# Hamilton Telephone Company

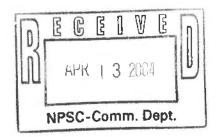
Local Exchange Service Tariff 2

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## Hamilton Telephone Company 1001 12<sup>th</sup> Street Aurora, NE 68810 (402)694-5101

### Local Exchange Service Tariff 2

### SECTION 1. GENERAL

## 1.1 Purpose of the Company

Hamilton Telephone Company, hereinafter referred to as the Company, is a local exchange carrier authorized and obligated to provide local exchange telephone service within the territories certificated to it by the Nebraska Public Service Commission (Commission). The Company furnishes local exchange telephone services in accordance with this tariff on file with the Commission.

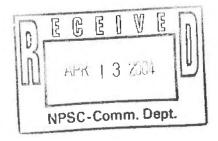
## 1.2 Exchange Areas

#### 1.2.1 Exchange Area Description

The exchange area of each exchange includes the urban area and the rural territory surrounding each town as reflected on the exchange area maps. Hamilton Telephone Company is authorized to provide service for the following exchanges: Aurora; Doniphan; Giltner; Hampton; Hordville; Marquette; Phillips; Stockham; and Trumbull.

## 1.2.2 Exchange Area Maps

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



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## 1.3 Tariff

## 1.3.1 Tariff Applicability

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

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

### 1.3.2 Inspection of Company's Tariff

A copy of the Company's tariff will be on file for inspection at the business office of the Company during normal business hours. The Company will not refuse permission to anyone requesting to inspect its effective tariffs.

#### 1.3.3 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
- (N) Signifies a new rate, treatment or regulation
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate
- (T) Signifies a change in text only no change in rate, treatment or regulation
- (Z) Signifies a correction

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SECTION 2. RULES AND REGULATIONS

## 2.1 Establishment of Service

### 2.1.1 Application for Service

A. Applications for service will be made at the business office of the Company or by contacting the business office of the Company by telephone during normal working hours.

B. The applicant agrees to abide by the rules and regulations of the Company as specified in this tariff on file with the Commission.

C. It is the responsibility of the customer or his agent to provide all easements, information and assistance as may be required by the Company for the installation of service. No service may be established until all easements have been provided without charge to the Company.

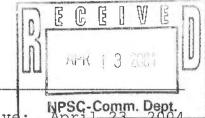
## 2.1.2 Credit and Deposit Requirements

A. The Company may request a customer to make a cash deposit to establish credit or if the customer has credit that is unsatisfactory in the sole judgment of the Company.

B. The Company will pay interest on a deposit at the minimum rate established by the Nebraska Public Service Commission. Interest will accrue following acceptance of the deposit.

C. In the case of residential and business service, the deposit and accrued interest will be credited to the customer's bill after six (6) months of prompt payment.

D. At time of disconnect, the deposit and any accrued interest will be applied to the customer's bill and any credit balance will be refunded to the customer.



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#### 2.1 Establishment of Service (cont'd.)

#### 2.1.2 Credit and Deposit Requirements (cont'd.)

E. A guarantor who is satisfactory to the Company will be accepted in lieu of a deposit. A guarantor's liability will be the maximum allowed pursuant to the Nebraska Public Service Commission's regulations.

## 2.1.3 Service Charges

Service Charges consist of the following:

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

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



#### 2.1 Establishment of Service (cont'd.)

- 2.1.4 Nebraska Telephone Assistance Program (NTAP)
  - Nebraska Telephone Assistance Program (NTAP) is Α. part of a national program (called Lifeline) designed to promote universal service for lowincome households.
  - Β. NTAP provides for qualifying low-income consumers to pay reduced monthly charges. NTAP monthly service reductions include:
    - 1) Federal Lifeline Support Credit of \$9.25. The \$9.25 credit can be applied when the Lifeline customer has: (a) a voice service in combination with a broadband internet access service (BIAS) that meets the minimum standard, or (b) a standalone BIAS service that meets the minimum standard.
    - 2) Federal Lifeline Support Credit of \$5.25. The \$5.25 credit can be applied when the Lifeline customer has: (a) a standalone voice service, or (b) a voice service in combination with a BIAS service that does not meet the minimum standard.
    - 3) A monthly reduction in the amount of \$3.50 from the Nebraska Universal Service Fund. The \$3.50 can be applied when a standalone voice service is offered or when voice service is offered in combination with a broadband internet access service (BIAS).
  - C. The following eligibility requirements apply:

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

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

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

(C) (C)

# Section 2

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2.1 Establishment of Service (cont'd.)

- 2.1.4 Nebraska Telephone Assistance Program (NTAP) (cont'd.) (Z)
  - D. NTAP services include:
    - voice grade access to the public switched network
    - 2) local usage at no additional charge
    - 3) access to emergency services
    - 4) toll limitation services

E. Toll blocking is offered to qualifying consumers at no charge.

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

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

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

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#### Refusal and Disconnection of Service 2,2

#### 2.2.1 Refusal of Service

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

A. An applicant is indebted to the 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.

Ε. An applicant does not provide a deposit required by the Company.

F. An applicant's account is not guaranteed by a third party as required by the Company.

G. An applicant is in violation of governmental or Company rules or 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.

The Company may refuse to furnish or may Η. 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. E Ģ R

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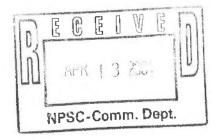
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#### 2.2 Refusal and Disconnection of Service (cont'd.)

### 2.2.2 Disconnection of Service

A. The Company may 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.
- 2. Failure to make good a nonsufficient funds check.
- 3. Failure to make payments on an agreement concerning a previous debt.
- 4. The Company's facilities are damaged, tampered with or repaired by customer.
- 5. Access to customer property necessary to provide service is denied to the Company.
- 6. Use of service or Company owned facilities in an unlawful manner.
- 7. Use of Customer Owned and Maintained equipment by the customer which does not meet standards as specified in Part 68, Chapter 1, Title 47 of the Code of Federal Regulation.
- 8. The Company may refuse to furnish or may discontinue telephone service to any person, firm or corporation who uses facilities furnished by the Company in a manner which could reasonably be considered threatening or frightening to others or who uses Company facilities for the impersonation of another. Company personnel are not required to continue conversations with customers who use foul, abusive, obscene or profane language.



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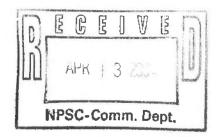
## 2.2 Refusal and Disconnection of Service (cont'd.)

## 2.2.2 Disconnection of Service (cont'd.)

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

C. 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 not possible, but the Company will make every reasonable effort to provide notice to the customer.
- 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.



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#### 2.3 Initial/Minimum Contract Periods

Except as hereinafter provided or specifically stated in this tariff or where service is provided under a special written agreement, the initial/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 and installation and other nonrecurring charges, if any, as specified under the appropriate rate schedule.

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

## 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.

## 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 would not have otherwise been incurred had the customer not advised the Company to proceed with such installation. These costs may include preliminary engineering, drawing and material costs.



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#### 2.5 Billing Procedures and Payment Requirements

#### 2.5.1 General Policies

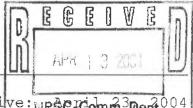
A. The customer is required to pay all charges for exchange services and facilities.

B. Recurring exchange service charges will be billed monthly in advance. Nonrecurring 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. 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.

D. 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 Nebraska Public Service Commission, and the customer still will not pay the amount due, the Company may then disconnect service. The customer, or the Company, may make application to the Commission for review. Their decision will be final, subject only to legal redress as the parties involved may choose to exercise. The Commission may prohibit such disconnection pending review of the dispute.

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



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

## 2.5.2 Taxes and Surcharges

Any applicable taxes or surcharge will be added to the customer's billing.

Telecommunications Relay Surcharge - The Telecommunications Relay Service (TRS) Surcharge, f/k/a the Nebraska Dual Party Relay Surcharge, is three cents (\$.03) or functional equivalent per subscriber per month.

2.5.3 Nonsufficient Funds Checks

A. Checks on banks will be accepted for payment of bills or other amounts due to the Company.

B. A Nonsufficient Funds Check Charge will apply if the customer submits payment for service using a nonsufficient funds (NSF) check. This charge will be due at the time the customer makes good the NSF check.

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Section 2 Original Sheet 2-11

## 2.6 Customer Complaints

Customer complaints made to the Company will be promptly investigated in a fair manner and the results reported to the complainant. The complainant may also file a complaint with the Nebraska Public Service Commission:

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

The Company shall refrain from suspending or terminating service for nonpayment 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.

### 2.7 Obligations and Liabilities of the Parties

2.7.1 The customer obligations and liabilities include the following:

A. The customer shall pay all charges to the Company due under this tariff.

B. The Company's equipment and lines furnished shall be used carefully and cared for by the customer, and shall be surrendered to the Company upon termination of the customer's right of use in as good condition as when received, ordinary wear and tear alone excepted.

C. The customer is liable for and shall reimburse the Company for the cost of replacement, installation or repair of any facility or equipment subscribed to by him which is lost or damaged for any reason or cause whatsoever, including but not limited to theft, vandalism, negligence or will ful injury.

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### 2.7 Obligations and Liabilities of the Parties (cont'd.)

2.7.1 The customer obligations and liabilities include the following: (cont'd.)

D. In the event that the customer provides, maintains or attempts to maintain inside wire, the customer assumes the risk of loss of service, damage to property or death to or injury of the customer. The customer will save the Company harmless from any and all liability, claims or damages arising out of the customer's wire provision or maintenance activity.

2.7.2 Company obligations and liabilities are governed by the following:

A. The liability of the Company for any loss or damage arising from any act, omission, mistake, interruption or delay, or defect in transmission in the course of furnishing services or facilities which is not caused by the negligence or willful act of the customer shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which the event creating liability occurs. All claims or suits of customer or any others, except claims or suits associated with the Company's willful misconduct, are subject to this limitation. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a credit allowance for interruption of service.

B. When the facilities or equipment of other telephone companies are used in connecting points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.

C. The Company shall not be liable for any accident or injury occasioned by apparatus or equipment provided by it when such accident on injury is not due to the negligence of the Company

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## 2.7 Obligations and Liabilities of the Parties (cont'd.)

2.7.2 Company obligations and liabilities are governed by the following: (cont'd.)

The Company shall make all reasonable efforts to D. prevent and, where applicable, repair interruptions in service, but does not guarantee the uninterrupted working to its lines or equipment. The Company shall provide allowance for interruption in service when such interruption shall have continued for a period of more than twenty-four (24) hours after detected by or reported to the Company. However, when interruption is not due to the Company's negligence or willful act, (e.g., widespread disaster)allowance shall be provided only if the interruption shall have continued for a period of seven (7) days after detected by or reported to the Company. An adjustment in charges or a refund to the customer based upon a pro rata portion of the monthly service and equipment rental charge for the period of interruption shall be made by the Company as allowance becomes due. Adjustments in charges for interruptions reported to the Company that shall have continued for periods less than those described shall be made at the Company's discretion as circumstances warrant. No allowance shall be made for interruption due to negligence or willful conduct on the part of the customer.

E. The Company shall not be liable for damages to premises resulting from placement or removal of the Company's equipment and associated wiring on such premises when such damage is not caused by the Company's services.

F. The Company shall not be liable for damages associated with customer-provided equipment used in connection with Company's services.



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### 2.7 Obligations and Liabilities of the Parties (cont'd.)

2.7.2 Company obligations and liabilities are governed by the following: (cont'd.)

G. The customer shall indemnify, defend and save Company harmless against claims for libel, slander, infringement or copyright arising from the use of material transmitted over its facilities, or infringement of patents arising from combining with or using in connection with the facilities of the Company, apparatus or systems of the customer. Further, the customer shall indemnify, defend and save the Company harmless against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company.

## 2.7.3 Allowance for Failure of Service

A. The Company does not guarantee the uninterrupted working of its lines or equipment. No reduction from the exchange service charge shall be made for interrupted service unless the interruption shall have continued for a period of more than twenty-four (24) hours after the Company shall have received notice of the interruption.

B. In case of widespread disaster, resulting in interruption to the service, no reduction from the exchange charge shall be made unless the same shall have continued for a period of more than one week. In no case shall the adjustment of charges exceed the exchange rental charges for the equipment which has been rendered inoperative or for the expired time in which the equipment has been inoperative.

## 2.8 Construction Charges

A. All rates and charges quoted in this tariff provide for the furnishing of associated channel equipment or facilities where plant facilities are available or when the construction of the necessary facilities does not involve unusual costs. Likewise the rates and charges quoted in this tariff contemplate the use of associated channel APR | equipment and wiring of standard type and finish.

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#### 2.8 Construction Charges (cont'd.)

B. When, in the judgment of the Company, the revenue to be gained does not justify the Company extension of facilities, then a construction charge shall be applied. Such charge shall be apportioned equally among all applicants for service. Construction charges will be made to cover all or a portion of the unusual costs involved in the establishment of service, in addition to the rate for the service furnished. Also, where special arrangements or assemblies of associated channel equipment or wiring are desired, special charges are made as indicated.



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SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

#### 3.1 Local Exchange and Extended Area Service

#### Description of Local Exchange Service 3.1.1

Local exchange service is available to the general public through facilities owned and operated by the Company. In addition to providing for communication between two 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 calls or extended area service calls.

#### Description of Extended Area Service 3.1.2

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

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

Exchange

#### EAS to

Aurora

Doniphan, Giltner, Hampton, Hordville, Marquette, Phillips, Stockham, Trumbuli 3 APR -NPSC-Comm. Dept.

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### 3.1 Local Exchange and Extended Area Service (cont'd.)

## 3.1.2 Description of Extended Area Service (cont'd.)

B. . . EAS Service is available in the following exchanges: (cont'd.)

Exchange

#### EAS to

Doniphan

Aurora, Giltner, Hampton, Hordville, Marquette, Phillips, Stockham, Trumbull

Grand Island/Hansen (\$.75/month)

Aurora, Doniphan, Hampton, Hordville, Marquette, Phillips, Stockham, Trumbull

Aurora, Doniphan,

Giltner

Hampton

Hordville

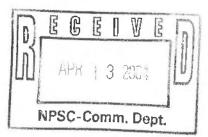
Marquette

Giltner, Hordville, Marquette, Phillips, Stockham, Trumbull Aurora, Doniphan,

Giltner, Hampton, Marquette, Phillips, Stockham, Trumbull

Central City (\$.50/month)

Aurora, Doniphan, Giltner, Hampton, Hordville, Phillips, Stockham, Trumbull



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## 3.1 Local Exchange and Extended Area Service (cont'd.)

#### 3.1.2 Description of Extended Area Service (cont'd.)

B. . . . EAS Service is available in the following exchanges: (cont'd.)

# Exchange Phillips Aurora, Doniphan, Giltner, Hampton, Hordville, Marquette, Stockham, Trumbull Grand Island (\$.50/month) Stockham Aurora, Doniphan, Giltner, Hampton,

EAS to

Hordville, Marquette,

Phillips, Trumbull Trumbull Aurora, Doniphan, Giltner, Hampton, Hordville, Marquette, Phillips, Stockham

#### 3.1.3 Application of Rates

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

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

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## 3.2 Direct-Inward-Dialing Service

## 3.2.1 General

A. Direct-Inward-Dialing (DID) Service is a special trunking arrangement that permits incoming calls from the exchange network to reach a specific Private Branch Exchange (PBX) station directly without an attendant's assistance. DID Service may be provided where central office facilities are available and where the customer-provided switching equipment capabilities permit. The PBX must comply with Part 68 of the Federal Communications Commission's Rules and Regulations (47 CFR Part 68).

B. Sequential numbers may be assigned if blocks of numbers are available and at the discretion of the Company. Blocks will be assigned in groups of one-hundred (100) numbers.

C. DID trunk interface may be either analog or digital.

D. For DID digital trunks, a customer must order a minimum of eight (8).

## 3.2.2 Application of Rates

All charges associated with DID Service will be determined on an Individual Case Basis (ICB).

#### 3.3 Toll Restriction

#### 3.3.1 General

Toll Restriction limits the use of the customer's access line to local calls. Access lines are restricted from placing "1+" and "0+" calls, with the exception of 1+ 8XX number calling.

## 3.3.2 Application of Rates

Toll Restriction is charged at a monthly rate  $e_{1}$  is V access line. This charge is in addition to monthly charges for access lines.

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#### 3.4 Custom Calling Features

## 3.4.1 General

Certain optional features are available to customers as enhancements to Local Exchange Service. These features are as follows:

A. <u>Call Waiting</u> provides a short tone signal indicating that another person is trying to call the customer when the customer is using the phone.

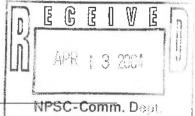
B. <u>Call Waiting with Cancel</u> allows the customer to deactivate the Call Waiting feature by dialing a deactivation code on the telephone prior to initiating a call. Call Waiting is reactivated upon termination of the call.

C. <u>Call Forwarding - Busy</u> allows the customer to automatically forward calls from his phone to another number when his phone line is in use. Calls may be forwarded to local or long-distance numbers. (Long-distance charges apply on long-distance calls.)

D. <u>Call Forwarding - No Answer</u> allows the customer to re-direct incoming calls to a pre-designated telephone number when his telephone is not answered. Calls may be forwarded to local or long-distance numbers. (Long-distance charges apply on longdistance calls.)

E. <u>Call Forwarding - All Calls</u> allows the customer to temporarily forward incoming calls to the customer's telephone number to another number of the customer's choosing.

F. <u>Call Forwarding - Preferred</u> allows the customer to forward all incoming calls from a selected and programmed list of telephone numbers to the customer's forward-to number. Calls from numbers not on the list are not forwarded.



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#### Custom Calling Features (cont'd.) 3.4

3.4.1 General (cont'd.)

. . . These features are as follows: (cont'd.)

G. <u>Call Forwarding - Remote</u> allows a customer without a physical local address to order local telephone service and publish the corresponding number. Calls to that number are then forwarded to the telephone number associated with the customer's physical location. The charge for this service is in addition to the monthly charge for the access line to which calls are forwarded. If the number to which calls are forwarded is outside the exchange, toll charges apply.

H. Three (3) - Way Calling allows the customer to talk to two different people at the same time, to add a second person to a call, or to put one call on hold and make a second call.

I. Three (3) - Way Calling With Transfer allows the customer to talk or transfer a call to another number, thus connecting two other parties.

J. Eight (8) Number Speed Calling allows the customer to reach eight (8) frequently called numbers by dialing just one (1) or two (2) digits instead of the entire telephone number.

K. Thirty (30) Number Speed Calling allows the customer to reach thirty (30) frequently called numbers by dialing just two (2) digits instead of the entire telephone number.

L. Last Call Return allows the customer to dial a code to have a call automatically returned to the last party that called or attempted to call.

M. Repeat Dialing allows the customer to dial a code to have his phone keep trying a busy number for up to thirty (30) minutes. When the called part S line is available, the customer is alerted with and special ring and the call is automatically placed. when the customer picks up the receiver.

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Section 3 Original Sheet 3-7

## 3.4 Custom Calling Features (cont'd.)

3.4.1 General (cont'd.)

. . . These features are as follows: (cont'd.)

N. <u>Call Hold</u> allows the customer to put a call on hold and make another call or hang up and retrieve the call at another extension on his line.

O. <u>Direct Connect</u> automatically dials a preprogrammed number when the customer picks up his phone. Programming changes are made by the Company.

P. Unique Ring allows the customer to program his phone to ring with a distinctive ringing pattern whenever called from a pre-selected list of telephone numbers.

Q. <u>Call Acceptance</u> allows the customer to create a pre-selected list of phone numbers from which he will receive calls. Callers from numbers not on the list receive an announcement that informs them that the customer is not accepting calls.

R. <u>Call Rejection</u> allows the customer to create a pre-selected list of phone numbers from which they will not receive calls. When calls are received from one of the numbers on the list, the calls will be sent to a recorded announcement.

S. <u>Caller ID Number</u> displays the telephone number of the calling party. This feature requires the use of a Caller ID display unit or a Caller ID telephone.

T. <u>Caller ID Name and Number</u> displays the telephone number and name of the calling party. This feature requires the use of a Caller ID display unit or a Caller ID telephone.
U. <u>Six-Way Conferencing</u> allows a customer and fiven other parties to talk on the same call. The call

U. <u>Six-Way Conferencing</u> allows a customer and five other parties to talk on the same call. The call can be local, long distance, or combination of both (Toll charges apply to those calls adding on longdistance parties.)

Section 3 Original Sheet 3-8

#### 3.4 Custom Calling Features (cont'd.)

- 3.4.1 General (cont'd.)
  - . . . These features are as follows: (cont'd.)

V. <u>Permanent Caller ID Blocking</u> allows the customer to block his name and number from appearing on the called party's Caller ID display unit or telephone.

W. <u>Personalized Ringing</u> allows the customer to have up to four telephone numbers with a single telephone line. Each number has its own distinctive ring.

## 3.4.2 Application of Rates

A. Custom Calling Features are charged at monthly rates per access line. Custom Calling Feature charges are in addition to monthly charges for access lines.

B. Nonrecurring and recurring charges associated with Custom Calling Features may be waived or altered by the Company from time to time for promotional purposes.

NPSC-Comm. Dept.

Section 3 Original Sheet 3-9

## 3.5 Directory Listing Service

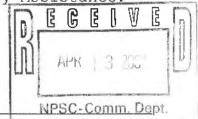
## 3.5.1 Primary Listing

A. Each subscriber is entitled to one free directory listing, termed the Primary Listing.

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

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

- 1. The individual name of the customer.
- 2. The individual name of a member of the customer's family.
- 3. The names of two members of a customer's family (e.g., Smith, John & Jane).
- 4. The name under which the customer or joint user is actually doing business, as evidenced by signs on the premises, by letterheads, or by the name under which a bank account is maintained.
- 5. The name under which a business is actually being conducted by someone other than the customer and which the customer or joint user is authorized by such other to use.
- The names of departments when such listings are deemed necessary from a public reference viewpoint.
- 3.5.2 Non-Listed and Non-Published Telephone Numbers
  - A. Non-Listed Numbers are provided to customers who request that the Primary Listing be omitted from the directory, but that their name and number still be available from Directory <u>Assistance</u>.



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#### 3.5 Directory Listing Service (cont'd.)

3.5.2 Non-Listed and Non-Published Telephone Numbers (cont'd.)

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

C. The Company will provide customer names, addresses and telephone numbers for use in identifying the location and/or identity of a person calling a 911 Public Safety Answering Point. This information is not used or disclosed outside the 911 system agency for any other purpose than responding to a 911 call.

#### 3.5.3 Additional Listings

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

A. Additional 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 a 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, or commodity, will be accepted.

B. Additional Listings for residential customers may be the names of members of the customer's immediate family.

## 3.5.4 Extra Directory Lines

NPSC-Com Extra Directory Lines include captions, subheadin n. or any additional text requested by the customer that requires additional lines in the directory.

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Section 3 Original Sheet 3-11

#### 3.5 Directory Listing Service (cont'd.)

#### 3.5.5 Foreign Listings

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

#### 3.5.6 Intra-exchange Listings

Intra-exchange Listings are listings of customers located in other Company exchanges who are listed in the Aurora exchange.

### 3.5.7 Joint User Directory Listings

Joint User Directory Listings are available to customers who share local exchange telephone service with another customer.

## 3.5.8 Application of Rates

A. There is no charge for Primary Listings.

B. Charges for Non-Listed and Non-Published Numbers will be applied on a monthly basis.

C. Additional Listing Charges will be applied on a monthly basis.

D. An Extra Directory Lines Charge will be applied monthly.

E. Foreign Listings will incur a monthly charge.

F. Intra-exchange Listings will incur a monthly charge.

G. A Joint User Listing Charge will apply monthly.

H. A nonrecurring charge will apply in addition to the monthly charge for the above services, if the Directory Listing Service is ordered after the initial order for service.

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#### 3.6 Leased Cable Pairs

## 3.6.1 General

A. Leased Cable Pairs for services that are not central office switched, such as for PBX or key system tie lines, alarm circuits, control circuits, metering circuits, or non-telephone circuits will be furnished where facilities are available.

B. Off-premises extensions, Leased Cable Pairs that are switched at the central office and allow the customer to answer incoming calls for and make outgoing calls from one access line at two or more locations, will be offered where available.

C. Bridge Local Service allows the customer to have the same telephone number at two separate premises. This service can be provided on a temporary or permanent basis.

## 3.6.2 Application of Rates

A. For Leased Cable Pairs that are not central office switched, recurring and nonrecurring charges will apply.

B. For Leased Cable Pairs that are switched at the central office, recurring and nonrecurring charges will apply.

C. For Bridge Local Service monthly and nonrecurring charges apply.

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Section 3 Original Sheet 3-13

#### 3.7 Blocking 9XX Pay-Per-Call Services

3.7.1 General

The Company will, where technically feasible, and upon request of the subscriber, provide blocking on 9XX pay-per-call services. After the initial request, requests must be submitted to the Company in writing.

#### 3.7.2 Application of Rates

A. Initial blocking of 9XX pay-per-call services will be offered at no charge to the customer.

B. For all subsequent blocking requests a nonrecurring Work Order/Central Office charge will apply.

## 3.8 Presubscription

#### 3.8.1 General

A. Presubscription is the process by which end user customers 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 (PIC) 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 lines terminating in the same hunt group.

### 3.8.2 Application of Rates

A. After the end user's initial selection of an interLATA and intraLATA carrier or the designation that he does not want to presubscribe to any interexchange carrier, the end user will be charged a one-time PIC change charge for any changes in selection.

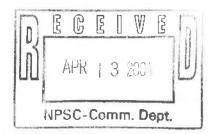
Section 3 Original Sheet 3-14

#### 3.8 Presubscription (cont'd.)

### 3.8.2 Application of Rates (cont'd.)

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

C. 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 the assignment, the Company will apply the charge to the responsible interexchange carrier and assign the end user to an interexchange carrier of his choosing.



# Section 4 4th Revised Sheet 4-1

SECTION 4. RATE LIST

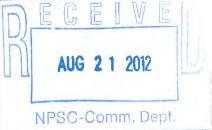
# 4.1 Local Exchange and Extended Area Service

# 4.1.1 Central Office Access Lines

Residence, Business,		
Pay Station Access Lines	Monthly Rate	
Aurora	\$17.95	(I)
Doniphan	\$17.95	
Giltner	\$17.95	1
Hampton	\$17.95	
Hordville	\$17.95	
Marquette	\$17.95	
Phillips	\$17,95	
Stockham	\$17.95	
Trumbull	\$17.95	1 (I)

## 4.1.2 Extended Area Service (EAS)

	EAS To	Monthly EAS Adder
Aurora	Doniphan Giltner Hampton Hordville Marquette Phillips Stockham Trumbull	None None None None None None None
Doniphan	Aurora Giltner Grand Island/ Hansen Hampton Hordville Marquette Phillips Stockham Trumbull	None None None None None None None None

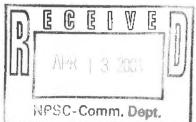


Section 4 Original Sheet 4-2

# 4.1 Local Exchange and Extended Area Service (cont'd.)

# 4.1.2 Extended Area Service (EAS) (cont'd.)

	EAS To	Monthly EAS Adder
Giltner	Aurora	None
	Doniphan	None
	Hampton	None
	Hordville	None
	Marquette	None
	Phillips	None
	Stockham	None
	Trumbull	None
Hampton	Aurora	None
-	Doniphan	None
	Giltner	None
	Hordville	None
	Marquette	None
	Phillips	None
	Stockham	None
	Trumbull	None
Hordville	Aurora	None
	Central City	\$.50
	Doniphan	None
	Giltner	None
	Hampton	None
	Marquette	None
	Phillips	None
	Stockham	None
	Trumbull	None
Marquette	Aurora	None
	Doniphan	None
	Giltner	None
	Hampton	None
	Hordville	None D
	Phillips	None D
	Stockham	None
	Trumbull	None
		51



# Original Sheet 4-3

## 4.1 Local Exchange and Extended Area Service (cont'd.)

# 4.1.2 Extended Area Service (EAS) (cont'd.)

	EAS TO	Monthly EAS Adder
Phillips	Aurora Doniphan Giltner Grand Island Hampton Hordville Marquette Stockham Trumbull	None None \$.50 None None None None None
Stockham	Aurora Doniphan Giltner Hampton Hordville Marquette Phillips Trumbull	None None None None None None None
Trumbull	Aurora Doniphan Giltner Hampton Hordville Marquette Phillips Stockham	None None None None None None None

## 4.2 Direct-Inward-Dialing (DID) Service

All charges related to DID Service - ICB

#### 4.3 Toll Restriction

Toll Restriction

\$2.50/line/month

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Effective: April 23, 2004

Section 4

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# 4.4 Custom Calling Features

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Monthly Rate
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Call Waiting	\$1.50
Call Waiting with Cancel	\$2.00
Call Forwarding - All Calls	\$1.50
Call Forwarding - Busy	\$1.50
Call Forwarding - No Answer	\$1.50
Call Forwarding - Preferred	\$2.00
Three-Way Calling	\$1.50
Three-Way Calling with Transf	er \$1.50
Eight (8) Number Speed Callir	
Last Call Return	\$2.00
Repeat Dialing	\$2.00
Call Hold	\$1.50
Direct Connect	\$1.50
Unique Ring	\$2.00
Call Acceptance	\$2.00
Call Rejection	\$2.00
Permanent Caller ID Blocking	\$1.00
Personalized Ringing:	
2 distinctive rings	\$3.50
3 distinctive rings	\$4.50
4 distinctive rings	\$5.50
Packages:	
Any Three (3) Features Above	\$4.00

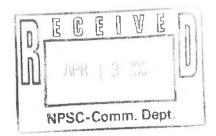
Any	Turee	: (5)	reatures	s Above	94.UU
Any	Four	(4)	Features	Above	\$5.50
Any	Five	(5)	Features	Above	\$7.00

Caller ID:

Caller	ID	Number	\$4.50
Caller	ID	Name and Number	\$7.50
Caller	ID	Number + 1 Feature Above	\$5.00
Caller	ID	Name and Number +	
	1	Feature Above	\$8.00

Advanced Custom Calling Features:

Call Forwarding - Remote\$5.00Thirty (30) Number Speed Calling\$3.00Six-Way Conferencing\$5.00



Section 4 2nd Revised Sheet 4-5

# 4.5 Directory Assistance Service

Local Directory Assistance \$.90/call

# 4.6 Directory Listing Service

	Monthly <u>Rate</u>	Nonrecurring Charge
Non-Listed Number	\$.50	\$12.00 Work Order
Non-Published Number	\$ <b>1.</b> 00	\$12.00 Work Order
Additional Listing	\$.25	\$12.00 Work Order
Extra Directory Lines	\$.25	\$12.00 Work Order
Foreign Listing	\$ 3.00	\$12.00 Work Order
Intra-exchange Listing	\$ .50	\$12.00 Work Order
Joint User Directory Listing	\$ 2.00	\$12.00 Work Order

# 4.7 Leased Cable Pairs

		Monthly <u>Rate</u>	Nonrecurring Charge
Γ.	eased Cable Pairs	\$20.00	\$12.00 Work Order + \$12.00 CO Charge
i	larms and Radio Loops nstalled prior to		
J	anuary 1, 1998	\$ 6.00 (g	randfathered rate)
0	ff-Premises Extension	\$20.00	\$12.00 Work Order + \$12.00 CO Charge
I	ff-Premises Extensions nstalled prior To ecember 1, 1997	\$ 6.00 (g	randfathered rate)
В	ridge Local Service Temporary (less than		
	30 days)	\$17.95	\$12.00 Work Order + \$12.00 CO Charge
	Permanent	\$23.00	\$12.00 Work Order + \$12.00 CO Charge
	Permanent tie Installed prior to		
	December 1, 1997	\$ 7.00 (g	Trandfathered rate CEIVE
Issued	: August 21, 2012	Effective	: September 1406 021 2012

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Hamilton Telephone Company Local Exchange Service Tariff 2 2nd Revised Sheet 4-6

Section 4

# 4.8 Blocking 9XX Pay-Per-Call Services

		Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>
	Initial request Subsequent request	None None	None \$12.00 Work Order + \$12.00 CO Charge
4.9	Coin Supervision Additive Service		
	Coin Supervision Additive Ser	vice	\$2.21/line/month
4.10	PIC Change Charges		
	\$5.00 per intraLATA change \$5.50 per interLATA change		
4.11	Cut Cable Charges		
	Work Order Charge	\$15.00/one-time charge	
	Mobilization Charge	\$50.00/one-time charge	
	Labor rate per employee	\$50.00/hour (minimum \$25.00)	
	Materials needed	ICB	
	Construction equipment use	\$75.00/hc	our
4.12	Service Charges		
	NSF Charge		ne-time charge (I) er NSF check)
	Work Order	\$12.00/or	ne-time charge
	Central Office Wiring Charge	\$12.00/or	ne-time charge
_	From time to time, the Comp notions waiving the monthly rat ain calling features, services	es or inst	tallation charges for

Issued: August 21, 2012

( )

Effective: September 1, 2012 1 2012

NPSC-Comm. Dept.

Mr. Steve Meredith Nebraska Public Service Commission May 1, 2015

# Notice of Permissive Detariffing of Wireline Broadband Internet Access Service Effective July 1, 2015

Hamilton Telephone Company (STUDY AREA 371555) 1001 12<sup>th</sup> Street Aurora, NE 68818 (402) 694-5101

CC Docket No. 02-33

Hamilton Telephone Company hereby provides notice that it intends to cease offering wireline broadband internet access service on a tariffed basis. Effective July 1, 2015, Hamilton Telephone Company will begin offering wireline broadband internet access service on a Title II, common carriage, permissive detariffed basis pursuant to paragraph 94 of the Federal Communications Commission's Wireline Broadband Order 1. The geographic areas affected are those Hamilton Telephone Company exchanges where DSL is technically feasible.

Today, this service is provided to Hamilton.net, Inc. Hamilton.net, Inc. purchases wireline broadband access service for use as a component in their broadband internet service sold to residential and business consumers. End user service provided will not be affected by discontinuance of the tariffed offering by Hamilton Telephone Company. As stated in the attached customer notice Hamilton.net, Inc. will continue to offer services to existing Hamilton.net, Inc. customers under current rates, terms and conditions until the end of their current term or upon replacement with a Broadband commercial Agreement. Hamilton Telephone Company's rates, terms and conditions for its permissively detariffed wireline broadband access service will be available at its office located at 1001 12<sup>th</sup> Street, Aurora, NE 68818 and on its website at www.hamiltontelephone.com .

NPSC-Comm, Dept.

 See Appropriate Framework for Broadband Access to the Internet Over Wireline Facilities, Universal Service Obligations of Broadband Providers, CC Docket No. 02-33, WC Docket No. 05-271, Report and Order and Notice of Proposed Rulemaking, 20 FCC Red 14853 (2005). FCC 05-150 (rel. September 23, 2003). (Wireline Broadband Order)