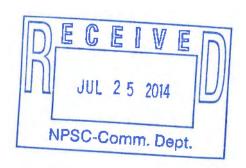
# Title Page

### Nebraska Telecommunications Tariff

# Glenwood Telecommunications, Inc.

510 West Gage Street Blue Hill, NE 68930-0008 (402) 756-3131

Competitive Local Exchange Service Tariff



Issued: June 1, 2011

Effective: August 3, 2014

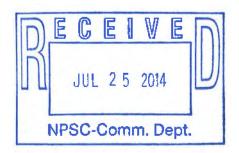
Revised: July 24, 2014

### **Check Sheet**

The pages inclusive of this Tariff are effective as of the date shown at the bottom right corner of each page. Original and Revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

Page No.	Revision No.	Page No.	Revision No.	Daga Na	Davision No.
1 age 140.	1 <sup>st</sup> Revision	27	Original	<u>Page No.</u> 53	Revision No. Original
2	1 <sup>st</sup> Revision	28	Original	54	Original
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20	Original	46	Original	72	1st Revision
21	Original	47	Original	73	1 <sup>st</sup> Revision
22	Original	48	Original	74	Original
23	Original	49	Original	75	1 <sup>st</sup> Revision
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<sup>\*</sup> New or Revised Pages



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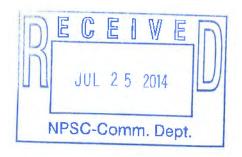
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### Section 1. General

# 1.1 Purpose of the Company

Glenwood Telecommunications, Incorporation, a Nebraska corporation, hereinafter referred to as the Company, is a competitive local exchange carrier authorized to provide local exchange service within the state of Nebraska as certificated by the Nebraska Public Service Commission. The Company furnishes local exchange services in accordance with this tariff on file with the Commission.



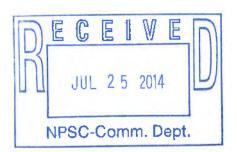
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Section 1. General (cont'd.)

# 1.2 Exchange Areas

### 1.2.1 Exchange Area Description

The exchange area of the Company shall include all exchanges approved by the Nebraska Public Service Commission in the Company's competitive local exchange carrier application.



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Section 1. General (cont'd.)

### 1.3 Tariff

### 1.3.1 Adoption of the Tariff by the Company

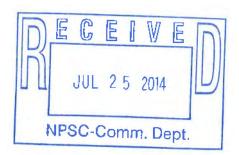
The rules and regulations contained in this tariff have been adopted by the officers of the Company in compliance with its Articles of Organization and all known Federal and State laws applying to the provision of telephone service.

# 1.3.2 Tariff Applicability

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

### 1.3.3 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.

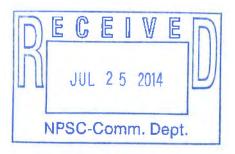


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# Section 1. General (cont'd.)

### 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.
- (N) Signifies a new rate, treatment or regulation
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate.
- (T) Signifies a change in text only -- no change in rate, treatment or regulation.
- (Z) Signifies a correction.



Section 1. <u>General</u> (cont'd.)

#### 1.5 Definitions 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.

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

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

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

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

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

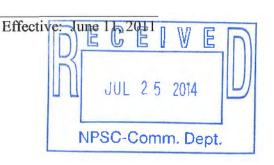
<u>Business Office</u>: The office of the Company which handles customer billing, collections and applications for service.

Call: A Customer telecommunication message attempted.

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

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

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Section 1. General (cont'd.)

1.5 Definitions of Terms Used in the Tariff (cont'd.)

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

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

Commission: The Nebraska Public Service Commission.

Company: Glenwood Telecommunications, Inc.

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

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

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

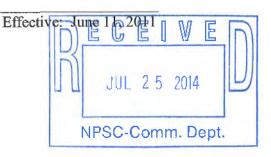
<u>Customer Owned and Maintained Equipment (COAM)</u>: Any wiring, device or apparatus provided by the customer for which complete ownership and maintenance responsibility resides with the customer.

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

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

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.

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Section 1. General (cont'd.)

1.5 Definitions of Terms Used in the Tariff (cont'd.)

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.

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

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

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

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

<u>Interexchange service</u>: The telecommunications service rendered by companies between points which are not both within a local exchange area or that portion of a channel connecting two or more stations within an exchange area.

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

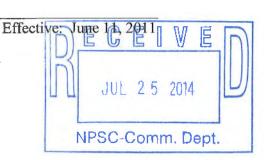
Local Exchange Carrier: The exchange carrier.

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

Local Exchange Telephone Service: Local Exchange Service.

Message: A completed customer telephone call.

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### Section 1. General (cont'd.)

### 1.5 Definitions of Terms Used in the Tariff (cont'd.)

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.

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

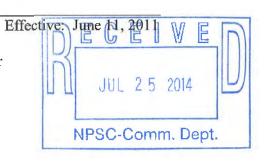
<u>Private Contracts</u>: The agreements between the Company and a customer for the furnishing of service in instances where all or part of this tariff does not apply.

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

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 which provides interconnection between station lines or trunks.

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Section 1. General (cont'd.)

1.5 Definitions of Terms Used in the Tariff (cont'd.)

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

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

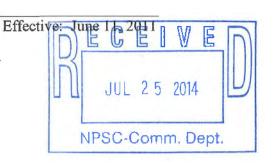
Tariff Sheet: An individual sheet or page of the Company's tariff.

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

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

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

Issued: June 1, 2011



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

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- 2.1 Establishment of Service (cont'd.)
  - 2.1.2 Credit and Deposit Requirements (cont'd.)
    - A. The amount of the deposit required for the purpose of establishing a Subscriber's credit shall not normally exceed his estimated bill for exchange service and toll charges for two months service. The Company may require the customer to increase the amount of the deposit at any time if, in its opinion, the charges billed against the Subscriber are found to warrant such an increase.
    - B. In conformance with the Federal Fair Credit Reporting Act, the Company will make available to applicants and customers upon demand the basis for credit, deposit, disconnect and refusal decisions and will accept corrections in information upon which such decisions are based, if such corrections are true, correct and verified. (M)
    - C. 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. (M)
    - D. The Company shall pay interest on a deposit at the rate of 7% per annum or at the minimum rate established by the commission. Interest shall accrue following acceptance of the deposit, except that no interest need be paid on deposits held less than thirty (30) days. (M)

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- 2.1 Establishment of Service (cont'd.)
  - 2.1.2 Credit and Deposit Requirements (cont'd.)
    - E. 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.

(M)

F. New and existing residential customers may be allowed to pay deposits or requests for increases in existing deposits in installments over a period of at least three (3) months. For purposes of establishing a refund date when deposits are paid on an installment plan, the date will be the day of receipt of the final installment.

(M)

G. After disconnection of service and receipt of the final payment, the Company will promptly and automatically refund the customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills for service furnished by the Company. When the customer's deposit is applied to an unpaid bill, the Company shall render to the customer a statement showing the bill then due and unpaid, the amount of the deposit, together with the interest accrued thereon and the period covered thereby, and the balance due or remaining to the credit of the depositor.

(M)

H. A transfer of service from one premises to another within the service area of the utility shall not be deemed a disconnection within the meaning of these rules, and shall not necessitate the requirement of a payment of a second deposit, unless a final bill has been issued at the first address and the credit standing of the customer would otherwise require it.

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- 2.1 Establishment of Service (cont'd.)
  - 2.1.2 Credit and Deposit Requirements (cont'd.)
    - I. 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. (M)
    - J. The Company will keep a record of each cash deposit until the deposit is refunded. The record will show:
      - 1. the name and current billing address of each depositor;
      - 2. the amount and date of the deposit; and
      - 3. each transaction concerning the deposit

### 2.1.3 Service Charges

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

Issued: June 1, 2011

Revised: July 24,2014 VE

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- 2.1 Establishment of Service (cont'd.)
  - 2.1.3 Service Charges (con'd.)
    - F. Service Charges shall consist of the following charges:

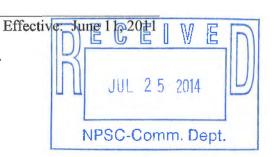
Service Ordering Charge – For work associated with connecting new or additional central office access lines or trunks, moving or changing existing service and facilities, record work or adding new or additional service and facilities other than access lines or trunks.

Reconnect Fee – Where service has been disconnected at the customer's request or 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.

<u>Travel Charge</u> – For work ordered and requested to be completed at the same time on the same visit.

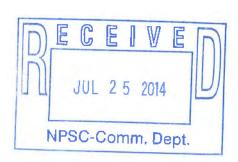
G. For promotional purposes, the Company may, from time to time, waive the service charges to connect, move or change telephone service.

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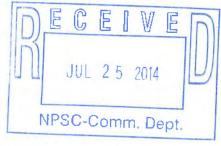
Effective: June 11, 2011

#### 2.2 Refusal and Disconnection of Service

#### 2.2.1 Refusal of Service

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

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

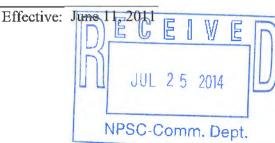


2.2 Refusal and Disconnection of Service (cont'd.)

#### Disconnection of Service

- 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. This includes instances when the customer of record is not personally responsible for the debt, but is returning service to an indebted household, and fails to keep an agreement to retire the debt of the indebted household.
    - The Company will enter reasonable agreements to allow extension of a customer account twice in a twelve month period, without service interruption. After two missed payments, the customer is expected to make twelve consecutive, in-full monthly payments or be disconnected.
    - (b) The Company will enforce the above agreement and grant only one exception. In the case of a life threatening medical condition, service will not be disconnected, if the Company is promptly notified and supplied a physician's statement of verification.
  - Failure to pay an increased deposit as described in Section 2.1.2.B. 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.
  - The Company's facilities are damaged, tampered with or repaired by customer.

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- 2.2 Refusal and Disconnection of Service (cont'd.)
  - 4. Access to customer property necessary to provide service is denied to the Company
  - 2.2.2 Disconnection of Service (cont'd.)
    - 5. Use of service or Company owned facilities in an unlawful manner.
    - 6. Use of Customer Owned and Maintained equipment by the customer which does not meet standards as specified in section 2.6.4., or is likely to cause an unsafe or hazardous condition as defined by the Company.
    - 7. The Company may discontinue or refuse to furnish telephone service to any person, firm or corporation who uses facilities furnished by the Company in a manner which could reasonably be considered abusive, threatening or frightening to others, or who uses Company facilities for harassment of others, or for the impersonation of another.
    - B. The following procedures will be followed before a customer will be disconnected for nonpayment of a bill:
      - 1. The customer will have received 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 no possible, but the Company will make ever reasonable effort to provide notice to the customer.
      - 2. Notice periods may be shortened or waived in cases of fraud or illegal use or when it is clearly indicated that the customer is preparing to abandon the service.
      - 3. A copy of the credit and collection rules shall be furnished upon request to an applicant or to any customer undergoing disconnection proceedings.

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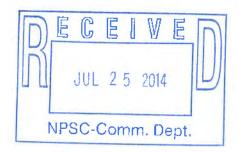
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- 2.2 Refusal and Disconnection of Service (cont'd.)
  - C. Whenever possible, service will not be disconnected on any Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public.
  - 2.2.2 Disconnection of Service (cont'd.)
    - 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.
  - 2.2.3 Insufficient Reasons for Refusal or Disconnection of Service

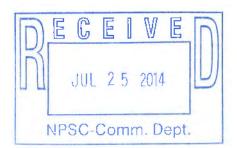
The following shall not constitute sufficient cause for refusal of service to a prospective customer or for disconnection of service to a present customer:

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



#### 2.3 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 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 nonpayment of all charges due to the date of termination of the service. Al cancellation or termination requests made to the Company by the customer shall be made at least five business days in advance of the desired termination date.

### 2.4.2 Cancellation prior to Installation

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

# 2.4.3 Termination Prior to Expiration of Contract Period

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

- 1. Where service for which the initial contract period is one month, the charges due include payments for the balance of the initial month.
- 2. In the case of directory listings where the listing has appeared in the directory, the charges may be due through the end of the directory period.
- 3. Contracts for periods of longer than one month covering services whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will

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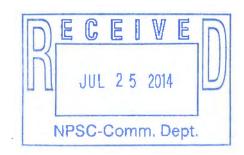
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- 2.4 Termination or Cancellation of Service by the Customer (cont'd.)
- 2.4.3 Termination Prior to Expiration of Contract Period (cont'd.)

subscribe to the service effective on the day following termination by the original customer.



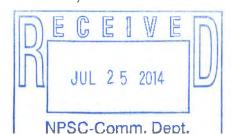
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# 2.5 Billing Procedures and Payment Requirements

#### 2.5.1 General Policies

- A. The customer is required to pay all charges for exchange services and facilities and for toll messages including calls placed from the customer's telephone, calls charged to the customer's telephone number, and collect toll messages which have been accepted at the customer's telephone.
- B. Recurring charges will be billed monthly in advance and toll charges will be billed in arrears. Nonrecurring and toll charges shall be assessed at the time such service is provided and billed as a part of the next regular monthly bill. When service does not begin or end on the first day of a billing month, the charges or fractional part thereof will be prorated in the ratio number of days involved to thirty (30) days.
- C. Special billing may be made by the Company to any customer where the total amount due the Company becomes unusually high without valid reason, or when the customer cancels service. Any special billing not paid on demand shall be considered delinquent.
- D. Bills to customers will be typed, 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.
- 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 then disconnect service. The customer, or the Company, may make application to the commission for review. Its decision will be final, subject only to legal redress as the parties involved



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

> may choose to exercise. The Commission may prohibit such disconnection pending review of the dispute.

- 2.5.1 General Policies (cont'd.)
- F. An adjustment of charges for billing errors by the company will be made for the full amount of excess charges for a period not to exceed three (3) years. where such charges can be validated by Company records. When the period during which a billing error has been effective and the exact amount of the billing error cannot be determined from available records, the maximum refund will not exceed an estimated amount equal to such overbilling for a six month period.
- G. The Company will maintain records of past customers for a period of six months after termination. The Company shall make these records available to other utilities engaged in credit checks in accordance with Federal laws.
- 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 or the Nebraska Public Service Commission for direct charge to the customer shall be added to the customer's regular monthly billing. These taxes and surcharges will be charged on a proportionate basis to all customers receiving service within the jurisdiction of such governmental agency. Such taxes and surcharges include sales taxes, Federal excise taxes, applicable franchise taxes, occupation taxes, license taxes, 3-911 surcharge, dual Party Relay Surcharge, FCC Subscriber Line Charge or other such charges as may be mandated by the FCC, the Nebraska Commission or any other taxing authority or governmental agency having jurisdiction over the Company.

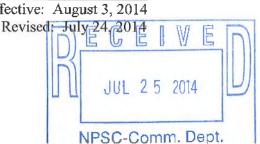
**Dual Party Relay Surcharge** 

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- 2.5.3 Insufficient Funds Checks
  - A. An Insufficient Funds Check Charge will apply if the customer submits payment for service using an insufficient funds (a/k/a/
- Section 2. Rules and Regulations (cont'd.)

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

nonsufficient funds (NSF)) check. This charge will be due at the time the customer makes good the insufficient funds check.

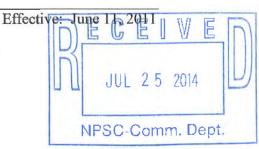
- 2.5.3 Insufficient Funds Checks (cont'd.)
  - B. In the event a customer provides the company with an insufficient funds check for nonpayment of service after the due date for the current month's bill, the customer will need to make good the insufficient funds check within twenty-four (24) hours of receipt of the insufficient funds check to avoid disconnection of service. If the insufficient funds check is received prior to the due date for the current month's bill, the customer must make good the insufficient funds check within seventy-two (72) hours of receipt of the insufficient funds check or by the current month's bill due date or service will be disconnected.
  - C. The responsibility for confirming that a check can be returned the second time for payment will rest with the customer. The customer will call the bank, who in turn will call the business office verifying that there are adequate funds for the returned check.
  - D. If any customer renders three (3) insufficient funds checks during a twelve (12) month period the Company shall notify the customer that subsequent payments must be made in cash, cashier's checks, money orders or credit card. After the Company receives the second insufficient funds check within a twelve (12) month period, the business office will notify the customer of the Company's policy regarding insufficient funds checks.

#### 2.5.4 Late Payment Charges

A. A Late Payment Charge of 1.5% of the unpaid balance applies to all unpaid balances and will appear on the following month's billing statement. The charge on the unpaid amount of the account will be computed from the date of billing unless the account is fully paid within ten (10) days from that date. The date of billing shall mean the bill date printed on the billing statement. The ten (10) day period may be extended or changed by an agreement in writing.

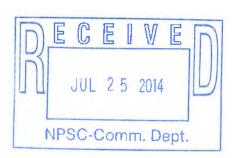
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- 2.5 Billing Procedures and Payment Requirements (cont'd.)
  - B. The Late Payment Charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill shall be subject to the Late Payment Charge.



# 2.6 Responsibilities of the Customer

#### 2.6.1 General

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

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

### 2.6.3 Change of Occupancy

- A. When a change of occupancy or legal responsibility takes place on any premises served by the Company, notice shall be given in writing or verbally within a reasonable time prior to such change. The outgoing customer is responsible for all service charges, including toll, until such notice has been received by the Company. No new incoming service under this section shall be provided for the indebted outgoing customer until all prior indebtedness of the customer has been resolved to the satisfaction of the Company.
- B. In the event a home or business changes ownership during the period and a special contract or unpaid construction charges remain, the previous owner must arrange to satisfy the old agreement with the Company or make arrangements satisfactory to the Company for a new owner to assume the obligation for the balance of the application.
- C. The Company is not responsible for errors, delay or expense resulting from procedures other than those defined in this tariff.



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

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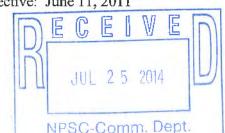
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2.6 Responsibilities of the Customer (cont'd.)

Company to the customer's premises where a service difficulty or trouble report results from customer provided equipment or facilities.

- 2.6.4 Customer Owned and Maintained Equipment (COAM) (cont'd.)
  - D. The Company shall not be responsible for the installation, operation or maintenance of any customer provided equipment or systems. Telephone service is not represented as adapted to the use of such equipment or systems. Where such equipment or systems are connected to Company facilities, the responsibility of the Company shall be limited to the furnishing, operation and maintenance of such facilities in a manner suitable for telephone service. The company shall not be responsible for the through transmission of signals generated by customer provided equipment or systems, or the quality or defects in such transmission, or the reception of signals by customer provided equipment or systems.
  - E. The Company shall not be responsible to the customer if changes in these conditions or in any of the facilities, operations or procedures of the Company render any customer provided equipment obsolete or requirement modification or alteration of such equipment or otherwise affect its use or performance.
  - F. Where any customer provided equipment or systems are used with telephone service in violation of any of these conditions, the Company will take such immediate action as necessary for the protection of the network and will properly notify the customer, in writing, of the violation. The costumer 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 make any tests of its facilities until the customer has completed testing the COAM



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# Section 2. Rules and Regulations (cont'd.)

# 2.6 Responsibilities of the Customer (cont'd.)

facilities and determined the trouble to be in the Company's equipment. If the Company finds upon testing that the trouble was in the COAM equipment and not in the Company's equipment, a Line Test Charge will apply. If a trip is required to the customer's location, a Premises Visit Trip Charge and a per half hour Labor Charge will apply.

#### 2.6.5 Unauthorized Attachments

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

### 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.



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# Section 2. Rules and Regulations (cont'd.)

## 2.7 Responsibilities of the Company

#### 2.7.1 General

- A. The Company's obligation to furnish local exchange telephone service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities.
- B. The Company shall make its services available to applicants in accordance with the terms and conditions in this tariff and under the jurisdiction of the Nebraska Public Services commission.
- C. This tariff of the Company governs the outgoing service of a customer and in no manner guarantees the customer the same incoming service.
- D. The Company shall not be responsible for the customer's conformance to any applicable laws, regulations or ordinances, or for any harm caused by the customer's neglect.

## 2.7.2 Telephone Directories

A. Telephone directories, containing an alphabetical listing f 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 no charge. If a customer requests that an additional directory be mailed, postage charges will 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.

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

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

- C. The Company, except as provided herein, shall not be liable for damages claimed on account of errors in or omissions from its directories, on or for the result of the publication of such errors in the directory, nor will the Company be 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 prorated reduction of the charge for the affected directory service. The maximum reduction is not to exceed the full amount of the directory charges for the period from the date of issuance of the directory in which the mistake occurred to the date of issuance of a new directory containing the proper listing.
- D. In the case of extra listings in the alphabetical section of the directory for which a charge is made the Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues.

## 2.7.3 Telephone Numbers

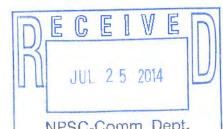
- A. The customer has no property right in the telephone number or any right to continuance of service through any particular central office. The Company may alter or change the telephone number or the central office designation, or both, of a customer whenever, in its sole discretion, it may be required to meet service demands.
- B. In cases of a residential household that is divided, the telephone number will remain with the residence where the service was being provided prior to such division, unless other arrangements are agreed to by both parties.

# 2.7.4 Use of Connecting Company Lines

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

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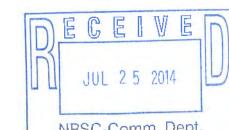


- 2.7 Responsibilities of the Company (cont'd.)
  - 2.7.5 Defacement of Premises

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

### 2.7.6 Service Interruption

- A. In the event of a service interruption, restoration of service, the extent practical, will e made in the following sequence:
  - 1. Emergency services to: Medical, Fire, Law Enforcement, Highway Maintenance, Civil Defense, or other utilities.
  - Business
  - Residence
  - 4. Public Telephones
  - 5. All other facilities not affecting main station service
- B. If necessary to maintain working Central Office Equipment in the event of an emergency, service will be disconnected in the reverse of the above restoral sequence.
- C. The Company does not guarantee uninterrupted service. In the event the customer's service is interrupted and service outages are properly reported by the customer and for which the customer is not at fault, nor negligent, an adjustment to the regular monthly service charge is allowed as follows:
  - 1. No allowance is given for a service outage whose duration is less than twenty-four (24) hours after receipt of the outage novice from the customer.

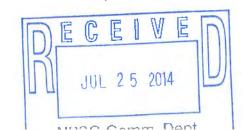


- 2.7 Responsibilities of the Company (cont'd.)
  - 2.7.6 Service Interruption (cont'd.)
    - 2. In the event that the customer's access line service is interrupted in excess of twenty-four (24) hours after being reported or found to be interrupted, the Company shall, upon request, refund the prorate 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 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 its next regular billing. No other liability shall in any case attach to the Company due to interruptions of service.
  - 2.7.7 Limits of company Liability
    - A. The Company will exercise all reasonable diligence to furnish and deliver regular and continuous service to the customer but will not be liable for damages caused by interruption, shortages, irregularities or failures due to accidents, interference by third parties or conditions beyond the reasonable control of the Company.
    - B. When, in the judgment of the company, the continued provision of service becomes unsafe; or where Federal, State or local regulations place operation 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.

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- 2.7 Responsibilities of the Company (cont'd.)
  - 2.7.7 Limits of Company Liability (cont'd.)
    - 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 which causes or may cause a hazardous, unsafe or dangerous condition, or threatens the health of others, even though such facilities were inspected by the Company.



## 2.8 Customer Complaints

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

Complaints to:

Toll Free: 1-(800) 526-0017

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

Tel.: (402) 471-3101 Fax: (402) 417-0254 TDD: (402) 471-0213

Website: www.psc.state.ne.us

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

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Stanley Rouse, CEO/General Manager
510 West Gage Street
Blue Hill, NE 68930-0008

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# 2.9 Special Services and Construction

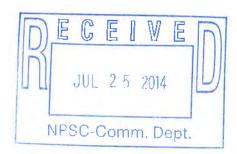
- A. All rates and charges set forth in this tariff are for the provision of service, equipment, and facilities in normal locations, and under normal working conditions as defined by the Company. When special installation construction or modification of facilities, equipment, operations or services is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



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## Section 2. Rules and Regulations (cont'd.)

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



## Section 3. Services and Application of Rates and Charges

## 3.1 Local Exchange and Extended Area Service

#### 3.1.1 Description of Local Exchange Service

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

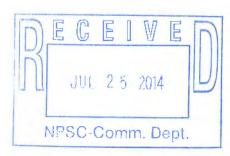
#### 3.1.2 Description of Extended Area Service (EAS)

A. Extended Area Service (EAS) is interexchange telephone service that is offered in conjunction with Local Exchange Service. Where EAS is offered between two of 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 calls through a long distance operator or by direct dialing the call using long distance calling procedures, the call will be classified as a toll call and the customer that placed the call, or the customer that accepted charges for the call, will be billed the applicable toll charges for the call.

B. EAS is not designed for continuous uninterrupted service by a single customer. If a customer is using access line service for EAS on a continuous basis, the customer will be requested by the Company to order leased cable pairs under Section 3.12 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:

None available at this time.



- 3.1. Local Exchange and Extended Area Services (cont'd.)
  - 3.1.3 Applications of Rates
    - A. Rates for local exchange service are applied per access line ordered by the customer. Access line rates may vary depending upon the exchange area for which the customer requests service. The access line rate for local exchange service entitles the customer to calls to all local stations connected to a central office of the same exchange and, if EAS is available, to all local stations severed by central offices of the extended area service exchanges.
    - B. Access line rates include an EAS Adder charge for EAS service. The EAS Adder will be applied to all access lines within the 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 boarding houses, except as noted in Section 3.1.3 D.2. In offices of hotels, halls, and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial school or colleges, hospitals, libraries and other similar institutions.
      - 3. At residence locations where the customer has no regular business telephone and when Directory Advertising or other forms of business advertising are used in association with such locations or numbers.
      - 4. At residence locations, when an extension 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 the location indicated a business, trade or profession, except as specified below.

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- 3.1. Local Exchange and Extended Area Services (cont'd.)
  - 3.1.3 Applications of Rates (cont'd.)
    - C... Business Access Line Rates will apply at the following locations: (cont'd)
      - 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 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 which are not advertised as a place of business or which have less than five rooms for roomers or which furnished 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.
    - E. A Service Connection Charge will apply to all customer orders for Local Exchange Service access lines from the Company.
    - F. From time to time, the Company may offer special promotions waiving the monthly rates or installation charges for certain features or services.

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### 3.2 Custom Calling and Advanced Calling Features

#### 3.2.1 General

Certain optional features, called Custom Calling Features and Advanced Calling Features, are available to customer as enhancements to local Exchange Service. The available features are described in Section 4 of this tariff.

## 3.2.2 Application of Rates

- A. Custom Calling and Advanced Calling Features are charged at monthly rates per access line. Custom Calling and Advanced Calling Feature charges are in addition to monthly charges for Access Line Rates.
- B. A combination of certain Custom Calling and Advanced Calling Features are offered in a choice of packages, for a single monthly rate.
- C. No Service Connection Charges apply for ordering any Custom Calling Features, Advance Calling Features or package of features.
- D. From time to time, the Company may offer special promotions waiving the monthly rates for certain Custom Calling Features, Advanced Calling Features, or packages of features. In addition, the Company may, from time to time, offer special promotions waiving the monthly rates or installation charges, in conjunction with other services.



#### 3.3 Line Extensions

#### 3.3.1 Line Extensions to Temporary Locations

Service may be furnished to 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, and then the customer may be required to pay the entire cost of the new construction necessary to establish service.

### 3.3.2 Line Extensions to Permanent Locations

Residence Service: Under normal conditions, the Company will extend its lies to reach applicants within its exchange areas, without charge, it the premises is of a permanent nature and provided the applicant is within five miles of existing facilities. Should multiple applicants desire service at one location, the Company will extend its facilities five miles for each applicant.

Business Service: ICB

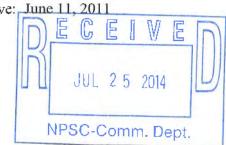
#### 3.3.3 Provision of Private Right-of-Way

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

#### 3.3.4 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.

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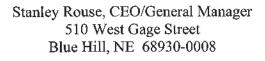
- 3.3 Line Extensions (cont'd.)
  - 3.3.4 Other Regulations (cont'd.)
    - C. If an applicant requests service and new facilities must be constructed, but the applicant does not have a domiciles at the location, prepayment of all new construction charges will be required.
    - D. The Company is in 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.

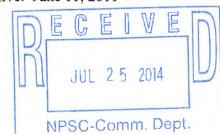
## 3.3.5 Application of Rates

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- A. If the requirements of an applicant or group of applicants exceeds the provisions listed in 3.3.2, construction charges in excess of the allowances described in 3.3.2 will apply. The construction charges for line extensions will be apportioned equally among all applicants of a group.
- B. Where construction charges for line extensions are applicable, the Excess Construction Charge shall be applied per one-tenth (1/10<sup>th</sup>) 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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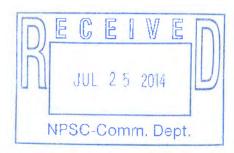
## 3.4 Directory Assistance

#### 3.4.1 General

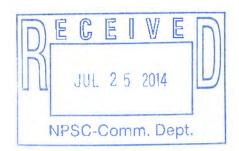
Directory Assistance service, as made available by the Company through this tariff, provides, upon customer initiated request from this Company's territory, published and non-listed telephone numbers within the same area code or Number Plan Area (NPA) form which the request is being initiated, i.e. within the 402 and 308 areas.

#### 3.4.2 Application of Rates

- A. The Directory Assistance Charges specified in this tariff apply when a customer initiates a call to Directory Assistance from the Company's serving territory and requests a telephone number within Nebraska and within the same area code or Number Plan Area (NPA) form which the request is being made.
- B. Directory Assistance Charges shall be billed to the customer on a per call basis.
- C. Directory Assistance Charges are not applicable to:
  - 1. Calls placed from Semi-Public Telephones.
  - 2. Calls placed from hotels and motels.
  - 3. Calls from hospitals that have, as their principal undertaking, the medical and surgical care of the sick and disabled and which provide telephones in the majority of the patient rooms.



- 3.4 Directory Assistance (cont'd.)
  - 3.4.2 Application of Rates (cont'd.)
    - C. Directory Assistance Charges are not applicable to (cont'd.):
      - 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, ophthalmology, optometrists, registered nurses, therapists, professional staffs of hospitals, institutions and public welfare agencies. Certification of physical disability sufficiently sever to prevent reading or using conventional reading materials may also be made by professional librarians or any person whose competence in this area is acceptable to the Librarian of Congress of the United States. This exception 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 to be used for personal use only and may not be resold.
      - 5. Calls placed to Directory Assistance by an operator in connection with operator-handled local and long distance calls.



## 3.5 Directory Listing Service

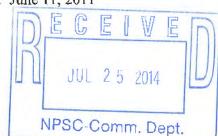
#### 3.5.1 General

- A. The regulations for directory listings, as provided in this section of the tariff, apply only to the information records and the alphabetical directory of 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.

## 3.5.2 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 of PBX trunks are consecutively operated, the first number of the groups is considered the primary listing. Additional stations will not be entitled to extra listings without charge.
- C. the names listed in Primary Listings shall be limited tone of the following:
  - 1. The individual name of the customer.
  - 2. The individual name of a member of the customer's family

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- 3.5 Directory Listing Service (cont'd)
  - 3.5.2 Primary Listing (cont'd.)
    - 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, and evidenced by signs on the premises, by letterheads, and by the name under which a bank account is maintained.
    - 5. The name under which a business is actually being conducted by someone other than the customer and which the customer or joint user is authorized by such other to use.
    - 6. The names of departments when such listings are deemed necessary from a public reference viewpoint.
    - D. Whenever any question arises as to the right of a customer to either list the name of a business which he claims he is authorized to represent or to use a listing which includes the trade name of another, the Company shall require the customer to secure from the owner of such name, written authorization, addressed to the Company, to accept for insertion or continue to use such name or listing. The company may refuse to accept or may delete such listing if such written authorization is withdrawn by such owner in writing to the Company.

#### 3.5.3 Non-Published Numbers

- A. 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.
- B. The omission of a Primary Listing form the directory does not entitle the customer to a credit to the customer's Local Exchange Service bill, not does it entitle the customer to an Extra Listing without charge in connection with other services for which the customer may be subscribing.



## 3.5 Directory Listing Service (cont'd)

#### 3.5.4 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 names of members of the customer's immediate family.
- 3. Ordinarily, all Regular Extra Listings must be of the same address and telephone number as the Primary Listing, except as provided below for Alternate Call Number Listings. However, when, in the opinion of the Company it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing may be permitted under the address of PBX station, or additional stations, installed on premises of the customer, but at an address different form 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.



## 3.5.4 Extra Listings (con't)

#### 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.
- F. Temporary Tenant Listings: Residence customers who lease their premises for a period of less than one year and who request the Company to render service to their tenant without a change in their contract with the Company may arrange for the listing of such tenant, provided the customer and the tenant do not occupy the premises at the same time.

## 3.5.5 Foreign Exchange Listings

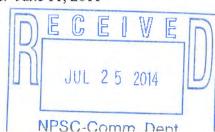
Foreign Exchange Listings are listings of customers located in an exchange other than the exchange in which the listed service is furnished.

#### 3.5.6 Application of Rates

- A. There is no charge for Primary Listings.
- B. Charges for Non-Published umbers, Extra Listings and Foreign Exchange Listings will be applied on a monthly basis. Multi-line customers desiring to have only their main billed telephone number listed in the directory will not be charged the monthly charges for Non-Published Numbers for the telephone numbers behind the main billed telephone number.

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- 3.5 Directory Listing Service (cont'd.)
  - 3.5.6 Application of Rates (cont'd.)
    - C. When Directory Listing Services are requested with the original order for Local Exchange Service, additional Service Order Charges will not apply. When any Directory Listing Service is ordered or changed after Local Exchange Service is initially ordered, a Name Change Charge will apply.
    - D. Except for Alternate Call Number and Office Hour Listings, Extra Listing charges will begin from the time the listing is posted on the information records. Information records are posted at the time of issue of the directory, as the customer may desire. Charges for listings of alternate call numbers and office hours become effective as of the date of the issue of directory.



#### 3.6 Miscellaneous Service

## 3.6.1 Telephone Number Change

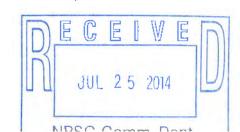
If a customer desires that his or her telephone number be changed regardless of whether it is published, unlisted, or unpublished, a Service Ordering Charge will apply.

## 3.6.2 Blocking of Pay-Per-Call Services

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

## 3.6.3 Presubscription

- A. Presubscription is the process by which end user customers may select and designate to the Company an interexchange carrier to place, without any special codes, their interLATA and intraLATA calls.
- B. An end user may select a primary interexchange carrier for all of its lines, or it may indicate a different interexchange carrier for each of its lines. Only one interLATA and intraLATA carrier may be selected for each line terminating in the same hunt group.
- C. After the end user's initial selection of an interLATA and intraLATA carrier or the designation that they do not want to presubscribed to any interexchange carrier, the end user will be charged for any change in selection. It is in addition to the interstate presubscription charge.
- D. In the event the end user is incorrectly presubscribed, due to misassignment on the part of the Company, no charge shall apply.



#### 3.6 Miscellaneous Service (cont'd.)

### 3.6.3 Presubscription (cont'd.)

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.

#### 3.6.4 Direct Inward Dialing (DID)

Direct Inward Dialing (DID) service is a special trunking arrangement which permits Incoming calls from the exchange network to reach a specific PBX station directly without an attendants assistance. DID service may be provided where CO facilities are available and where the customer-provided switching equipment (PBX) capabilities permit. DID sequential number block is a group of 20 telephone numbers in numeric order. One primary directory listing will be provided for each DID block of 20 numbers. Additional listings of each DID number may be provided subject to rates specified in Section 5.5.

#### 3.6.5 Nebraska Telephone Assistance Program

Nebraska Telephone Assistance (Lifeline Assistance) is a government assistance program developed to reduce rates for primary residential local exchange service to qualifying subscribers who receive income-based benefits. The assistance applies to a single telephone line or broadband service at the applicant's principal place of residence. The Company participates in this program to increase the availability of telecommunications services to all consumers in its service area. (N)

#### A. General Description

1. The Lifeline Assistance reduces an eligible customer's monthly rates for local service and qualifying broadband. An eligible customer receives a federally subsidized credit toward the monthly cost of basic telephone service and qualifying broadband service as annually defined by the FCC based on speed and capacity characteristics. (N)

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- 2. Lifeline Assistance reduces an eligible customer's monthly rates for local service. An eligible customer receives a state subsidized credit toward the monthly cost of basic telephone service. This program may be combined with the federal Lifeline Assistance to reduce an eligible customer's monthly rates for local service. (N)
- 3. Eligible customers may obtain Toll Blocking or Limited Toll Blocking free of charge. Toll Blocking is a service that does not allow any toll calls (1+, or 0+). Limited Toll Blocking provides the customer with limited ability to make toll calls by dialing 0+, and using a calling card, credit card, or prepaid calling card. Billed number screening is applied to all lines equipped with Toll Blocking or Limited Toll Blocking. Billed number screening prevents most third party and collect calls from being charged to the access line. (N)
- 4. Eligible customers that elect to take Toll Blocking will not be required to pay a service deposit. (N)
- 5. Service will not be disconnected for nonpayment of toll as long as the eligible customer continues to pay the local service charges. In addition, the Company will not deny reestablishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges. Lifeline Assistance will not be connected if an outstanding balance is owed by the customer for local service. (N)

#### B. Undertaking of the Telephone Company

- The Telephone Company will begin providing the services and Lifeline Assistance Program discounts described in Section 3.6.5 preceding on the date this tariff is approved or becomes effective by operation of law. (N)
- 2. The Telephone Company will waive the Service Order Charges to change to or from the Lifeline Assistance Program due to change in eligibility status. (N)

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3. The Telephone Company will keep accurate records of the revenues they forgo in reducing their customary charges as a result of this program in conformity with 47 CFR §54.403 and §54.411. Pursuant to 47 CFR §54.401(d) the Telephone Company will provide the records to the federal Administrator.

If the Company receives notification from the program administrator that the subscriber is receiving Lifeline Assistance from another eligible telecommunications carrier or that more than one member of the subscriber's household is receiving Lifeline Assistance, the subscriber will be deenrolled from Lifeline Assistance without notice within five (5) business days following the Company's receipt of that notice. (N)

4. The Company will process all applications and apply the appropriate credit on the customer's monthly bill. A secondary service charge is not applicable for existing customers who subscribe to Lifeline Assistance. (N)

#### C. Limitations

- 1. The discounts are applicable only on the end user's principal residence line. (N)
- 2. Partial payments that are received from Lifeline customers will first be applied to local service charges and then to any outstanding toll charges. (N)
- 3. One low income credit is available per household, which may be applied towards a qualifying wireline service, broadband service or a bundled voice and data service package.

  Customers are not eligible to receive a credit from the Company if they receive a Federal Lifeline Program credit for a service provided by another Eligible Telecommunications

  Carrier or Lifeline Broadband Provider.

  (N)
- 4. A Lifeline customer may subscribe to any local service offering available to other residential customers. (N)
- D. Obligations of the End User

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The end user seeking the Lifeline Assistance discounts are responsible for providing acceptable documentation as poof of their eligibility.

The Company will confirm a subscriber's continued eligibility to receive Lifeline service on an annual basis by requiring the subscriber to sign a certification as to his/her present qualifications for Lifeline Assistance. Upon a determination of ineligibility, the credit will be discontinued on the bill if the customer fails to provide proof of eligibility within thirty (30) days following written notification to the customer.

To constitute a qualifying low-income customer eligible to receive Lifeline Assistance, a customer must meet the requirements set forth in either paragraph 1 or 2 below:

(N)

- 1. A customer's household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size;
  - (a) For purposes of these rules, "income" is defined as all income actually received by all members of a household. This includes salary before deductions for taxes, public assistance benefits, social security payments, pensions, unemployment compensation, veteran's benefits, inheritances, alimony, child support payments, work's compensation benefits, gifts, lottery winnings, and the like. The only exceptions are student financial aid, military housing and cost-of-living allowances, irregular income from occasional small jobs such as baby-sitting or lawn mowing, and the like.
  - (b) A "household" is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen (18) years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen (18) living with their parents or guardians are considered to be part of the same household as their parents or guardians.

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- 2. Lifeline Assistance is also available to all residential customers who participate in any of the following low income assistance programs. A subscriber will also be considered to be eligible even if he does not personally participate in any of the following programs, so long as an individual who lives in his household, and for whom he is financially responsible, does participate in at least one of these programs.
  - (a) For purposes of these rules, "income" is defined as Supplemental Security Income (SSI)
  - (b) Supplemental Nutrition Assistance Program (SNAP)
  - (c) Medicaid
  - (d) Federal Public Housing Assistance/Section 8
  - (e) Veterans Pension Benefit and Survivors Pension
- 3. In addition to meeting the qualifications provided in paragraph 1 or 2 of this section, in order to constitute a qualifying low-income customer, a customer must not already be receiving a Lifeline Assistance, and there must not be anyone else in the subscriber's household subscribed to a Lifeline Assistance. (N)
- E. Payment Arrangements and Credit Allowances

Payment arrangements and credit allowances are as follows:

Federal Lifeline for voice and qualifying Broadband	\$9.25
Federal Lifeline for voice only or voice and	
non-qualifying Broadband	\$5.25
Nebraska Telephone Assistance Program	\$3.50
	(N)

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Section 4. <u>Descriptions of Custom Calling and Advanced Calling Features</u> (cont'd.)

### 4.2 Advanced Calling Features

Advanced Calling Features allow the customer to efficiently manage communications over their local telephone line. Advanced Calling Features offered by the company include the following:

Advanced Call Waiting lets you turn Call Waiting ON and OFF for a certain time period such as weekly, or for certain days or at certain times, even in 15 minute increments. After that time period, Call Waiting turns back on automatically.

<u>Call Rejection, Anonymous</u> allows a Caller ID subscriber to reject incoming calls which have deployed Caller Number Delivery Blocking.

<u>Call Rejection</u>, <u>Selective</u> allows the customer to create a list of specific phone numbers from which calls will not be accepted. An announcement informs the calling parties on the list that the customer is not receiving calls.

On-Call Manager 3 Ensures that important calls get answered - even after business hours. You control who receives these important calls by simply organizing the online scheduler.

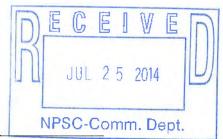
One Number Service Lets customers use a landline number as your one number and then forward those calls to wherever you want - wireless phone, home, vacation home, anywhere. Plus, you keep those other numbers private.

<u>Parental Control</u> Allows you to: set restrictions on additional phone lines for long distance; to block certain per call charges; or to deactivate Three-Way Calling.

Privacy Manager (D)

<u>Voicemaxx</u> (D)

Blue Hill, NE 68930-0008



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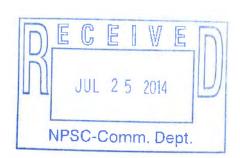
1<sup>st</sup> Revised Page Number 65

Section 4. <u>Descriptions of Custom Calling and Advanced Calling Features</u> (cont'd.)

4.2 Advanced Calling Features (cont'd.)

Voicemaxx Premium

(D)



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## Section 5. Rate List

## 5.1 Local Exchange Service

5.1.1 Business Access Lines

Access Line Rates

\$29.95/line/month

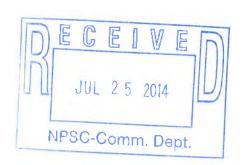
(I)

5.1.2 Residence Access Lines

Access Line Rates

\$19.95/line/month

(I)



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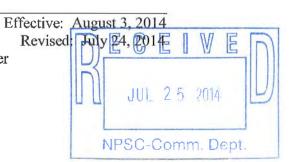
Effective: August 3, 2014 Revised: July 24, 2014

# Section 5. Rate List (cont'd.)

# 5.2 Custom Calling and Advanced Calling Features

Custom Calling Features:	Monthly Charges/Line	
Automatic Recall	\$3.00	(R)
Call Forwarding	\$2.00	(I)
Call Forwarding Busy Line	\$2.00	3 *
Call Forwarding Remote Access	\$1.75	
Caller ID	\$4.50	
Caller ID with Name and Number	\$1.00*	
Call Number Delivery Blocking/Per-Line B	asis \$1.75	(I)
Call Waiting	\$1.75	
Call Waiting Cancel	\$1.00	
Call Waiting with Caller ID	\$2.00*	(R)
Customer Originated Trace	\$5.00	, ,
Distinctive Ringing/Call Waiting	\$2.00	
4-Digit Dialing	\$1.00	(N)
Originating Call Management	\$5.00	
Per-Call Blocking	Free	
Selective Call Acceptance	\$2.00	
Selective Call Forwarding	\$2.00	
Selective Call Rejection	\$2.00	
Speed Calling	\$1.75	
Speed Calling 30	\$4.00	
Teen Service	\$4.00	
Telemarketing Call Screening	\$4.00	
Three-Way Calling	\$1.75	(I)
Toll Denial	no charge	
Voice Announcement	\$3.00	
Voice Mail to email	\$0.00**	(N)
Voice Mail to email, per additional email ad	dress \$1.00**	(N)
* Caller ID feature is required to subscribe t	o this service	
**Voice Mail required to subscribe to this s	ervice	
Packages:	ICB	
Advanced Calling Features:		
Advanced Call Waiting	\$ 5.00	
Call Rejection, Selective	\$ 3.50	(N)
Call Rejection, Anonymous	\$ 2.00	(N)
On Call Manager 3	\$10.00	(11)
One Number Service	\$10.00	
OTA LANGOAL MALAIAA	ΨΙΟΙΟΟ	

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Section 5. Rate List (cont'd.)

# 5.2 Custom Calling and Advanced Calling Features

Parental Control	\$ 7.00	
Privacy Manager		(D)
Voice Maxx		(D)
Voice Maxx Premium		(D)
Packages:	ICB	



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Section 5. Rate List (cont'd.)

5.3 Line Extensions

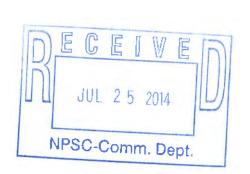
Excess Construction Charge Residence: Per one-tenth route mile or faction

thereof

\$120.00

Business:

**ICB** 



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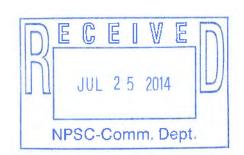
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Section 5. Rate List (cont'd.)

# 5.5 Directory Listing Service

Primary Listing	no charge	
Non-listed Telephone Number	\$2.00/month	(N)
Non-published Telephone Number	\$2.00/month	(N)
Extra Listings	\$1.00/month	(N)
Foreign Exchange Listings	\$2.00/month	(N)



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Section 5. Rate List (cont'd.)

5.6 Miscellaneous Services

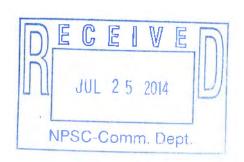
5.6.1 Presubscribed Interexchange Carrier (PIC) Change Charge – Intrastate

\$ 5.00/line

5.6.2 DID Service - Block of 20

\$20.00

(N)



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Section 5. Rate List (cont'd.)

## 5.7 Service Charges

### 5.7.1 Service Ordering Charges

Connection – Residence/Business \$20.00

Moves and Changes – Residence/Business \$20.00

Reconnect Fees (non-pay disconnects)-

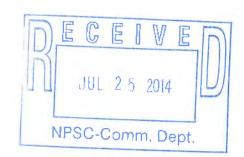
Per Service, In Glenwood Territory, Residence/Business \$15.00 (R) Per Customer, In Superior, Guide Rock, Wireless Internet \$30.00 (R)

### 5.7.2 Travel Charges

Residence \$25.00 Business \$25.00

5.7.3 Insufficient Funds Check Charge Insufficient Funds Check Charge

\$30.00 (R)



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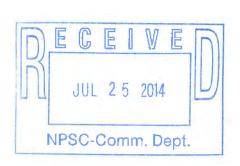
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Section 5. Rate List (cont'd.)

5.8 Bundled Packages

Reserved for future use



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# 5.9 Taxes and Surcharges

5.9.1 Dual Party Relay Surcharge.

The Nebraska Dual Party Relay Surcharge is two cents (\$.02) for the first on hundred (100) access lines per subscriber per month. (M)(R)



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