# HARTINGTON TELECOMMUNICATIONS CO., INC. 103 W. Centre, P.O. Box 157 Hartington, NE 68739 (402) 254-3901

# LOCAL EXCHANGE SERVICE TARIFF

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# Hartington Telecommunications Co., Inc. LOCAL EXCHANGE SERVICE TARIFF

#### SECTION 1. GENERAL

#### 1.1 Purpose of the Company

Hartington Telecommunications Co., Inc., a Nebraska corporation, hereinafter referred to as the Company, is a local exchange carrier authorized and obligated to provide local exchange service within the territories certificated to it by the Nebraska Public Service Commission. The Company furnishes local exchange services in accordance with this tariff on file with the Commission.



#### SECTION 1. GENERAL

#### 1.2 Exchange Areas

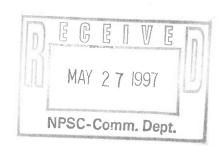
#### 1.2.1 Exchange Area Description

The exchange area of each exchange includes the urban area and the rural territory surrounding each town as reflected on the exchange area maps. Hartington Telecommunications Co., Inc., is authorized to provide service for the following exchange:

Hartington, Nebraska

#### 1.2.2 Exchange Area Maps

Copies of the exchange area maps for Hartington Telecommunications Co., Inc.are on file with the Nebraska Public Service Commission.



#### JECTION 1. GENERAL

#### 1.3 Tariff

# 1.3.1 Tariff Applicability

- A. The rules, regulations and rates contained in this tariff apply to the general public located within the certificated service area of the Company and to all services rendered by the Company except as otherwise provided for in private contracts between the Company and a customer.
- B. Various services and facilities which have previously been supplied by the Company as a part of its public utility obligation have been or are being phased out of public utility services pursuant to order of the Commission. This tariff relates only to the Company's continuing or future obligation to provide facilities or services. The Company may provide similar services or facilities not subject to regulation by the Commission as a matter of private contract. Any such offerings shall be subject to the provisions of private contracts rather than subject to the provisions of this tariff.
- C. This tariff cancels and supersedes all other local and general exchange tariffs of the Company issued and effective prior to the effective dates shown on the individual sheets of this tariff.

# 1.3.2 <u>Inspection of Company's Tariff</u>

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



# JECTION 1. GENERAL

# 1.4 Explanation of Symbols Used in the Tariff

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in an increased rate.
- (G) Signifies a grandfathered rate or service. Present customers may continue service until a move or a change of service occurs.
- (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.



Effective: June 6, 1997

MAY 27 1997

NPSC-Comm, Dept.

# JECTION 1. GENERAL

#### 1.5 Definition of Terms Used in the Tariff

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

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

<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.

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

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

<u>Call</u>: A customer telecommunication message attempted.

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

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

Effective: June 6, 1997

Issued: May 27, 1997

#### JECTION 1. GENERAL

# 1.5 <u>Definition of Terms Used in the Tariff</u>

<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.

<u>Company</u>: The Exchange Carrier, i.e., (Hartington Telecommunications Co., Inc.) in this tariff.

<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.



#### SECTION 1. GENERAL

#### 1.5 Definition of Terms Used in the Tariff

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

Exchange Carrier: A local exchange telephone company operating under authority of a certificate of public convenience and necessity engaged in providing access line service and related telecommunications service, regulated and unregulated, to the public. An exchange carrier may provide interexchange service as authorized by the Commission.

Exchange Service: Local Exchange Service.

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

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

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

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

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

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

Local Exchange Carrier: The exchange carrier.



#### JECTION 1. GENERAL

# 1.5 Definition of Terms Used in the Tariff

<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.

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.

<u>Pay-per-call Services (900 Services)</u>: 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.



#### JECTION 1. GENERAL

# 1.5 Definition of Terms Used in the Tariff

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

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

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

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

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

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

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

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

<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.



#### 2.1 Establishment of Service

Issued: May 27, 1997

# 2.1.1 Application for Service

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



Effective: June 6, 1997

#### 2.1 Establishment of Service

# 2.1.2 Credit and Deposit Requirements

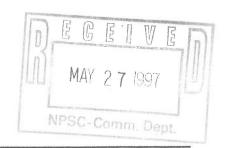
- A. To further public interest, the Company shall administer a fair and nondiscriminatory credit policy that is easily understandable and that extends telephone service to as many applicants as possible. Such policy shall be predicated upon the credit risk of the individual as evidenced by past experiences with telephone companies without regard to the collective credit reputation of the area in which the applicant lives.
- B. The Company may request a customer to make a cash deposit or to increase the customer's existing deposit to establish credit. A minimum deposit of \$50.00 may be requested. The amount of deposit required shall not normally exceed the bill for two (2) months' service plus estimated toll charges for two (2) months. An increase in the deposit amount may be requested if increased usage, additional services, or the customer's payment record warrants it. The amount of deposit required by the Company will not exceed the guidelines set forth by the Nebraska Public Service Commission. The initial deposit shall be received in the Business Office before service will be established for the customer.
- C. The Company shall determine the credit standing of an applicant for service by referring to information about the applicant's prior telephone bill paying habits if the applicant has had service before or by referring to toll charges reasonably traced to the applicant but placed from the telephone of another if the applicant has not had service before. Such prior telephone experience and information, if available, shall be the major factor in decisions about deposit amounts. The Company may also use employment information to verify names and past addresses of service applicants.
- D. If an applicant claims no past service or cannot demonstrate to the Company that the applicant has held service previously in the applicant's name, the Company may require a deposit.



#### 2.1 Establishment of Service

#### 2.1.2 Credit and Deposit Requirements

- E. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation; nor constitute a waiver or modification of the regular practices of the Company that provide for the discontinuance of service for nonpayment of any sums due the Company for services rendered.
- F. The Company shall pay interest on a deposit at the minimum rate established by the Commission. Interest shall accrue following acceptance of the deposit, except that no interest need be paid on deposits held less than thirty (30) days.
- G. In the case of residential service the deposit shall be refunded upon request of the customer after twelve (12) consecutive months of prompt payment and refunded voluntarily after twenty-four (24) consecutive months of prompt payment. In the case of business service, the deposits shall be refunded after thirty-six (36) consecutive months of prompt payment. 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.



#### 2.1 Establishment of Service

# 2.1.2 Credit and Deposit Requirements

- H. After disconnection of service and receipt of the final payment, the Company will promptly and automatically refund the customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills for service furnished by the Company. When the customer's deposit is applied to an unpaid bill, the Company shall render to the customer a statement showing the bill then due and unpaid, the amount of the deposit, together with the interest accrued thereon and the period covered thereby, and the balance due or remaining to the credit of the depositor.
- I. A transfer of service from one premises to another within the service area of the Company shall not necessitate the requirement of a payment of a second deposit, unless a final bill has been issued at the first address and the credit standing of the customer would otherwise require it.
- J. In cases of a residential household that is divided due to divorce or separation, the deposit will remain with the residence where the service was being provided prior to such divorce or separation, unless other arrangements are agreed to by both parties.
- K. The Company will keep a record of each cash deposit until the deposit is refunded. The record will show:
  - 1. The name and current billing address of each depositor;
  - 2. The amount and date of the deposit;
  - 3. Each transaction concerning the deposit.



#### 2.1 Establishment of Service

#### 2.1.3 Service Charges

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



Hartington Telecommunications Co., Inc. Local Exchange Service Tariff

#### SECTION 2. RULES AND REGULATIONS

#### 2.1 Establishment of Service

#### 2.1.3 Service Charges (Cont'd.)

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

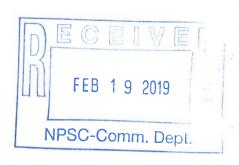
Service Activity Charge - For work associated with receiving, recording and processing information necessary to execute a customer's request for the initial establishment of telephone service, additions and moves or changes to existing service and for work performed in the Central Office related to installing, adding to, moving, or changing service.

<u>Insufficient Funds Check Charge</u> - An Insufficient Funds Check Charge will apply if the customer submits payment for service using an insufficient funds check.

<u>Labor Charge</u> - In some cases, an hourly rate will be charged for the time spent by Company employees on a customer's order. Labor Charges start when work commences and cease when work is completed. A minimum charge of one hour will be charged whenever a Labor Charge applies.

Late Payment Charge - A Late Payment Charge will apply as (C) of the tenth day following the due date of the bill. (C)

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



Effective: March 1, 2019

Hartington Telecommunications Co., Inc. Local Exchange Service Tariff

#### SECTION 2. RULES AND REGULATIONS

#### 2.1 Establishment of Service

# 2.1.3 <u>Service Charges</u>

Issued: May 27, 1997

G. Service charges (continued):

<u>Plant Construction Charge (Service Drop)</u> - This charge applies when the placement of an underground service or drop wire to a business or residence is necessary, and previous service has not been established.

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

<u>Premises Visit Trip Charge</u> - Applies whenever a customer's request for service requires a premises visit.



Effective: June 6, 1997

# 2.1 Establishment of Service

#### 2.1.4 Nebraska Telephone Assistance Program (NTAP)

- A. The Nebraska Telephone Assistance Program (NTAP) is part of a national program (called Lifeline) designed to promote universal service for low-income households.
- B. NTAP provides for qualifying low-income consumers to pay reduced monthly charges. NTAP monthly service reductions include:
  - 1) Federal Lifeline Support Credit of \$9.25.
    The \$9.25 credit can be applied when the
    Lifeline customer has: (a) a voice service in
    combination with a broadband internet access service
    (BIAS) that meets the minimum standard, or (b)
    a standalone BIAS service that meets the minimum
    standard.
  - 2) Federal Lifeline Support Credit of \$5.25. The \$5.25 (C) 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,
- 5) Veterans Pension/Survivors Pension.

Issued: November 20, 2020 Effective: December 1, 2020

(C)

(C)

Hartington Telecommunications Co., Inc. Local Exchange Service Tariff

# SECTION 2. RULES AND REGULATIONS

#### 2.1 Establishment of Service

- 2.1.4 Nebraska Telephone Assistance Program (NTAP) (continued)
  - D. NTAP services include:
    - 1) voice grade access to the public switched network
    - 2) local usage at no additional charge
    - 3) access to emergency services
    - 6) toll limitation services
  - E. Toll limitation service, in the form of toll blocking, is offered to qualifying consumers at no charge.
  - F. No service deposit will be collected in order to initiate NTAP service, if the qualifying low-income consumer voluntarily elects toll blocking. If the qualifying low-income consumer does not voluntarily elect toll blocking, a service deposit may apply.
  - G. An NTAP customer's local service will not be disconnected for non-payment of toll charges; however, an NTAP customer's toll service may be disconnected for non-payment of toll charges.
  - 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 fully applied to any billed amounts for that particular billing period.



Effective: September 21, 2012

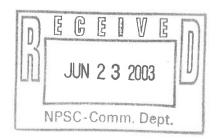
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#### 2.2 Refusal and Disconnection of Service

#### 2.2.1 Refusal of Service

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

- A. An applicant is indebted to this Company for services previously rendered at the same or a different address and the applicant refuses to liquidate the debt.
- B. An applicant does not agree to pay reasonable deposit, advance payment, or installation charges.
- C. An applicant, though not personally liable to the Company, is attempting to return service to an individual who is indebted to the Company.
- D. An applicant is unwilling to provide correct information or provides inaccurate information regarding any or all of the following: name, social security number, past telephone service, last employment, or previous address.
- E. An applicant is in violation of governmental or Company rules and regulations concerning evasion of payment, use of service for unlawful purposes, annoyance of other patrons, interference with or destruction of service facilities, or violation of service regulations.
- 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.
- G. The Company may refuse to install or permit service to remain on a premises where the telephone is available to the general public.



Effective: July 1, 2003

#### 2.2 Refusal and Disconnection of Service

#### 2.2.2 Disconnection of Service

- A. The Company will not make indiscriminate disconnections and will conduct careful investigation of circumstances leading to disconnections. The Company may, however, discontinue service to any customer not abiding by or adhering to the rules and regulations of this tariff. Specifically, the Company has the discretion to disconnect service for any of the following reasons:
  - 1. Failure to pay for services rendered, unwillingness to enter into a reasonable agreement with the Company to begin liquidating the debt, or failure to keep an agreement to liquidate a continuing debt subsequent to reasonable notice by the Company of the intent to disconnect service.
  - 2. Failure to pay an increased deposit as described in Section 2.1.2.B within 10 days of the Company providing verbal notice or mailing written notice to the customer of the increased deposit requirement. In the case of a customer who has mounted an extraordinarily high telephone bill for which the customer's existing deposit would not furnish security, the Company may disconnect service before the regular payment period after giving the customer due notice and an opportunity to provide proper payment of the bill.
  - 3. The Company's facilities are damaged, tampered with or repaired by the customer.
  - 4. Access to customer property necessary to provide service is denied to the Company.
  - 5. Use of service or Company owned facilities in an unlawful manner.
  - 6. Use of Customer Owned and Maintained equipment by the customer which does not meet standards as specified in Section 2.6.4., or is likely to cause an unsafe or hazardous condition as defined by the Company.

# 2.2 Refusal and Disconnection of Service

# 2.2.2 Disconnection of Service

- 7. The Company may discontinue or refuse to furnish telephone service to any person, firm or corporation who uses facilities furnished by the Company in a manner which could reasonably be considered abusive, threatening or frightening to others, or who uses Company facilities for harassment of others, or for the impersonation of another. Company personnel are not required to continue conversations with customers who use foul, abusive, obscene, or profane language.
- B. The following procedures will be followed before a customer will be disconnected for nonpayment of a bill:
  - 1. The Company will provide written notice of the Company's intention to disconnect, which notice will be either delivered personally in the Company's business office or mailed to either the address to which bills are customarily sent or the address where the service is provided. In some cases, such as abandonment, notice, practically speaking, is not possible, but the Company will make every reasonable effort to provide notice to the customer. Timeframes for collection of payments from customers are as follows:

Bills will be issued on the 1<sup>st</sup> day of each month.

Payment is due on the 15<sup>th</sup> day of the month, becoming delinquent on the 25<sup>th</sup> and subject to disconnect.

Disconnection will occur on the first business day of the upcoming month if payment is not paid in full by the 1st.

- 2. Notice periods may be shortened or waived in cases of fraud or illegal use or when it is clearly indicated that the customer is preparing to abandon the service.
- C. The Company strives to not disconnect service on the day before a holiday or on a Friday; however, in some circumstances service will be disconnected on these days.

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NPSC-Comm. Dept. Effective: March 1, 2019

Issued: February 15, 2019

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#### 2.2 Refusal and Disconnection of Service

#### 2.2.2 Disconnection of Service

- D. Restoration of service following disconnection by the Company for nonpayment will require payment by the customer of a Reconnect Fee and accrued Late Payment Charges. In addition to payment of the past due balance, the customer may be required to pay the Reconnect Fee prior to reconnection.
- E. Customers responsible for payment of more than one telephone access line shall have all lines disconnected if any of the customer's lines would be disconnected under the Company's policy of disconnection for nonpayment. Reconnection will occur when payment is received in the Company business office for the entire balance due on all lines, the Reconnect Fees and a deposit if requested by the Company.
- F. Disconnected customers shall retain the ability to access 911 services.

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

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

Effective: June 6, 1997

Issued: May 27, 1997

#### 2.4 Termination or Cancellation of Service by the Customer

#### 2.4.1 General

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

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

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

#### 2.5.1 General Policies

- A. The customer is required to pay all charges for exchange services and facilities and for toll messages including calls placed from the customer's telephone, calls charged to the customer's telephone number, and collect toll messages which have been accepted at the customer's telephone.
- B. Recurring charges will be billed monthly in advance and toll charges will be billed in arrears. 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 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.

Issued: May 27, 1997 Effective: June 6, 1997 NPSC-Comm. Dept.

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

# 2.5.1 General Policies (cont'd.)

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

Telecommunications Relay Surcharge - The Telecommunications Relay Service (TRS) Surcharge, f/k/a the Nebraska Dual Party Relay Surcharge, is three cents (\$.03) for the first one hundred (100)(I) telephone numbers or functional equivalent per subscriber per month.

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NPSC Comm. Dept.

Effective: July 1, 2019

#### 2.5 Billing Procedures and Payment Requirements

#### 2.5.3 Insufficient Funds Checks

- A. Checks on banks will be accepted for payment of bills or other amounts due to the Company.
- B. An Insufficient Funds Check Charge will apply if the customer submits payment for service using an insufficient funds check.
- C. Upon receipt of an insufficient funds check submitted prior to the disconnect date, the Company will follow these procedures:
  - 1. The Company will call the bank to verify that there are adequate funds in the customer's account to return the check.
    - a. If the customer's bank indicates that adequate funds do not exist, the Company will attempt to contact the customer by telephone to notify the customer of the insufficient funds check and to make other payment arrangements. The customer will be given an additional 5 days to pay the bill by money order or cashier's check before being subject to service disconnection.
    - b. If the bank indicates that adequate funds do exist in the customer's account, the Company will resubmit the check for payment and an Insufficient Funds Check Charge will apply on the customer's next bill.
  - 2. If the check is returned a second time due to insufficient funds, the Company will disconnect service until payment has been made.
- D. If any customer renders two insufficient funds checks during a twelve (12) month period the Company shall notify the customer that subsequent payments must be made by cashier's checks or money orders.



#### 2.6 Responsibilities of the Customer

#### 2.6.1 General

Issued: May 27, 1997

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

Effective: June 6, 1997

NPSC-Comm. Dept.

#### 2.6 Responsibilities of the Customer

#### 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

Issued: May 27, 1997

- A. When a change of occupancy or legal responsibility takes place on any premises served by the Company, notice shall be given in writing or verbally within a reasonable time prior to such change. The outgoing customer is responsible for all service charges, including toll, until such notice has been received by the Company.
- B. The Company may disconnect service for the former occupant and reconnect service, with a different telephone number, for the new occupant.



Effective: June 6, 1997

# 2.6 Responsibilities of the Customer

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

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

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Hartington Telecommunications Co., Inc. Local Exchange Service Tariff

# S'TION 2. RULES AND REGULATIONS

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

# 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, the quality or defects in such transmission, or the reception of signals by customer provided equipment or systems.
- E. The Company shall not be responsible to the customer if changes in these conditions or in any of the facilities, operations or procedures of the Company render any customer provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance.
- F. Where any customer provided equipment or system is used with telephone service in violation of any of these conditions, the Company will take such immediate action as necessary for the protection of the network and will properly notify the customer, in writing, of the violation. The customer shall discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company within two (2) days following the receipt of written notice from the Company that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this tariff.

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NPSC-Comm. Dept.

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

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

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

### 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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NPSC-Comm. Dept.

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Effective: April 1, 2008

Hartington Telecommunications Co., Inc. Local Exchange Service Tariff

### S TION 2. RULES AND REGULATIONS

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

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# 2.6.7 Damage to Company Facilities

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

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# 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, without discrimination and in accordance with applicable Federal, State and local laws and its tariffs, as a regulated Company under the jurisdiction of the Nebraska Public Service Commission.
- C. This tariff of the Company governs the outgoing service of a customer and in no manner guarantees the customer to the same incoming service. All incoming service of a customer depends upon and is limited by the right of a calling customer to such service.
- D. The Company shall not be responsible for the customer's conformance to any applicable laws, regulations or ordinances, or for any harm caused by the customer's neglect.



Effective: April 1, 2008

### 2.7 Responsibilities of the Company

### 2.7.2 <u>Telephone Directories</u>

- A. Telephone directories, containing an alphabetical listing of all customers and classified advertisements, are issued annually without charge by the Company as it deems necessary for the efficient use of telecommunications service, with a minimum of one directory per access line. Other directories will be furnished at the discretion of the Company.
- B. The customer assumes all legal responsibility in regard to the authenticity of the name listed on the application form and ultimately in the directory.
- C. The Company, except as provided herein, shall not be liable for damage claimed on account of errors in or omissions from its directories, nor for the result of the publication of such errors in the directory, nor will the Company be a party to controversies arising between customers or others as a result of listings published in its directories. Claims for damages due to errors or omissions in directory listings will be limited to a pro rata reduction of the charge for the affected directory service. The maximum reduction is not to exceed the full amount of the directory listing 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 Responsibilities of the Company

### 2.7.3 Telephone Numbers

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

### 2.7.4 Use of Connecting Company Lines

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

#### 2.7.5 Defacement of Premises

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



### 2.7 Responsibilities of the Company

### 2.7.6 <u>Service Interruption</u>

- A. In the event of a service interruption, restoration prioity will be given to provide emergency services to: Medical, Fire, Law Enforcement, Highway Maintenance, Civil Defense and other utilities.
- B. The Company does not guarantee uninterrupted service. In the event the customer's service is interrupted and service outages are properly reported by the customer and for which the customer is not at fault, nor negligent, an adjustment to the regular monthly service charge is allowed as follows:
  - 1. No allowance is given for a service outage whose duration is less than twenty-four (24) hours after receipt of the outage notice from the customer.
  - 2. In the event the customer's access line service is interrupted in excess of twenty-four (24) hours after being reported or found to be interrupted, the Company shall, upon request, refund the pro rata portion of the month's charge for the period of days during which such access line service was interrupted. Provided however, if access line service is interrupted as the result of widespread disaster, and other than by the negligence or willful act of the Company, no refund shall be required unless the access line service remains interrupted for a period in excess of seven (7) days. This refund may be accomplished by a credit on a subsequent bill for local exchange service.
- C. Customers eligible for a refund shall notify the Company, specifying the outage period, date and time of restoration. The Company will, upon verification, make appropriate adjustments in a future billing to the customer. No other liability shall in any case attach to the Company due to interruptions of service.



## 2.7 Responsibilities of the Company

### 2.7.7 Limits of Company Liability

- A. The Company will exercise all reasonable diligence to furnish and deliver regular and continuous service to the customer but will not be liable for damages caused by interruption, shortages, irregularities or failures due to accidents, interference by third parties or conditions beyond the reasonable control of the Company.
- B. When, in the judgment of the Company, the continued provision of service becomes unsafe; or where Federal, State or local regulations place operational restriction(s) upon the Company because of unsafe or hazardous situations, or other unusual conditions including strikes or lockouts; service as provided for in this tariff may be temporarily suspended by the Company. In so doing, the Company shall endeavor to minimize such suspension. However, the Company assumes no liability for the inconvenience or damages suffered by the customer during such periods.
- C. The Company reserves the right to temporarily suspend service when repair, modification or improvement to the system is necessary. If not precluded by emergency conditions, the Company will make a reasonable effort to give notice to the customer either through the use of public media or individual communication. Repairs or improvements will be completed expeditiously and so far as it is reasonably possible, the work will be performed at a time that will cause the least amount of inconvenience to the customer.
- D. The customer's facilities and equipment shall conform to all applicable laws, regulations, or ordinances as may be effective and the conditions of this tariff. The Company does not express, imply or warrant the adequacy, safety or other characteristics of customer-owned or operated equipment of virtue of any inspection or rejection of facilities. The Company shall not be held liable in any way for customer-owned and maintained equipment which causes or may cause a hazardous, unsafe or dangerous condition, or threatens the health of others, even though such facilities were inspected by the Company.

Effective: June 6, 1997

## 2.8 <u>Customer Complaints</u>

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

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

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



## 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.
  - 6. The revenue to be derived from the service is not sufficient to warrant the Company assuming special construction or service costs.
  - B. Special services and facilities, may be furnished pursuant to special contract for such period as may be agreed upon, provided such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Company.

Effective: June 6, 1997

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### 2.9 Special Services and Construction

- C. In the event any such special service or facility or the use made thereof interferes with the furnishing of telephone service by the Company, the Company may terminate such contract and cease to furnish such special service or facility after thirty (30) days written notice to the customer.
- D. Applicants who desire special services and construction normally covered by the tariff may request an estimate of the cost, time to construct and probable monthly recurring charge for the provision of such services. The Company will arrange for an inspection of the property and take whatever action necessary to develop the appropriate cost estimate as soon as possible. Special construction estimates shall take into account all pertinent information regarding the Company's plans for expansion and new construction, other service potentials, additional customers and related information.
- E. Upon completion of the estimate and approval by the Company, the applicants may, at their option, do any of the following:
  - 1. Contract with the Company to construct the required facilities in accordance with terms and conditions to which both parties mutually agree. Such contract shall not be valid, nor binding on either party until approved by the Company.
  - 2. Notify the Company that the application is being withdrawn and terminate further proceedings without incurring any liability or obligation.



Effective: June 6, 1997

### 3.1 Local Exchange Service

### 3.1.1 Description of Local Exchange Service

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



### 3.1 Local Exchange Service

## 3.1.2 Application of Rates

- A. Rates for local exchange service are applied per access line ordered by the customer. The access line rate for local exchange service entitles the customer to calls to all local stations connected to a central office of the same exchange.
- B. Access line rates may vary depending upon the exchange area for which the customer requests service.
- C. Business and Residence Access Lines are available from the Company. Business Access Line Rates will apply at the following locations:
  - 1. In offices, stores, factories, mines, and all other places of a strictly business nature.
  - 2. In churches; offices of hotels, halls, and apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges; hospitals, libraries and other similar institutions; and at pay stations. In boarding houses, except as noted in Section 3.1.2.D.2.
  - 3. At residence locations where the customer has no other regular business telephone and when directory advertising or other forms of business advertising, including but not limited to letterheads, business cards and billboards, are used in association with such locations or numbers.
  - 4. At residence locations, when an extension station or extension bell is located in a shop, office, or other place of business.
  - 5. In any location where the listing of service at that location indicates a business, trade or profession, except as specified below.



Effective: June 6, 1997

### 3.1 Local Exchange Service

### 3.1.2 Application of Rates

- 6. At residence locations where the customer has no regular business phone and his/her principal income is derived from public sale of goods or services (as in the case of distributors of household products or carpenters who contract their services).
- D. Residence Access Line Rates apply only at the following locations:
  - 1. In a location used exclusively as a private residence except as provided in Section 3.1.2.C.
  - 2. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.
  - 3. In the place of residence of a clergyman or nurse, and in the place or residence of a physician, surgeon, or other medical practitioner, dentist or veterinarian, provided the customer does not maintain an office in the residence.
- E. Service Connection Charges will apply to all customer orders for Local Exchange Service access lines from the Company. A Premises Visit Trip Charge may also apply if connection of the customer's service requires an employee of the Company to visit the customer's premises.
- F. From time to time, the Company may offer special promotions waiving the monthly rates or installation charges for certain features or services.



Hartington Telecommunications Co., Inc. Local Exchange Service Tariff

Section 3 Original Sheet 3-4

# SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

### 3.1 Local Exchange Service

#### 3.1.3 Vacation Rate Service

- A. Upon request of the customer, local exchange service may be temporarily suspended for a period of one to twelve months. No service will be provided during the period of suspension. Suspension or restoral of service may begin on any work day of the month provided reasonable advance notice is provided by the customer.
- B. During the period of service suspension, the reduction in rate for local exchange service will not exceed fifty percent of the customer's normal total local exchange service charges.
- C. Service Connection Charges will apply when the customer's full service is restored.

## 3.1.4 Telephone Number Hold

- A. Following cancellation of service, upon request of the customer, a telephone number may not be reassigned for a period up to six months. This service reserves the telephone number in Company databases and permits a customer to charge calls, while traveling, to the reserved telephone number.
- B. Service Connection Charges will apply when the customer's full service is restored.



Effective: June 6, 1997

Issued: May 27, 1997

### 3.2 Line Extensions

## 3.2.1 Line Extensions to Temporary Locations

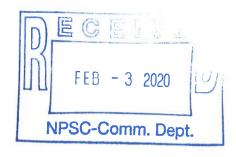
Service may be furnished to a premises of a temporary nature which may not remain in a fixed location for any considerable length of time, such as a trailer house. If the Company determines that service may not be in place for a sufficient amount of time to recover its cost, then the customer may be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

### 3.2.2 Line Extensions to Permanent Locations

Under normal conditions, the Company will extend its lines (T) to provide new service to applicants within its exchange areas, without charge, if the applicant is within one-half of a mile from existing facilities. Should multiple applicants desire service at one location, the Company will extend its facilities one-half of a mile for each applicant. (T)

## 3.2.3 Provision of Private Right-of-Way

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



Effective: February 15, 2020

### 3.2 Line Extensions

## 3.2.4 Other Regulations

- A. The construction charges assessed an applicant or applicants shall be paid in advance.
- B. Payments for construction of line extensions are not refundable, except at the discretion of the Company, and no credit will be allowed for future installation on line extensions constructed under these regulations.
- C. If an applicant requests service and new facilities must be constructed, but the applicant does not have a domicile at the location, prepayment of all new construction charges will be required. When a home has been completed, the Company will refund the charges for three-tenths of a mile.
- D. The Company is in no way responsible for any claims by housing developers, housing contractors, real estate salespersons, or others in regard to what type of service will be provided or when such service will be provided.

# 3.2.5 Application of Rates

- A. If the requirements of an applicant or group of applicants exceeds the provisions listed in Section 3.2.2., construction charges in excess of the allowances described in Section 3.2.2.B will apply. The construction charges for line extensions will be apportioned equally among all applicants of a group.
- B. Where construction charges for line extensions are applicable, the Excess Construction Charge shall be applied per one tenth (1/10) of a mile or any fraction thereof.



Effective: February 15, 2020

### 3.3 Leased Cable Pairs

### 3.3.1 General

- A. Leased Cable Pairs or channels for services not specifically named elsewhere in this Catalog, such as for off-premises extensions, PBX or key system tie lines, alarm circuits, control circuits, metering circuits, non-telephone circuits, or any other circuit that does not require use of the central office switching equipment, will be furnished where facilities are available and where, in the judgment of the Company, the use to be made of such channels is not contrary to regulations.
- B. For such Leased Cable Pairs or channels, the Company will determine, at its sole discretion, to either bridge service in the central office, bridge service at the pedestal or install standard drop cable to provide facilities between the customer's primary location and the off-premises location.
- C. The Company is not obligated to furnish channels with a transmission level of a better grade than circuits used for normal telephonic communication and will do so only if physically and economically practicable from the Company's standpoint.
- D. The customer must agree that the volume of electrical or voice frequency on such channels will be maintained at a level sufficiently low so as not to cause interference with other services of the Company.

# 3.3.2 Off-Premises Extensions

A. Off-premises extensions, or combination main stations, are provided, subject to the availability of facilities, to customers who desire to be able to answer incoming calls for one access line at two or more locations. Outgoing calls can be made from either location. The customer must subscribe to access service in the same exchange where the off-premises extension is desired.



Effective: April 1, 2008

Hartington Telecommunications Co., Inc. Local Exchange Service Tariff

## CTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

# 3.3 <u>Leased Cable Pairs</u> (cont'd.)

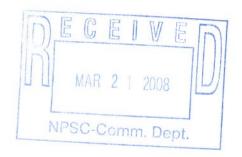
## 3.3.2 Off-Premises Extensions (cont'd.)

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

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C. When a customer requests the installation of an off-fulfill the request to extend a service line to a protective device at the off-premises location. The Company's Inside Wiring Maintenance Plan does not apply to the buried portion of the off-premises facility and a separate Inside Wiring Maintenance Plan would need to be purchased to apply to the off-premises location, if desired by the customer. All other applicable requirements for Customer Owned and Maintained Equipment (COAM) and Customer Owned Premises Wire (COPW) shall apply.

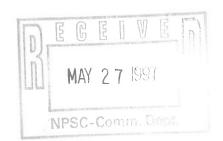


Effective: April 1, 2008

#### 3.3 Leased Cable Pairs

### 3.3.3 Non-Switched Loops

- A. Non-switched dedicated circuit pairs (e.g. radio loops, alarm loops, and other private non-telephone loops) that route through the main distribution frame and terminate in the local calling area will be subject to requirements for COAM and COPW. If the required facilities are not in place from the customer premises to the nearest Company pedestal, Special Construction terms shall apply.
- B. Customer premises wiring at the off-premises location will be subject to requirements for COAM and COPW.



### 3.3 Leased Cable Pairs

### 3.3.4 Application of Rates

- A. For all Leased Cable Pairs a nonrecurring installation charge equal to the Service Connection Charges shall apply. In addition, a Premises Visit Trip Charge shall be assessed, if applicable.
- B. For off-premises extensions, a monthly recurring rate will apply. In addition to the nonrecurring charges described in 3.3.4 A., a distance sensitive nonrecurring rate may apply.



## 3.4 Foreign Exchange Service

### 3.4.1 General

- A. Foreign Exchange Service is exchange service furnished to a customer from a central office of an exchange other than the one that normally serves the area in which the customer is located. This service is available to either residence or business customers but will not be provided for resale.
- B. For the purpose of this tariff the term "Foreign Exchange" shall mean the exchange from which Foreign Exchange Service is furnished. The term "Normal Exchange" shall mean the exchange normally serving the area in which the customer's premises is located.
- C. Foreign Exchange Service does not come within the Company's general undertaking, nor does the Company obligate itself to furnish such service generally; however, the Company will do so, at its option, where facilities of such a character are available as will permit satisfactory telephone transmission, and where the service is warranted by the circumstances involved.
- D. Foreign Exchange Service will be furnished only at one location or premises for each channel or circuit. Private Branch Exchange (PBX) tie lines that provide access to the Foreign Exchange switched network shall be considered to be Foreign Exchange Service.
- E. Where the Normal Exchange is operated by this Company, Foreign Exchange Service is furnished only on the condition that the applicant is a customer to business or residence access line service, or PBX service, in the Normal Exchange, and at the same location where such service is proposed to be installed. Under this condition, when a Foreign Exchange Service customer discontinues Normal Exchange service, the Normal Exchange shall immediately notify such Foreign Exchange customer and Foreign Exchange business office, that the Foreign Exchange Service may be discontinued ten (10) days thereafter.

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Effective: April 1, 2008

# Foreign Exchange Service (cont'd.)

## 3.4.1 General (cont'd.)

- F. Where the Foreign Exchange is operated by another telephone company, Foreign Exchange Service will be provided only when satisfactory arrangements can be negotiated with such company to furnish a portion of the necessary facilities.
- G. Each telephone company shall directly bill the customer for its own portion of a Foreign Exchange circuit.
- H. The use of the service is limited to the customer and the customer's employees for business purposes, and in the case of residence service, to the members of the customer's immediate household. Foreign Exchange Service calls will be further limited to calls to other stations of the Foreign Exchange. If any customer subscribing to this service is found to be transferring or transmitting messages for parties other than authorized above, in the Normal Exchange area through the Foreign Exchange, such customer and Foreign Exchange business office shall be notified that the practice must be discontinued or the Foreign Exchange Service may be terminated ten (10) days after the date of such notice. The Company will install toll restrictors on all Foreign Exchange Service lines to prevent these lines from being used for toll calls.

# 3.4.2 Application of Rates

A. Foreign Exchange Service will be furnished at the Voice Grade Special Access rates contained in the NTA Access Tariff. Where the facilities and/or equipment are not available, and excess construction costs, special operating expenses, and/or other special considerations are incurred in making such service available, the customer may be required to pay an additional charge to cover all or a portion of such unusual expenses, or be required to contract for service beyond the initial period, or both.

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Effective: April 1, 2008

## 3.4 Foreign Exchange Service (cont'd.)

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

B. In cases where Foreign Exchange Service is requested by a customer of another telephone company into an exchange of the Company, installation, channel mileage and business access line charges will apply.

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## 3.5 Touch Tone Service

### 3.5.1 General

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

# 3.5.2 Application of Rates

- A. Touch Tone Dialing is included in the customer's rate for residence or business access line service. Customers ordering new access line service or requesting moves of their access line service will receive Touch Tone Dialing, except upon special request for Rotary Dial Service. Customers specifically requesting Rotary Dial Service will pay the same rate for that service as for access line service with Touch Tone.
- B. No service charges will apply to customer requests to change from Rotary Dial to Touch Tone Service.



Effective: April 1, 2008

### 3.6 Toll Restriction

### 3.6.1 General

- A. Standard Toll Restriction allows a customer to restrict use of the customer's access line to local calls. Access lines may be restricted from placing "1+" and "0+" calls.
- B. Customers with Customer Owned Coin Operated Telephones (COCOTs) desiring to restrict the COCOTs from access to "1+" billing of long distance calls must order Toll Restriction from the Company.



### 3.7 Trunk Hunting

#### 3.7.1 General

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

### 3.7.2 Application of Rates

- A. Trunk Hunting is charged at monthly rates per trunk/access line; however, the charge is not applied to the last trunk/access line in the hunt group. Trunk Hunting charges are in addition to monthly charges for Access Line Rates.
- B. If Trunk Hunting is ordered at the time Local Exchange Service is initially ordered, no additional service charges will apply.
- C. Changes of existing service to Trunk Hunting after the initial order for Local Exchange Service will require payment of Service Connection Charges.



## 3.8 Central Office Features

### 3.8.1 Custom Calling Services

Depending on the type of central office switching equipment in an exchange, certain optional calling features may be available. These optional features offer customers convenience and greater control over the use of their telephones. These groups of features are generically referred to as Custom Calling Services and Advanced Calling Services.

- A. Call Waiting informs a customer with a tone during conversation that another call is waiting to be answered. This feature allows the customer to put the current call on hold and answer the incoming call or alternate between the calls.
- B. Cancel Call Waiting is an enhanced Call Waiting feature that allows the customer to disable Call Waiting for the duration of a particular call.
- C. Call Forward-All Calls allows the customer to temporarily forward the customer's incoming calls to another number of the customer's choice.
- D. Call Forward-No Answer allows the customer to temporarily forward incoming calls to another number of the customer's choice, after a certain number of unanswered rings.
- E. Call Forward-Busy allows the customer to temporarily forward incoming calls to another number of the customer's choice, only when the customer's line is busy.
- F. Call Forward-Remote Access allows the customer to activate or deactivate the call forward feature from a remote location.
- G. 3-Way Calling allows the customer to add a third party to an existing phone conversation or put a call on hold and place another call.
- H. 8 Number Speed Calling allows the customer to reach eight frequently called numbers by dialing a one digit code.

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Issued: March 21, 2008

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Effective: April 1, 2008

# 3.8 Central Office Features (cont'd.)

# 3.8.1 Custom Calling Services (cont'd.)

I. 30 Number Speed Calling allows the customer to reach thirty frequently called numbers by dialing a two digit code.

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## 3.8.2 Advanced Calling Services

- A. Caller Identification (Caller ID) Name and Number allows the customer to view the calling party's name and number, including non-published and non-listed numbers, prior to answering a call. This service requires a customer provided display device.
- B. Caller ID Blocking allows the customer to restrict his/her name and telephone number from being released to called parties, on an ongoing, per-line basis. The called party will receive a "private" message instead of the calling party's name and number. The customer's name and number will be released when calling 8XX, 900, or 911 numbers. (Customers may activate a blocking feature on a per-call basis at no charge by dialing an activation code before initiating each call.)
- C. Warm Line allows a predesignated number to be automatically dialed 30 seconds after the phone goes off-hook.
- D. Anonymous Caller Rejection allows a Caller ID subscriber to reject incoming calls which have deployed Caller ID Blocking.
- E. Automatic Callback allows the customer to redial the last number called, regardless of whether the original call was answered, unanswered or busy. The system will monitor the calling and called lines and attempt to connect the call for up to 30 minutes. The customer may deactivate the feature when desired.

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Hartington Telecommunications Co., Inc. Local Exchange Service Tariff

### S' TION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

## 3.8 Central Office Features (cont'd.)

## 3.8.2 Advanced Calling Services (cont'd.)

- F. Automatic Recall allows the customer to input a code to dial the number of the last party that called or attempted to call the customer's number. Before the number of the last caller is dialed, the number is announced so that the customer can decide whether to place the call.
- G. Distinctive Ringing/Teen Service allows the customer to have up to two telephone numbers on the same access line with unique ringing patterns. If the customer also subscribes to Call Waiting, the same unique ringing patterns correspond.
- H. Selective Ringing allows a customer to program a list of special callers. When those callers make calls to the customer, a special ring announces the calls. If the customer also subscribes to Call Waiting, the same unique ringing patterns correspond.
- I. Selective Call Rejection 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.
- J. Selective Call Acceptance allows the customer to create a preselected list of phone numbers from which they will receive calls. Callers from numbers not on the list receive an announcement that informs them that the customer is not accepting calls.
- K. Selective Call Forward allows the customer to create a list of phone numbers that will be forwarded when called from. Calls from numbers not on the list will not be forwarded.
- L. Super Speed Call allows the customer to establish a speed call list by using names instead of two digit numbers from the telephone keypad. The customer with the appropriate authorization code may maintain the list.

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# STATION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

## 3.8 Central Office Features (cont'd.)

## 3.8.2 Advanced Calling Services (cont'd.)

- M. Advanced 1+ Per Call Restriction allows a customer to only (M) dial a 1+ call if the person dialing inputs the proper authorization code for each call.
- N. Advanced 1+ Call Restriction allows a customer with an authorization code to allow or deny all 1+ calling.
- O. Customer Originated Trace allows a called party to initiate an automatic trace of the last call received. Customer Originated Trace is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for further action. At the customer's request, the results of a trace will be furnished to legally constituted law enforcement agencies or authorities. The customer originating the trace will not receive the traced telephone number. The Company is not liable for damage if, for any reason, the Customer Originated Trace attempt is not successful.
- P. Find Me allows the customer to specify up to six (6) (N) telephone numbers to be dialed at the same time or in succession when he/she receives a call. It alerts the caller that it is attempting to locate the called party and to stay on the line.
- Q. Telemarketing Call Screening intercepts unknown and out-ofarea calls before the customer's telephone rings, and an announcement is played that instructs telemarketers to hang up and add the party to their Do Not Call lists. Other unknown and out-of-area callers are asked to dial "1" or stay on the line to be connected to the called party.



Effective: April 1, 2008

# 3.8 Central Office Features

# 3.8.3 Application of Rates

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- A. Central Office Features are charged at monthly rates per access line/trunk. Central Office Features charges are in addition to monthly charges for Access Line/Trunk Rates.
- B. Customers ordering Central Office Features may purchase features in packages. The customer may designate certain combinations of features and receive a discounted rate for the package.
- C. Service Connection Charges may apply for ordering Central Office Features.
- D. From time to time, the Company may offer special promotions, waiving monthly rates or installation charges associated with Central Office Features or packages.



Effective: April 1, 2008

Hartington Telecommunications Co., Inc. Local Exchange Service Tariff

## ST TION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

## 3.9 Presubscription and Preferred Carrier Freeze

### 3.9.1 General

- 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. Preferred Carrier Freeze prevents a change in a customer's intraLATA or interLATA long distance carrier selection unless the customer gives the Company express consent to change the carrier selection.
- 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. Customers desiring to freeze their choice of long distance carrier(s) must sign a letter of agency with the Company. This document permits the customer to specify the telephone numbers which are to be frozen and the services subject to a freeze, i.e., intraLATA toll and/or interLATA toll.
- C. Customers will be unable to change their long distance carrier selection for the specified telephone number(s) until they give written or verbal authorization to the Company. When the customer is lifting the freeze orally, the Company may ask questions to verify a customer's identity, such as social security number or date of birth.

# 3.9.2 Application of Rates

- A. After the end user's initial selection of an interLATA and intraLATA carrier or the designation that they do not want to presubscribe to any interexchange carrier, the end user will be charged a carrier change charge(s) for any changes in selection(s).
- B. In the event the end user is incorrectly presubscribed due to misassignment on the part of the Company, no charge will apply. For misassignment due to error on the part of an interexchange carrier, see NECA Tariff FCC No. 5.

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Effective: April 1, 2008

Hartington Telecommunications Co., Inc. Local Exchange Service Tariff

# S' TION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

## 3.9 Presubscription and Preferred Carrier Freeze (cont'd.)

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

C. A nonrecurring Preferred Carrier Freeze will apply to each line frozen. No charge applies when the customer lifts the freeze.

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# 3.10 Directory Listing Service

### 3.10.1 General

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



Effective: April 1, 2008

# 3.10 Directory Listing Service (cont'd.)

## 3.10.2 Primary Listing

- A. Each subscriber is entitled to one free directory listing, termed the Primary Listing.
- B. A Primary Listing will be provided for each separate service ordered by the customer. When two or more lines or PBX trunks are consecutively operated, the first number of the group is considered the primary listing. Additional stations will not be entitled to extra listings without charge.
- C. The names listed in Primary Listings shall be limited to one of the following:
  - 1. The individual name of the customer.
  - 2. The individual name of a member of the customer's family.
  - 3. The names of two members of a customer's family (i.e., Smith, John & Jane).
  - 4. The name under which the customer or joint user is actually doing business, as evidenced by signs on the premises, by letterheads, or by the name under which a bank account is maintained.
  - 5. The name under which a business is actually being conducted by someone other than the customer and which the customer or joint user is authorized by such other to use.
  - 6. The names of departments when such listings are deemed necessary from a public reference viewpoint.



Effective: April 1, 2008

Hartington Telecommunications Co., Inc. Local Exchange Service Tariff

## S' TION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

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

## 3.10.2 Primary Listing (cont'd.)

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.

## 3.10.3 Non-Listed and Non-Published Telephone Numbers

- A. Non-Listed Numbers are provided to customers who request that the Primary Listing be omitted from the directory, but that their name and number still be available from Directory Assistance.
- B. Non-Published Numbers will be provided to customers who request that the Primary Listing be omitted from the directory and from the information records, i.e. their name and address would not be available from Directory Assistance.
- C. The omission of a Primary Listing from the directory does not entitle the customer to a credit to the customer's Local Exchange Service bill, nor does it entitle the customer to an Extra Listing without charge in connection with other services for which the customer may be subscribing.

#### 3.10.4 Number Change

Service Connection Charges apply when a customer requests his telephone number be changed, whether it is published, non-published, or unlisted.

Effective: April 1, 2008

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### 3.10 Directory Listing Service

### 3.10.5 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. When Directory Listing Services are requested with the original order for Local Exchange Service, additional Service Order Charges will not apply. When any Directory Listing Service is ordered or changed after Local Exchange Service is initially ordered, a Service Order Charge will apply.
- D. All Directory Listing Charges will begin at the time the listing is posted on the information records.



Hartington Telecommunications Co., Inc. Local Exchange Service Tariff Section 3 3rd Revised Sheet 3-23

SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.11 Reserved for Future Use

(D)



Effective: March 1, 2013

Hartington Telecommunications Co., Inc. Local Exchange Service Tariff

Section 3 1<sup>st</sup> Revised Sheet 3-24

# SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

3.12 Reserved for Future Use (D)



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Effective: March 1, 2013

#### SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

#### 3.13 Semi-Public Telephone Service

#### 3.13.1 General

The Company no longer provides Semi-Public Telephones or booths for housing Semi-Public Telephones. The Company will provide Business Access Line Service in conjunction with a customer provided exchange station that is equipped with a coin collecting device.

## 3.13.2 Application of Rates

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



Issued: May 27, 1997 Effective: June 6, 1997

# SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

#### 3.14 Operator Services

#### 3.14.1 General

Operator services are available to customers in the Hartington exchange on local and intraLATA calls as specified in this tariff. Operator services on interLATA calls are available to customers through other long distance toll providers. Local (C) operator services and intraLATA operator services are available to customers through other long distance toll providers except for the following types of calls: (C)

- A. Busy Line Verify Customer requests operator assistance (T) in determining if a called line is actually busy or out of service. No request will be processed on a collect or third number billed basis.
- B. Busy Line Interrupt Customer requests that the operator (T) interrupt a conversation on a busy line and give a message to the person whose line is interrupted. No request will be processed on a collect or third number billed basis.



Effective: May 1, 2006

# SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

# 3.14 Operator Services

# 3.14.2 Application of Rates

- A. Operator Service Charges are applied by the provider of the service on a per call basis in addition to the Local Call Rate or the applicable long distance charges.
- B. Operator Service Charges do not apply to calls to the operator for trouble reporting, to calls made in place of direct dialed calls that encountered trouble or were cut off, or for emergency local calls to police, fire, ambulance, etc.
- C. The charges for Busy Line Verify and Busy Line Interrupt will be billed directly to the access line of the party requesting verification or interruption.



Effective: May 1, 2006

# RECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

## 3.15 Directory Assistance Service (411)

(T)

#### 3.15.1 General

Directory Assistance Service (411) provides, upon customer initiated request from the Company's territory, published and non-listed telephone numbers within the continental United States.

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## 3.15.2 Application of Rates

- A. The Directory Assistance Charges specified in this tariff apply when a customer initiates a call to Directory Assistance from the Company's serving territory and requests a telephone number within Nebraska and within the same area code or Number Plan Area (NPA) from which the request is being made.
- B. Directory Assistance Charges shall be billed to the customer on a per call basis. A maximum of two listings may be requested per call.
- C. Directory Assistance calls in the Hartington exchange will be rated in accordance with the rates in Section 4 of this tariff.
- D. Toll charges may apply if the customer accepts 411 Call Completion Service as specified in the Hartington long distance services catalog, and the call is completed outside the Company's local service area.

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NPSC-Comm. Dept.

Effective: April 1, 2003

## SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

# 3.15 <u>Directory Assistance Service (411)</u>

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## 3.15.2 Application of Rates

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

Effective: April 1, 2003

# ST TION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

# 3.16 <u>911 Service</u>

# 3.16.1 Description of 911 Emergency Service

- A. 911 Emergency Service shall mean a telephone service that provides a subscriber with the ability to reach a Public Safety Answering Point (PSAP), for the purpose of reporting emergencies, by dialing the digits 911. A PSAP may be a local fire station, the local police station, the county sheriff's office or some other specified central point as determined by the governing body. The serving arrangement and the type of equipment to be used for the provisioning of 911 Service in a particular 911 area shall be determined by the governing bodies having jurisdiction over such area and by availability of facilities.
- B. This service is limited to the use of 911 as the universal emergency telephone number. The Company will not provide 911 Service to less than an entire central office and will only provide one 911 Service out of that central office.
- C. 911 Service may be one of the following types:
  - 1. <u>Basic 911</u> A 911 call will be translated to a seven-digit number and will be sent to a specific location as requested by the governing body.
  - 2. <u>Basic 911 with Automatic Number Identification (ANI)</u> A 911 call will be transferred to a specific location where the subscriber's telephone number will appear at the PSAP.
  - 3. <u>Basic 911 with Automatic Number Identification</u> (ANI) A 911 call will be transferred to a specific location where the subscriber's telephone number will appear at the PSAP.
  - 4. Enhanced 911 (E911) A 911 call will be transferred to a specific location where the subscriber's telephone number, Automatic Number Identification feature (ANI), and the subscriber's location, Automatic Location Identification feature (ALI), will appear at the PSAP.

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Effective: April 1, 2008

# ST TION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

# 3.16 911 Service (cont'd.)

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# 3.16.1 Description of 911 Emergency Service (cont'd.)

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

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# 3.16.2 Establishment of Service

- A. Applications for 911 Service must be executed in writing by each participating governing body.
- B. A contract must be signed by the governing body before the 911 Service will be provided and before any new equipment will be purchased by the Company to provide the 911 Service.
- C. The 911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

# 3.16.3 Purpose of 911 Service

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

MAR 2 1 2008

NPSC-Comm. Dept.

Effective: April 1, 2008

## STOR 3. SERVICES AND APPLICATION OF RATES AND CHARGES

# 3.16 911 Service (cont'd.)

# 3.16.3 Purpose of 911 Service (cont'd.)

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

# 3.16.4 Responsibilities of the Customer

- A. Because the Company's serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
- B. It is the customer's responsibility to insure that Customer Premises Equipment (CPE) selected to operate 911 system features is compatible with service furnished by the Company. Any CPE used in conjunction with 911 Service shall be configured so that it is unable to extract any information other than the information relating to a number identified as the source of an in-progress 911 call through the use of the ANI feature.
- C. The rates charged for 911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests to determine whether the system is functioning properly. The customer shall notify the Company promptly in the event the system is not functioning properly.
- D. The Company does not undertake to answer and forward 911 calls, but provides facilities to enable the customer's personnel to respond to such dallys from the customer's premises.

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NPSC-Comm. Dept. Effective: April 1, 2008

# S' TION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

# 3.16 911 Service (cont'd.)

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

- E. It is the responsibility of the governing body requesting or implementing the 911 Service to notify all subscribers of any charges associated with the 911 Service, the location of the PSAP, and the rule governing a subscriber's "Right to Privacy." In return for the forwarding of subscriber information to the PSAP, all subscribers using a 911 Service will relinquish their "Right to Privacy" upon making 911 calls. In the case of 911 service being discontinued by the governing body, customers shall be notified of new dialing instructions at least 30 days in advance.
- F. The 911 Service customer assumes all risks connected with the service, including service interruption or failure of call completion, whether resulting from network failure, network blockage or from any other cause.

# 3.16.5 Liability of the Company

- A. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures or malfunctions of this service or any part thereof whether caused by the negligence of the Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit that may be given for an out-of-service condition as specified in this tariff.
- B. The 911 Service customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, damages, expenses, suits or other action, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted or asserted by the customer or by any other party or person, for personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others, arising out of or resulting from the customer's acts or omissions.

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NPSC-Comm. Dept.

## SETTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

# 3.16 911 Service (cont'd.)

## 3.16.5 Liability of the Company (cont'd.)

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

# 3.16.6 Billing Responsibilities of the Company

- A. The Company will assess a 911 Service surcharge, upon 90 days' written notice from the governing body, to all subscribers who are within the jurisdiction of a governing body that is making a request to the Company under Nebraska law, LB 240.
- B. The Company will change the amount of the 911 Service surcharge when notified by the governing body by certified or registered mail no less than 90 days before the new rate becomes effective.

# 3.16.7 Application of Rates

- A. Temporary suspension of service at reduced rates, as described this tariff, is not provided for any part of 911 Service.
- B. Applicable monthly Local Loop Charges will apply to the lines provided for 911 Service. Service Connection Charges will apply when lines are installed to provide 911 Service.

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Effective: April 1, 2008

NPSC-Comm. Dept

# S! TION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

# 3.16 911 Service (cont'd.)

# (M)

# 3.16.7 Application of Rates (cont'd.)

- C. An Initial Charge for Special Equipment may be assessed whenever special equipment is installed to provide 911 Service. This charge will be determined on an individual case basis.
- D. Either the governing body or the subscriber will assume the charge for the 911 call if routed over a long distance line. If dedicated lines are used to route the call, the monthly charge for the dedicated lines will be the same as shown in the NTA Access Tariff.

## (M)

# 3.17 Subscriber Records Service

# 3.17.1 Description of Subscriber Records Service

Subscriber Records Service is available to the 911 Service customer. Subscriber Records are names, addresses and telephone numbers of the Company's subscribers. In some areas, the service address may be a post office box number or rural route instead of a street name and house number.

# 3.17.2 Use of Subscriber Records

- A. Company subscriber names, addresses and telephone numbers provided to a 911 Service customer are proprietary data and may be used solely for the purpose of identifying the location or identity, or both, of a person calling a 911 PSAP.
- B. Company subscriber information may not be used or disclosed by 911 system agencies, their agents or their employees for any other purpose except under a court order. Subscriber records provided by the Company may not be duplicated except for the purpose of database back-up to protect the integrity of the system. Upon termination of Subscriber Records Service, the customer will return the records to the Company, or upon the Company's approval, records may be destroyed by the customer.

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Issued: March 21, 2008

Effective: April 1, 2008

NPSC-Comm. Dept.

Section 3 1st Revised Sheet 3-36

# STOR 3. SERVICES AND APPLICATION OF RATES AND CHARGES

# 3.17 Subscriber Records Service (cont'd.)

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# 3.17.3 Application of Rates

- A. A one-time charge per listing will be assessed to establish an E911 data base.
- B. A charge per service order will be assessed to maintain and update the E911 data base. In addition, an annual update charge will be applied. The amount of this charge will be determined on an Individual Case Basis.

# 3.18 Reserved for Future Use



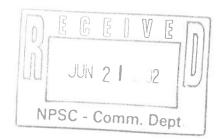
Effective: April 1, 2008

Section 3 1st Revised Sheet 3-37

SECTION 3. <u>SERVICES AND APPLICATION OF RATES AND CHARGES</u>

3.18 Reserved for Future Use

(D)



Issued: June 21, 2002 Effective: July 1, 2002

## SECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

#### 3.19 Miscellaneous Services

#### 3.19.1 Reserving Telephone Number Groups

Local telephone numbers may be reserved in groups of 25 numbers. A monthly Telephone Number Group Fee will apply for reservation or assignment of each group of 25 numbers. The monthly Telephone Number Group Fee applies in addition to the monthly charges for the customer's lines or trunks placed into service.

#### 3.19.2 Malicious Call Trace

- A. Customers desiring that the Company trace malicious calls must request that the Company install equipment or program the customer's line in order to determine where telephone calls to his access line have originated.
- B. The customer and the sheriff must sign a release form provided by the Company, prior to commencing Malicious Call Trace Service.
- C. All information will be forwarded to local law enforcement officials.
- D. A Malicious Call Trace Charge will apply for each week the service is in place.

#### 3.19.3 <u>Telephone Number Change</u>

Service Connection Charges apply when changing a telephone number, regardless of whether it is published, unlisted, or unpublished.



Issued: May 27, 1997 Effective: June 6, 1997

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## ECTION 3. SERVICES AND APPLICATION OF RATES AND CHARGES

#### 3.19 Miscellaneous Services

#### 3.19.4 Coin Supervision Additive Service

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

# 3.19.5 <u>Special Telephone Number Intercept</u>

When a customer moves to an exchange outside the Company's serving area and requests that their new telephone number be provided to anyone who calls the disconnected number, intercept service will be provided by voice mail. For this type of intercept service, the customer will pay a Service Order Charge, a Central Office Charge and a monthly Special Telephone Number Intercept Charge.

#### 3.19.6 <u>Telephone Number Change</u>

If a customer desires that his or her telephone number be changed, regardless of whether it is published, unlisted, or unpublished, a Service Order Charge and Central Office Charge will apply. If the customer desires, the new number will be provided to anyone who calls the disconnected number for up to 12 months. This service will be provided via a recorded intercept at no charge.

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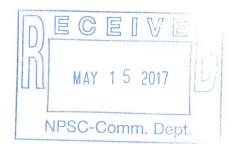
Issued: August 22, 2000

Effective: September 1, 2000

# SECTION 4. RATE LIST

# 4.1 Local Exchange and Extended Area Service

		Business Rates	Residence Rates
Α.	Per Access Line	\$27.50	\$20.00 (I)
В.	Reserved for future use		
C.	Minimum deposit to establish credi	t	\$50.00



Effective: June 1, 2017

Section 4 1<sup>st</sup> Revised Sheet 4-2

# SECTION 4. RATE LIST

# 4.2 Line Extensions

Excess Construction Charge (per one-tenth route miles or fraction thereof)

\$250.00

# 4.3 Leased Cable Pairs

Off-Premises Extension-Same Contiguous Property	\$ 2.00/month	(R)
1 <sup>st</sup> 100 feet from main station or terminal (whichever is closer)	\$125.00/installation	(I)
each additional 100 feet (or fraction thereof)	\$ 75.00/installation	(I)

Off-Premises Extension-Non-contiguous Property \$ 8.00/month

# 4.4 Foreign Exchange Service

Trunk Hunting

4.5

Per line/trunk

\$ 1.00/month

See NTA Access Tari



Effective: March 1, 2013

# SECTION 4. RATE LIST

## 4.6 Central Office Features

CONDITIONS: Custom Calling Service may be provided on individual lines and key business lines. PBX customers and public and semi-public telephone services are excluded.

4.6.1	Custom Calling Services Charges/Line	Monthly
	Call Waiting Cancel Call Waiting Call Forward-All Calls Call Forward-No Answer Call Forward-Busy Call Forward-Remote Access 3-Way Calling Package: Call Wtg., Call Fwd., 3-Way Clg. 8 Number Speed Calling 30 Number Speed Calling	\$ .50 \$ .50 \$ .50 \$ .50 \$1.00 \$1.25 \$1.25 \$2.00

# 4.6.2 Advanced Calling Services

# Monthly Charges/Line

		/ \
Caller ID	\$2.50	(R)
Caller ID Blocking (per call)	No charge	
Caller ID Blocking (per line)	\$1.50	
Warm Line	\$1.50	
Anonymous Caller Rejection	\$1.50	
Automatic Callback	\$1.00	
Automatic Recall	\$1.00	
Distinctive Ringing/Teen Service	\$2.25	
Selective Ringing	\$1.00	
Selective Call Rejection	\$2.00	
Selective Call Acceptance	\$1.00	
Selective Call Forward	\$1.00	
Super Speed Call	\$3.00	
Advanced 1+ Per Call Restriction	\$2.25	
Advanced 1+ Call Restriction	\$2.25	
Customer Originated Trace (per use)	\$3.00/use or	
-	\$10.00/month	
Find Me	\$5.00	
Telemarketing Call Screening	\$2.00	
-		



Effective: March 1, 2013

Section 4 7th Revised Sheet 4-4

#### SECTION 4. RATE LIST

## 4.6 Central Office Features (cont'd.)

4.6.2 Calling Services/Packages

Monthly Charges/Line

When provided with Hartington Telecommunications' bundled services packages.

Up to 3 of the above services

No Charge

4.7 Primary Interexchange Carrier Change Charge

\$13.25/line

Preferred Carrier Freeze

\$5.00/line

4.8 Directory Listing Service

Primary Listing Non-listed Telephone Number Non-published Telephone Number No charge \$ .50/month

\$ .50/month

4.9 Reserved for Future Use

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1.10 Reserved for Future Use

(D)

4.11 Semi-Public Telephone Service

Business Access Monthly and Installation Rates Apply

4.12 Operator Services (Local and IntraLATA)

Busy Line Verify Busy Line Interrupt \$2.50/call \$3.00/call



Issued: February 18, 2013 Effective: March 1, 2013

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# SECTION 4. RATE LIST

4.13 Directory Assistance Service (Local and Within Area Code) (411)

Directory Assistance Charge

\$1.00/call

4.14 <u>911 Service</u>

Initial Charge for Special Equipment ICB

Recurring Charge

Recurring Charge for Special Access Service

Local Loop Rates See NTA Access

Tariff

4.15 <u>Subscriber Records Service</u>

Set-Up Charge

Routine Update of Database

Annual Update Charge

\$ .30/listing

\$2.00/Service Order

ICB

4.16 Reserved for Future Use

4.17 <u>Miscellaneous Services</u>

4.17.1 Reserving Telephone Number Groups

Telephone Number Group Fee

\$10,00/month

4.17.2 Malicious Call Trace Charge

\$ 5.00/week

4.17.3 Coin Supervision Additive Service

\$ 2.21/line/mo.

4.17.4 Special Telephone Number Intercept

\$ 2.50/month

Issued: March 21, 2003

Effective: April 1, 2003

# New Service!

# 411

Dial 411 and get ANY number ANYWHERE in America and get connected.\*

Now you can use 411 for all your directory assistance needs. 411 is the quick & easy way to get:

- local numbers
- national numbers
- 800 numbers

# We've got your number for directory assistance!

411 is now the only number you need to know when you need any phone number in the United States. You can begin using this service immediately!

- NO sign-up fee
- NO registration fee
- NO monthly fee
- NO commitment
- Optional Call Connect\*

# Start using 411 today.

No hassles. No hang-ups. No fussing with area codes. Just one number to dial for any number, anytime, anywhere in the United States!

Toti charges may apply to calls connected outside your service area.
 Local call completion may not be available in all areas.



104 W. Centre St. • P.O. Box 157 Hartington, Nebraska 68739-0157 402-254-3901 www.hartel.net

<sup>\*</sup> Toll charges may apply to calls connected outside your service area. Local cell completion may not be available in all areas.

Section 4 4th Revised Sheet 4-6

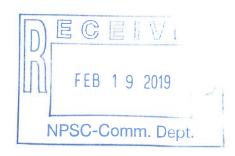
#### SECTION 4. RATE LIST

## 4.18 Service Charges

Service Activity Charge	\$20.00	
Insufficient Funds Check Charge	\$25.00	
Late Payment Charge	\$20.00	(C)

Material Charges ICB

Plant Construction Charge (Service Drop) \$50.00
Placement of Underground Wire/Cable
To a Residence or Business Where No
Previous Service has Been Established



Issued: February 15, 2019 Effective: March 1, 2019