . . (cont'd.)

a. If the customer's bank indicates that adequate funds do not exist, the Company will attempt to contact the customer by telephone to notify the customer of the insufficient funds check and to make other payment arrangements. If the Company is unable to reach the customer by telephone, written notice will be sent to the customer (i) notifying the customer of the insufficient funds check, (ii) explaining that an Insufficient Funds Check Charge will apply on the customer's next bill, and (iii) providing payment options. The customer will be given an additional 5 days to pay the bill by money order or cashier's check before being subject to service disconnection.

b. If the bank indicates that adequate funds do exist in the customer's account, the Company will resubmit the check for payment and provide written notification to the customer that an Insufficient Funds Check Charge will apply on the customer's next bill.

2. If the check is returned a second time due to insufficient funds, the Company will attempt to call the customer. If the Company is unable to reach the customer by telephone, written notice will be sent to the customer notifying the customer of the returned check and providing payment options. The customer will be given an additional 5 days to pay the bill by money order or cashier's check before being subject to service disconnection.

D. If any customer renders two insufficient funds checks during a twelve (12) month period the Company shall notify the customer that subsequent payments must be made by cashier's checks or money orders. (M)

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2.5 Billing Procedures and Payment Requirements (cont'd.) (M)

2.5.4 Past Due Surcharge (N)

A. Bills are due upon receipt and considered past due if not paid before the next billing date.

B. Any customer whose bill is not paid before the next bill date will be assessed a surcharge of 1.5 percent on the unpaid balance. (N)

2.6 Responsibilities of the Customer

2.6.1 General

A. Customers of the Company shall be responsible for the prompt payment for all services rendered by the Company. Failure to receive a bill for any given period of time will not relieve the customer of the customer's financial obligation. Payments may be made to the Company business office or authorized collecting agents, in person, by mail or to employees when authorized in accordance with the tariff rate schedules contained herein. Only properly appointed and identified employees or agents of the Company are authorized to receive customers' payments.

B. In no case shall a customer be required to pay any sum to an employee of the Company or to anyone alleging to be an agent 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. (M)

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(M)

2.6 Responsibilities of the Customer (cont'd.)

2.6.1 General (cont'd.)

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 are available evidences that a customer manipulates or tampers with any service or Company-owned facilities, the Company shall have the right to immediately discontinue service without notice. The customer is responsible for and shall be liable for damages to the facilities of the Company caused by negligent or willful acts of the customer or the customer's authorized agents and users, including the reimbursement of the Company for any losses through theft, fire, or vandalism occurring as a result of such negligence.

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.

(M)

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.

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.

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2.6 Responsibilities of the Customer (cont'd.)

2.6.3 Change of Occupancy

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

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

(M)

2.6.4 Customer Owned and Maintained Equipment (COAM)

A. Customer provided terminal equipment and customer provided communication systems may be connected with the facilities furnished by the Company for telephone services as provided in these conditions and as set forth in the FCC registration program contained in Part 68, Chapter 1, Title 47 of the Code of Federal Regulations. The customer is responsible for all installation, operation, and maintenance and compliance to all laws, rules and regulations for equipment and facilities provided by the customer for interconnection with the Company's facilities in accordance with the rules governing customer owned and maintained equipment (COAM) as set forth in this section. Any damage or harm caused by customer actions or failure to act on the customer side of the point of interconnection shall in no way be a liability of the Company.

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

1. Not interfere with any service offerings by the Company.

2. Not endanger the safety of Company employees or the general public.

(M)

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2.6 Responsibilities of the Customer (cont'd.)

2.6.4 Customer Owned and Maintained Equipment (COAM) (cont'd.)

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: (cont'd.) (M)

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.

(M)

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

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

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2.6 Responsibilities of the Customer (cont'd.)

2.6.4 Customer Owned and Maintained Equipment (COAM) (cont'd.)

(M)

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.

(M)

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

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

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2.6 Responsibilities of the Customer (cont'd.)

2.6.5 Unauthorized Attachments (M)

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. (M)

2.6.6 Use of Service for Unlawful Purposes

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

2.6.7 Damage to Company Facilities

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

2.7 Responsibilities of the Company

2.7.1 General

A. The Company's obligation to furnish local exchange telephone service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities. (M)

2.7 Responsibilities of the Company (cont'd.)

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2.7.1 General (cont'd.)

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

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

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

2.7.2 Telephone Directories

A. Telephone directories, containing an alphabetical listing of all customers and classified advertisements, are issued annually without charge by the Company as it deems necessary for the efficient use of telecommunications service, with a minimum of one directory per access line. Other directories will be furnished at the discretion of the Company. Additional directories are available for customers to pick up at Company locations at a minimal charge. If a customer requests that an additional directory be mailed, handling charges will also apply.

B. The customer assumes all legal responsibility in regard to the authenticity of the name listed on the application form and ultimately in the directory. (M)

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2.7 Responsibilities of the Company (cont'd.)

2.7.2 Telephone Directories (cont'd.) (M)

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. (M)

2.7.3 Telephone Numbers

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

B. In cases of a residential household that is divided due to divorce or separation, the telephone number 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.

(M)

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2.7 Responsibilities of the Company (cont'd.)

2.7.4 Use of Connecting Company Lines (M)

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

2.7.5 Defacement of Premises

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

2.7.6 Service Interruption

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

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

2. Town Business

3. Rural Business

4. Rural Residence

5. Town Residence

6. Public Telephones

7. All other facilities not affecting main station service.

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

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SECTION 2. RULES AND REGULATIONS

2.7 Responsibilities of the Company (cont'd.)

2.7.6 Service Interruption (cont'd.)

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

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

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

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

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2.7 Responsibilities of the Company (cont'd.) (M)

2.7.7 Limits of Company Liability

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

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

C. The Company reserves the right to temporarily suspend service when repair, modification or improvement to the system is necessary. If not precluded by emergency conditions, the Company will make a reasonable effort to give notice to the customer either through the use of public media or individual communication. Repairs or improvements will be completed expeditiously and so far as it is reasonably possible, the work will be performed at a time that will cause the least amount of inconvenience to the customer.

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

SECTION 2. RULES AND REGULATIONS

2.8 Customer Complaints (M)

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

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

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

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SECTION 2. RULES AND REGULATIONS

2.9 Special Services and Construction (M)

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

1. There is no general requirement for the facility or service other than that of the customer requesting the facility or service.

2. The facilities or service are of a type other than that which the Company would normally provide.

3. The Company must purchase, construct or otherwise incur greater expense to provide the requested facilities or service than it would otherwise deem necessary in order to fulfill the initial service requirement.

4. The Company is required to expedite service at a greater expense than that which it would otherwise incur.

5. The Company constructs or provides temporary facilities or service for a period during which permanent facilities are under construction or not required.

6. The revenue to be derived from the service is not sufficient to warrant the Company assuming special construction or service costs.

B. Special services and facilities, may be furnished pursuant to special contract for such period as may be agreed upon, provided such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Company. (M)

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SECTION 2. RULES AND REGULATIONS

2.9 Special Services and Construction (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 construction normally covered by the tariff may request an estimate of the cost, time to construct and probable monthly recurring charge for the provision of such services. The Company will arrange for an inspection of the property and take whatever action necessary to develop the appropriate cost estimate as soon as possible. Special construction estimates shall take into account all pertinent information regarding the Company's plans for expansion and new construction, other service potentials, additional customers and related information.

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

1. Contract with the Company to construct the required facilities in accordance with terms and conditions to which both parties mutually agree. Such contract shall not be valid, nor binding on either party until approved by the Company.

2. Notify the Company that the application is being withdrawn and terminate further proceedings without incurring any liability or obligation.

(M)

SECTION 2. RULES AND REGULATIONS (M)

2.9 Special Services and Construction (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.

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2. Notify the Company that the application is being withdrawn and terminate further proceedings without incurring any liability or obligation. (M)

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.1 Local Exchange and Extended Area Service

3.1.1 Description of Local Exchange Service

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

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.1 Local Exchange and Extended Area Service

3.1.2 Description of Extended Area Service

A. Extended Area Service (EAS) is interexchange telephone service that is offered in conjunction with Local Exchange Service. Where EAS is offered between two or more exchanges, a customer in one exchange is able to place a call to the other exchange or exchanges with which EAS is offered without being assessed a long distance toll charge. If, however, the customer elects to place the call through a long distance operator or by direct dialing the call using long distance calling procedures, the call will be classified as a toll call and the customer that placed the call, or the customer that accepted charges for the call, will be billed the applicable toll charges for the call.

B. EAS is not designed for continuous, uninterrupted service by a single customer. If a customer is using access line service for EAS on a continuous basis, the customer will be requested by the Company to order leased cable pair under Section 3.3 of this tariff.

C. In an exchange where EAS is available, it is provided to all customers within the exchange. EAS Service is available in the following exchanges:

Exchange	EAS to Exchange Service Area Of
Lynch	Verdel
Verdel	Lynch
Johnstown	Ainsworth
Ainsworth	Johnstown

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.1 Local Exchange and Extended Area Service

3.1.3 Application of Rates

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

B. Access line rates for some exchanges may include an EAS Adder charge. In an exchange where an EAS Adder is applicable, the EAS Adder will be applied to all access lines within that exchange.

C. Business and Residence Access Lines are available from the Company. Business Access Line Rates will apply at the following locations:

1. In offices, stores, factories, mines, and all other places of a strictly business nature.

2. In churches; offices of hotels, halls, and apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges; hospitals, libraries and other similar institutions; and at pay stations. In boarding houses, except as noted in Section 3.1.3.D.2.

3. At residence locations where the customer has no other regular business telephone and when directory advertising or other forms of business advertising, including but not limited to letterheads, business cards and billboards, are used in association with such locations or numbers.

4. At residence locations, when an extension station or extension bell is located in a shop, office, or other place of business.

5. In any location where the listing of service at that location indicates a business, trade or profession, except as specified below.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.1 Local Exchange and Extended Area Service

3.1.3 Application of Rates

6. At residence locations where the customer has no regular business phone and his/her principal income is derived from public sale of goods or services (as in the case of distributors of household products or carpenters who contract their services).

D. Residence Access Line Rates apply only at the following locations:

1. In a location used exclusively as a private residence except as provided in Section 3.1.3.C.

2. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.

3. In the place of residence of a clergyman or nurse, and in the place or residence of a physician, surgeon, or other medical practitioner, dentist or veterinarian, provided the customer does not maintain an office in the residence.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.1 Local Exchange and Extended Area Service

3.1.3 Application of Rates

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

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

2. Service Connection Charges will apply to all changes of subscribers service from one premises to another.

3. Service Connection Charges are in addition to any other scheduled rates and charges which apply. The charge applies in addition to and not in lieu of Mileage Charges or Construction Charges which apply to unusual costs in establishing service.

4. Service Connection Charges may be payable at the time application is made for the particular service or facility, and prior to the establishment of service, or upon presentation of a bill. Service may be established in advance of payment of Service Connection Charges for additions to the service of existing customers and in the case of any service for Departments, Administrations, and Agencies of the Federal, State, County, Township or Municipal Governments.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.1 Local Exchange and Extended Area Service

3.1.4 Suspension of Service

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

B. During the period of service suspension, the reduction in rate for local exchange service will be equal to fifty percent of the customer's normal total local exchange service charges.

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

3.1.5 Telephone Number Hold

A. Following cancellation of service, upon request of the customer, a telephone number will not be reassigned for a period up to six months. This service reserves the telephone number in Company databases and permits a customer to charge calls, while traveling, to the reserved telephone number.

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

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.2 Line Extensions

3.2.1 Line Extensions to Temporary Locations

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

3.2.2 Line Extensions to Permanent Locations

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

A. The applicant is within the Base Rate Area of the exchange served by the Company.

B. The applicant is within one half mile from existing facilities. Should multiple applicants desire service at one location, the Company will extend its facilities one half mile for each applicant.

3.2.3 Provision of Private Right-of-Way

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

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.2 Line Extensions

3.2.4 Other Regulations

A. The construction charges assessed an applicant or applicants shall be paid in advance.

B. Payments for construction of line extensions are not refundable, except at the discretion of the Company, and no credit will be allowed for future installation on line extensions constructed under these regulations.

C. If an applicant requests service and new facilities must be constructed, but the applicant does not have a domicile at the location, prepayment of all new construction charges will be required. When a home has been completed, the Company will refund the charges for one half mile.

D. The Company is in no way responsible for any claims by housing developers, housing contractors, real estate salespersons, or others in regard to what type of service will be provided or when such service will be provided.

3.2.5 Application of Rates

A. If the requirements of an applicant or group of applicants exceeds the provisions listed in Section 3.2.2., construction charges in excess of the allowances described in Section 3.2.2.B will apply. The construction charges for line extensions will be apportioned equally among all applicants of a group.

B. Where construction charges for line extensions are applicable, the Excess Construction Charge shall be applied per one tenth (1/10) of a mile or any fraction thereof.

C. The Company may, at its discretion, refund the construction charges to the customer over a five year period, so long as the customer remains on the premises. If the customer relocates prior to five years, then the balance of the construction charges plus any extraordinary charges for permits, insurance, easements, unusual terrain or materials will remain with the Company.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.3 Leased Cable Pairs

3.3.1 General

A. Leased cable pairs or channels for services not specifically named elsewhere in this tariff, such as for off-premises extensions, PBX or key system tie lines, alarm circuits, control circuits, metering circuits, non-telephone circuits, or any other circuit that does not require use of the central office switching equipment, will be furnished where facilities are available and where, in the judgment of the Company, the use to be made of such channels is not contrary to regulations.

B. For such leased cable pairs, the Company will determine, at its sole discretion, to either bridge service in the central office, bridge service at the pedestal or install standard drop cable to provide facilities between the customer's primary location and the off-premises location.

C. The Company is not obligated to furnish channels with a transmission level of a better grade than circuits used for normal telephonic communication and will do so only if physically and economically practicable from the Company's standpoint.

D. The customer must agree that the volume of electrical or voice frequency on such channels will be maintained at a level sufficiently low so as not to cause interference with other services of the Company.

3.3.2 Off-Premises Extensions

A. Off-premises extensions, or combination main stations, are provided, subject to the availability of facilities, to customers who desire to be able to answer incoming calls for one access line at two or more locations. Outgoing calls can be made from either location.

B. Off-premises extensions may be provided in connection with either residence or business access line service; however, such extensions will only be provided on the premises of parties that, in the sole discretion of the Company, are affiliated with each other.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.3 Leased Cable Pairs

3.3.3 Application of Rates

A. The monthly Circuit Charge for Leased Cable Pairs will be calculated for each individual circuit based on a Mileage Charge based on the airline miles between the primary location and the off-premises location.

1. The maximum Circuit Charge will be equal to the lesser of the applicable access line rates for the two locations provided that both locations are within the same exchange. If the leased cable pair is between two exchanges, the Circuit Charge will be calculated from the customer's premises to the border of the exchange and the maximum Circuit Charge will be equal to the local exchange rate.

2. The local exchange rate for the primary location will be assessed at the higher of the applicable local exchange rates for the two locations.

3. Applicable business local exchange charges will apply to all residence extensions installed in a business location.

4. Business extensions may be installed in a residence location, provided the customer pays for at least one residence local exchange line. If a separate local exchange line is maintained at the residence, the Leased Cable Pairs Circuit Charges will apply to the off-premises extension. If, however, local exchange line service is not maintained at a residence location, then a business off-premises extension will be rated at the residence local exchange line rate.

B. For Leased Cable Pairs bridged in the central office or at the pedestal, an installation charge will apply. When cable is plowed, Special Construction charges will apply. (C) | (C)

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3.4 Touch Tone Service

3.4.1 General

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

3.4.2 Application of Rates

A. Touch Tone Service is included in the customer's rate for residence or business access line service. Customers ordering new access line service or requesting moves of their access line service will receive Touch Tone Service, except upon special request for Rotary Dial Service. Customers specifically requesting Rotary Dial Service will pay the same rate for that service as for access line service with Touch Tone.

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

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3.5 Reserved for Future Use

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.6 Trunk Hunting

3.6.1 General

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

3.6.2 Application of Rates

A. Trunk Hunting is charged at monthly rates per trunk/access line; however, the charge is not applied to the first trunk/access line in the hunt group. Trunk Hunting charges are in addition to monthly charges for Access Line Rates.

B. If Trunk Hunting is ordered at the time Local Exchange Service is initially ordered, no additional service charges will apply.

C. Changes of existing service to Trunk Hunting after the initial order for Local Exchange Service will require payment of Service Connection Charges.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.7 Central Office Calling Features (T)

3.7.1 General (T)

Central Office Calling Features are optional features offering customers convenience and greater control over the use of their telephone service. Central Office Calling Features may be provided on individual lines and key business lines. PBX customers and semi-public telephone services are excluded. (T)

3.7.2 Features (T)

A. Account Code Billing allows the customer to keep toll charges separated for accounting or other purposes. When a subscriber places a toll call, he is prompted to enter an identifying account code. (N)

B. Anonymous Call Rejection allows the customer to deny all incoming callers who have blocked their Caller ID information. Such calls will be routed to an announcement that tells the calling party that the called party denies calls with a "Private" indicator. (N)

C. Automatic Recall allows the customer to dial a code to have the number of the last party that called or attempted to call the customer's number to be dialed. Before the number of the last caller is dialed, the number is announced so that the customer can decide whether to place the call. (M) (M)

D. Automatic Callback allows the customer to redial the last number called, regardless of whether the original call was answered, unanswered or busy. The system will monitor the calling and called lines and attempt to connect the call for up to 30 minutes. The customer may deactivate the feature when desired. (T/M) (M) (M)

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.7 Central Office Calling Features (cont'd.) (T)

3.7.2 Features (cont'd.) (T)

E. Block Caller ID prevents the customer's telephone number from being released on outbound calls and is available on a per-call basis to all customers at no charge. Customers can activate Block Caller ID by dialing an activation code before initiating a call. The Company shall, where technically feasible and only upon the request of the customer, provide blocking of the Caller ID feature on an ongoing, per-line basis. The customer will be charged a monthly fee for per-line Block Caller ID.

F. Budget Toll Services allots a specific number of minutes of toll service per month to the subscriber. While time remains, the feature is transparent to the user and a call in progress will not be disconnected when the allotted time has been used. Once the allotted time has been depleted, the subscriber attempting to place a toll call will be denied and will hear an announcement that the time has expired. (N) (N)

G. Call Forward allows the customer to temporarily forward the customer's incoming calls to another number of the customer's choice. (M)

H. Call Forward - Busy allows the customer to temporarily forward incoming calls to another number of the customer's choice, only when the customer's line is busy. (M)

I. Call Forward – Don't Answer allows the customer to temporarily forward incoming calls to another local number of the customer's choice, after five rings. (T/M) (M)

J. Call Waiting informs a customer with a tone during conversation that another call is waiting to be answered. This feature allows the customer to put the current call on hold and answer the incoming call or alternate between the calls. The Call Waiting Cancel feature is included with this service. (M)

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.7 Central Office Calling Features (cont'd.) (T)

3.7.2 Features (cont'd.) (T)

K. Caller ID allows the customer to see the calling number before answering an incoming call. This feature requires the use of a telephone or an add-on unit that is equipped with a display which will show the name and number of the telephone originating the incoming call.

L. Do Not Disturb Service allows the customer to prevent calls from ringing the phone and diverts calls to a recorded announcement. A PIN may be provided to selected callers to allow override of the Do Not Disturb feature. (M) (M)

M. Originating Call Management gives the customer the ability to allow or block calls to specific numbers and call types. Originating call types (e.g., 10-10-XXX) can be selected as either "allowed" or "blocked." In addition, specific numbers can be identified as "always allow" or "always block." (N) (N)

N. Per Call Toll Restriction requires the use of an access Personal Identification Number (PIN) for all 1+, 0+, or 0- outgoing toll calls. Access-PINs are maintained by the Subscriber. (M) (M)

O. Personal Billing allows as many as four users to share a single telephone line and directory number. When making a toll call, each subscriber is required to enter a unique Personal Identification Number (PIN). Each user receives a monthly bill for toll charges associated with his/her PIN. (N) (N)

P. Personalized Ringing provides the customer with up to four telephone numbers that each have a distinctive ring on the same access line. Each extra telephone number can be listed in the directory at no additional charge. (T/M) (M) (M)

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.7 Central Office Calling Features (cont'd.) (T)

3.7.2 Features (cont'd.) (T)

Q. Selective Call Acceptance allows the customer to accept up to 31 telephone numbers which are stored on a list. If this feature is activated, callers whose numbers are on the list will ring through as usual. Callers whose telephone numbers are not on the list will hear an announcement indicating that the caller is not accepting calls at this time. (M)

R. Selective Call Forwarding allows the customer to establish up to 31 telephone numbers that are to be forwarded to a specific number when they call. A call from a caller who is not on the list will ring through as usual.

S. Selective Call Rejection allows the customer to reject up to 31 telephone numbers which are stored on a list. If this feature is activated, callers whose numbers are on the list will hear an announcement indicating that the called party is not accepting calls at this time. Telephone numbers which are not on the list will ring through as usual. (M)

T. Speed Dial - 8 allows the customer to reach eight frequently called numbers by dialing a one digit code. (T/M) (M)

U. Speed Dial - 30 allows the customer to reach thirty frequently called numbers by dialing a two digit code. (T/M) (M)

V. Telemarketing Call Screening intercepts unknown and out-of-area calls before the customer's telephone rings, and an announcement is played that instructs telemarketers to hang up and add the party to their Do Not Call list. Other unknown and out-of-area callers are asked to dial 1 or stay on the line to be connected through to the called party.

W. Three-Way Calling allows the customer to add a third arty to an existing phone conversation or put a call on hold and place another call. (M) (M)

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.7 Central Office Calling Features (cont'd.) (T)

3.7.2 Features (cont'd.) (T)

X. Toll Restriction restricts access to long distance calling from the telephone company central office. Access lines are restricted from placing 1+ and 0+ calls. (Pay-Per-Call 900 Blocking and Company initiated toll denial are provided at no additional charge.) (M) (M)

Y. Voice Messaging is a voice mail service which answers incoming calls when a customer's line is busy or unanswered. The service greets callers with a personal or standard greeting, receives and saves callers' messages for the customer. The customer may access messages from any touchtone telephone. (T/M) (T/M)

Z. Wake-Up Call enables the customer to program the telephone to call his phone number at a predetermined time and make an announcement that it is a wake-up or reminder call. (T/M) (M) (M) (D)

3.7.3 Application of Rates

A. Central Office Calling Features are charged at monthly rates per access line. Central Office Calling Features charges are in addition to monthly charges for Access Line Rates. (T) (T)

B. Customers subscribing to Central Office Calling Features may purchase features in packages. (C)

C. When Central Office Calling Features are requested with the original order for Local Exchange Service, additional Service Order charges will not apply. When any Central Office Calling Feature is ordered or changed after Local Exchange Service is initially ordered, a Central Office Calling Features Service Order Charge and Central Office charge apply. (T) (T) (T)

D. Nonrecurring charges associated with Central Office Calling Features may be waived by the Company from time to time for promotional purposes. (T) (T)

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

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 is any form of listing permitted which does not facilitate directory service or is otherwise objectionable or unnecessary for purposes of identification.

C. The Company reserves the right to limit the amount of space that a listing will occupy in the directory by use of abbreviations when, in its judgment, the clearness of the listing or the identification of the subscriber is not thereby impaired.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.8 Directory Listing Service (cont'd.)

3.8.2 Primary Listing

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 group is considered the primary listing. Additional stations will not be entitled to extra listings without charge.

C. The names listed in Primary Listings shall be limited to one of the following:

1. The individual name of the customer.

2. The individual name of a member of the customer's family.

3. The names of two members of a customer's family (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, or by the name under which a bank account is maintained.

5. The name under which a business is actually being conducted by someone other than the customer and which the customer or joint user is authorized by such other to use.

6. The names of departments when such listings are deemed necessary from a public reference viewpoint.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.8 Directory Listing Service

3.8.2 Primary Listing (cont'd.)

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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.

(M)

3.8.3 Non-Listed and Non-Published Telephone Numbers

A. Non-Listed Numbers are provided to customers who request that the Primary Listing be omitted from the directory, but that their name and number still be available from Directory Assistance.

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

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

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.8 Directory Listing Service

3.8.4 Extra Listings

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

A. Regular Extra Listings

1. Regular Extra Listings for business customers may be the names of partners or members of the firm, if the customer is a partnership or firm; the names of officers or employees of the corporation, if the customer is a corporation; and for any business establishment, the names of associates or employees of the customer. No other class of listing, such as service, agency, commodity, etc., will be accepted.

2. Regular Extra Listings for residential customers may be the names of members of the customer's immediate family.

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3. Ordinarily, all Regular Extra Listings must be of the same address and telephone number as the Primary Listing, except as provided below for Alternate Call Number Listings. However, when, in the opinion of the Company it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing may be permitted under the address of PBX station, or additional stations, installed on premises of the customer, but at an address different from that of the switchboard, or main station, using the telephone number of the primary listing.

B. Duplicate Listings, i.e., listings of nick-names, abbreviated names, names which are commonly spelled in more than one way, and rearrangements of names are permitted when, in the opinion of the Company, they are necessary for the proper identification of the customer, and are not desired to secure a preferential position in the directory or for advertising purposes.

C. Cross Reference Listings are permitted when their use will facilitate the handling of telephone calls.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.8 Directory Listing Service

3.8.4 Extra Listings

D. Alternate Call Number Listing

1. Listing of an alternate telephone number, other than those covered below under "Office Hour Listings", to be called in case no answer is received, is permitted for customers to all classes of service.

2. The alternate number may be that of a service not under contract with the customer in connection with whose name it appears. In such a case, the consent of the customer to the alternately listed service must be obtained before the alternate listing is furnished.

E. Office Hour Listings are available to customers who desire that their office hours appear in connection with their listing. A phrase directing the method of calling when a PBX operator is not on duty may also be listed in the directory.

3.8.5 Foreign Exchange Listings

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

3.8.6 Non-Customer Directory Listings

Non-Customer Directory Listings are available to customers who do not subscribe to local exchange telephone service from the Company.

3.8.7 Additional Directory Line

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

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.8 Directory Listing Service

3.8.8 Application of Rates

A. There is no charge for Primary Listings, Non-Listed, and Non-Published Numbers.

B. Charges for Extra Listing, Foreign Exchange Listing, Non-Customer Directory Listing, and Additional Directory Line Services will all be assessed on a monthly basis.

C. When a Directory Listing Service is requested with the original order for Local Exchange Service, additional Service Order Charges will not apply. When a Directory Listing Service is ordered or changed after Local Exchange Service is initially ordered, a Service Order Charge will apply.

D. All Directory Listing Charges, except Non-Customer Directory Listings, will begin at the time the listing is posted on the information records.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.9 Monthly Maintenance Plan

3.9.1 General

A. An optional repair service plan for the customer's inside wire, called the Monthly Maintenance Plan, is available from the Company to residence customers and business customers.

B. The Monthly Maintenance Plan covers repair of all inside wire and jacks installed by the Company or by others, provided that such wiring and jacks installed by others meets standards set by the telephone industry. By subscribing to this plan, customers will avoid a Service Call Charge when trouble is found in the customer's inside wire. If trouble is found in the inside wire, the Company will repair it.

C. The Monthly Maintenance Plan covers identification of a problem in customer owned equipment, but not repair of the equipment. By subscribing to this plan, customers will avoid a Service Call Charge when trouble is found in customer owned equipment. If trouble is found in the customer's equipment, the Company will advise the customer regarding repair alternatives.

3.9.2 Application of Rates

A. A Monthly Maintenance Plan Charge will apply to each line for which the customer subscribes to the plan.

B. Customers who do not subscribe to the Monthly Maintenance Plan will be charged the Service Call Charge whenever such customers call on the Company to repair trouble and the Company identifies the problem as with the inside wire or the customer owned equipment.

C. When a customer who does not subscribe to the Monthly Maintenance Plan is assessed a Service Call Charge because of faulty inside wire or customer premises equipment, the customer may subscribe to the Monthly Maintenance Plan at that time; however, a Service Call Charge will still apply.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.10 Public Telephone Service

3.10.1 General

A. A Public Telephone is an exchange station installed at the Company's option, equipped with a coin collecting device, at various locations within the exchange chosen or accepted by the Company as suitable and necessary for furnishing service to the general public. Location of all Public Telephones shall be at the sole discretion of the Company.

B. In each municipality served by the Company where public convenience requires it, the Company shall supply at least one Public Telephone that will be available to the public on a 24-hour basis. The requirement for this facility may be waived by the Commission for reasons such as abusive vandalism or damage, excessive cost of maintaining the pay station, or lack of use.

C. No listings in the directory or additional telephone sets are allowed in connection with Public Telephone Service.

3.10.2 Application of Rates

A. A Local Call Rate may apply to all local messages from Public Telephones. Long distance toll charges will apply to all long distance messages and will be determined by the long distance toll provider.

B. If the customer at a Public Telephone uses a calling card or accesses an operator for assistance in making a call or to arrange alternate billing, appropriate Operator Service Charges may apply in addition to the Local Call Rate and applicable long distance charges.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.11 Semi-Public Telephone Service

3.11.1 General

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

3.11.2 Application of Rates

A. PSPs requesting access line service in conjunction with a customer provided exchange station will be required to pay all monthly and Service Connection charges that apply for a Business Access Line as described in this tariff.

B. Where pay telephone equipment requires Central Office coin supervision, PSPs will also pay a per line monthly charge for Coin Supervision Additive Service as rated in the National Exchange Carriers Association Tariff.

C. The PSP is responsible for paying all long distance charges billed by the Company that have been charged to the business access line associated with the PSP's coin operated telephone.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.12 Operator and Directory Assistance Services

3.12.1 General

Operator services are available to the customer on local and intraLATA calls as specified in this tariff. Operator services on interLATA calls are available to customers through other long distance toll providers. IntraLATA and local operator services are available on the following types of calls:

A. Credit Card Calls - Customer dialed 0+ calls which are completed by the caller (caller enters own credit card number) or completed by the operator (operator enters credit card number) that will be billed to the caller's credit card instead of the telephone originating the call.

B. Operator Station Calls - Customer dialed 0- calls where the operator completes the call and arranges billing to the originating telephone number, to a credit card, to a third number or as a collect call. Operator placed calls to Directory Assistance are also included.

C. Person to Person Calls - Customer dialed 0- or 0+ calls where the operator completes the call to a designated person or extension. These calls may be billed to the originating telephone number, to a credit card, to a third number or as a collect call.

D. Busy Line Verify - Customer requests operator assistance in determining if a called line is actually busy or out of service. No request will be processed on a collect or third number billed basis.

E. Busy Line Interrupt - Customer requests that the operator interrupt a conversation on a busy line and give a message to the person whose line is interrupted. No request will be processed on a collect or third number billed basis.

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.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.12 Operator and Directory Assistance Services

3.12.2 Application of Rates

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

B. Operator Service Charges do not apply to calls to the operator for trouble reporting, to calls made in place of direct dialed calls that encountered trouble or were cut off, or for emergency local calls to police, fire, ambulance, etc.

C. The charges for Busy Line Verify and Busy Line Interrupt will be billed directly to the access line of the party requesting verification or interruption.

D. 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.

E. Directory Assistance Charges shall be billed to the customer on a per call basis. The Company will concur with the Directory Assistance provider's restrictions on the number of listings that may be requested per call.

F. Directory Assistance calls will be rated in accordance with rates listed in Section 4 of this tariff.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.12 Operator and Directory Assistance Services

3.12.2 Application of Rates

G. Directory Assistance Charges are not applicable to:

1. Calls placed from residence telephones where a member of the customer's household has been certified by a qualified authority as unable to use a directory or from the business telephone of a certified customer where other assistance is not available. A qualified authority is defined as including doctors of medicine, ophthalmologists, optometrists, registered nurses, therapists, professional staffs of hospitals, institutions and public welfare agencies. Certification of physical disability sufficiently severe to prevent reading or using conventional reading materials may also be made by professional librarians or by any person whose competence in this area is acceptable to the Librarian of Congress of the United States. This exemption is limited to one-hundred (100) free calls a month. Any customer making more than 100 calls a month will be billed at the regular Directory Assistance charge. The Directory Assistance provided under this exemption is for personal use only and may not be resold.

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

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.13 911 Service

3.13.1 Description of 911 Emergency Service

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

B. This service is limited to the use of 911 as the universal emergency telephone number. The Company will not provide 911 Service to less than an entire central office and will only provide one 911 Service from that central office.

C. 911 Service may be one of the following types:

1. Local 911 - A 911 call will terminate to a pre-established location within the local exchange serving area.
2. Basic 911 - A 911 call will be translated to a seven-digit number and will be sent to a specific location as requested by the governing body.

3. Basic 911 with Automatic Number Identification (ANI) - A 911 call will be transferred to a specific location where the subscriber's telephone number will appear at the PSAP.

4. Enhanced 911 (E911) - A 911 call will be transferred to a specific location where the subscriber's telephone number, Automatic Number Identification feature (ANI), and the subscriber's location, Automatic Location Identification feature (ALI), will appear at the PSAP.

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

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.13 911 Service

3.13.2 Establishment of Service

A. Applications for 911 Service must be executed in writing by each participating governing body.

B. A contract must be signed by the governing body before the 911 Service will be provided and before any new equipment will be purchased by the Company to provide the 911 Service.

C. The 911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

3.13.3 Purpose of 911 Service

A. 911 Service is furnished to the customer for the sole purpose of receiving reports of emergencies from the public. The 911 emergency telephone number is not intended as a replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies must subscribe to other exchange telephone service as provided in other sections of this tariff.

B. 911 Service is provided solely for the benefit of the customer operating the 911 Service. The provision of 911 Service by the Company shall not be interpreted, construed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third party or legal entity other than the customer.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.13 911 Service

3.13.4 Responsibilities of the Customer

A. Because the Company's serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.

B. It is the customer's responsibility to insure that Customer Premises Equipment (CPE) selected to operate 911 system features is compatible with service furnished by the Company. Any CPE used in conjunction with 911 Service shall be configured so that it is unable to extract any information other than the information relating to a number identified as the source of an in-progress 911 call through the use of the ANI feature.

C. The rates charged for 911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests to determine whether the system is functioning properly. The customer shall notify the Company promptly in the event the system is not functioning properly.

D. The Company does not undertake to answer and forward 911 calls, but provides facilities to enable the customer's personnel to respond to such calls from the customer's premises.

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E. It is the responsibility of the governing body requesting or implementing the 911 Service to notify all subscribers of any charges associated with the 911 Service, the location of the PSAP, and the rule governing a subscriber's "Right to Privacy". In return for the forwarding of subscriber information to the. PSAP, all subscribers using a 911 Service will relinquish their "Right to Privacy" upon making 911 calls. In the case of 911 service being discontinued by the governing body, customers shall be notified of new dialing instructions at least 30 days in advance.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.13 911 Service

3.13.4 Responsibilities of the Customer

F. The 911 Service customer assumes all risks connected with the service, including service interruption or failure of call completion, whether resulting from network failure, network blockage or from any other cause.

3.13.5 Liability of the Company

A. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures or malfunctions of this service or any part thereof whether caused by the negligence of the Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit that may be given for an out-of-service condition as specified in this tariff.

B. The 911 Service customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, damages, expenses, suits or other action, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted or asserted by the customer or by any other party or person, for personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, arising out of or resulting from the customer's acts or omissions.

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C. The 911 Service customer agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Service and the equipment associated therewith, including, but not limited to, the identification of the telephone number used by persons accessing 911 Service, and which arises out of the negligence or other wrongful act of the 911 customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.13 911 Service

3.13.6 Billing Responsibilities of the Company

A. The Company will assess a 911 Service surcharge, upon 90 days' written notice from the governing body, to all subscribers who are within the jurisdiction of a governing body that is making a request to the Company under Nebraska law, LB 240.

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

3.13.7 Application of Rates

A. Temporary suspension of service at reduced rates, as described in this tariff, is not provided for any part of 911 Service.

B. Applicable monthly Local Loop Charges will apply to the lines provided for 911 Service. Service Order and Central Office Charges will apply when lines are installed to provide 911 Service.

C. An Initial Charge for Special Equipment may be assessed whenever special equipment is installed to provide 911 Service. This charge will be determined on an Individual Case Basis (ICB).

D. Customers may lease E911 equipment and pay a monthly E911 Equipment Lease Charge. The service period requirement for E911 is 60 months.

E. Either the governing body or the subscriber will assume the charge for the 911 call if routed over a long distance line. If dedicated lines are used, the monthly charge will be determined on an Individual Case Basis (ICB).

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.14 Reserved for Future Use

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.15 Miscellaneous Services

3.15.1 Reserving Telephone Number Groups

Local telephone numbers may be reserved in groups of 100 numbers. A monthly Telephone Number Group Fee will apply for reservation of each group of 100 numbers. The monthly Telephone Number Group Fee applies in addition to the monthly charges for the customer's lines or trunks placed into service.

3.15.2 Telephone Number Intercept Recording

A customer who has moved or who has had his or her telephone number changed may request the Company to provide, via a recorded message, the new telephone number to anyone who calls the previously held telephone number. Service Connection Charges and a monthly Intercept Recording Charge shall apply.

3.15.3 Blocking of Pay-Per-Call Services

The Company shall, where technically feasible, and only upon request of the subscriber, on an individual numbering plan (NPA) basis or NXX basis, provide blocking to calls with 900 prefixes. Such blocking shall be provided without interruption of other services. Initial blocking requests shall be offered at no charge to the customer. For all subsequent blocking requests, a Service Order Charge and Central Office Charge may apply for each request. All requests by the customer to remove blocking must be submitted to the Company in writing.

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Notice to Three River Johnstown Customers

Johnstown to Ainsworth EAS was established May 1, 2001. Rates were derived in Year 2000, based on calling volumes from 1999. Three River Telco has largely recouped the expense of implementing EAS. Recognizing the large community of interest between Johnstown and Ainsworth, Three River Telco also wants to benefit this relationship, not obstruct it. Therefore, Three River Telco is lowering its EAS adder from $8.35 a month to $4.00 a month effective October 1.

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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.15 Miscellaneous Services

3.15.4 Coin Supervision Additive Service

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

3.15.5 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 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.

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D. In the event the end user is incorrectly presubscribed due to misassignment on the part of the Company, no charge shall apply.

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.15 Miscellaneous Services

3.15.5 Presubscription

E. In the event an end user is incorrectly presubscribed due to misassignment on the part of the interexchange carrier, and the interexchange carrier is unable to document such an assignment, the Company will apply the charge to the responsible interexchange carrier and assign the end user to an interexchange carrier of the end user's choice.

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SECTION 4. RATE LIST

4.1 Local Exchange	Monthly Charges	EAS Adder
A. Johnstown		
Business Rates	$ 27.50/line	(D)
Pay Station	$ 27.50/line	(D)
Residence Rates	$ 20.00/line	(D)
Lynch		
Business Rates	$ 27.50/line	
Pay Station	$ 27.50/line	
Residence Rates	$ 20.00/line	
Naper		
Business Rates	$ 27.50/line	
Pay Station	$ 27.50/line	
Residence Rates	$ 20.00/line	
Springview		
Business Rates	$ 27.50/line	
Pay Station	$ 27.50/line	
Residence Rates	$ 20.00/line	
Verdel		
Business Rates	$ 27.50/line	
Pay Station	$ 27.50/line	
Residence Rates	$ 20.00/line	

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SECTION 4. RATE LIST

4.2 Line Extensions

Excess Construction Charge (beyond one half mile, per one-tenth route miles or fraction thereof)	$ 60.00 (I)

4.3 Leased Cable Pairs/Special Circuits

Installation charge minimum	
Interexchange	$ 5.00
Intraexchange	$ 7.50
Circuit Charge:	Monthly Charge
Mileage Charges Per one-quarter route miles or fraction thereof	$ 0.70/qtr. mile

4.4 Reserved for Future Use

4.5 Trunk Hunting

Trunk Hunting	$ 13.75/line

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SECTION 4. RATE LIST

4.6 Central Office Calling Features

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Features	Monthly Charges Per Line	
Account Code Billing	$ 5.00	(N)
Anonymous Call Rejection	$ 1.00	(N)
Automatic Recall	$ 1.00	
Automatic Redial	$ 1.00	(T)
Block Caller ID (per line)	$ 1.00	
Budget Toll Services	$ 5.00	(N)
Call Forward	$ 1.50	
Call Forward - Busy	$ 1.50	
Call Forward - No Answer	$ 1.50	
Call Waiting	$ 1.50	
Caller ID - Name and Number	$ 3.50	(T)
Do Not Disturb Service	$ 1.50	
Originating Call Management	$ 5.00	(N)
Per Call Toll Restriction	$ 1.50	
Personal Billing	$ 5.00	(N)
Personalized Ringing		
1 extra ring	$ 1.50	
2 extra rings	$ 2.50	
3 extra rings	$ 3.50	
Selective Call Acceptance	$ 1.00	
Selective Call Forwarding	$ 1.00	
Selective Call Rejection	$ 1.00	
Speed Dial - 8	$ 1.00	(R)
Speed Dial - 30	$ 2.00	
Telemarketing Call Screening	$ 1.50	
Three-Way Calling	$ 1.50	
Toll Restriction	$ 2.00	
Voice Mail	$ 2.00	(T)
Wake-Up Call	$ 1.50	(T)
Voice Mail/Caller ID Package	$ 4.00	(T)
Voice Mail/Caller ID/Telemarketing Call Screening Package	$ 5.00	(N)

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SECTION 4. RATE LIST

4.7 Directory Listing Service

Extra Listing	$ 0.35/month
Foreign Exchange Listing	$ 1.50/month
Non-Customer Directory Listing	$ 1.50/month
Additional Directory Line	$ 1.50/month

4.8 Monthly Maintenance Plan

Monthly Maintenance Plan Charge (per line)	$ 1.00/month	(I)

4.9 Public Telephone Service

Local Call Rate	$ .35/call

4.10 Semi-Public Telephone Service

Business Access Monthly and Installation Rates Apply

4.11 Operator and Directory Assistance Services

Credit Card Call - Local	$ .75/call
Operator Station Call - Local	$ 1.50/call
Person to Person Call - Local	$ 3.35/call
Busy Line Verify - Local and Intrastate	$ 1.80/call
Busy Line Interrupt - Local and Intrastate	$ 2.55/call
Directory Assistance Charge - Local and 402 NPA	$ .50/call

4.12 911 Service

Initial Charge for Special Equipment	ICB
Recurring Charge	Leased Cable Pair Rates
Recurring Charge for Special Access Service	See NITA Access Tariff
E911 Equipment Lease Charge	ICB

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SECTION 4. RATE LIST

4.13 Reserved for Future Use

4.14 Miscellaneous Services	Monthly Charge
4.14.1 Reserving Telephone Number Groups	$25.00
4.14.2 Telephone Number Intercept Recording	$ 2.50
4.14.3 Coin Supervision Additive Service	$ 2.21/line
4.14.4 Presubscribed Interexchange Carrier (PIC) Change Charge (Intrastate)	$ 5.00/line

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SECTION 4. RATE LIST

4.15 Service Charges

Insufficient Funds Check Charge	$ 30.00/check	
Past Due Surcharge	5% on unpaid bill balance	(I)
Labor Charges		
Installation of phones or moving phones		
First Jack	$ 40.00	
Second Jack (same location)	$ 20.00	
Ethernet Jack	$ 50.00	
Machine Time Charges	$75/hour	
Material Charges	ICB	
Reconnect/Restoral Fee	$ 50.00/Line	(I)
Service Call Charge (COAM)	$ 40.00/svc call plus time & materia	
Service Connection Charges		
Initial Connection Charge	$ 50.00	
Central Office Charge	$ 15.00/request	
Service Order Charge	$ 10.00/request	
Custom Calling Central Office Charge	$ 12.50/request	

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SECTION 4. RATE LIST

4.15 Service Charges

Insufficient Funds Check Charge	$ 10.00/check	
Past Due Surcharge	1.5% on unpaid bill balance	(N)
Labor Charges		
Installation of phones or moving phones		
First Jack	$ 30.00	
Second Jack (same location)	$ 15.00	
Machine Charges		
Vibratory Plow	$ .125/ft.	
Trencher	$ .125/ft.	
Material Charges	ICB	
Reconnect/Restoral Fee	$ 10.00/Line	
Service Call Charge (COAM)	$ 15.00/svc call plus time & material	
Service Connection Charges		
Central Office Charge	$ 15.00/request	
Service Order Charge	$ 10.00/request	
Travel Charge	$ 15.00/trip	

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