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**Filed Date: 6-30-22** 

Mr. Will Seuffert Executive Secretary Minnesota Public Utilities Commission 121 7th Place East, Suite 350 St. Paul, MN 55101

Re: Ace Telephone Association d/b/a Acentek Revised Intrastate Tariff Book Filing

Dear Mr. Seuffert:

Enclosed via e-filing is a revised tariff book filed on behalf of Ace Telephone Association d/b/a Acentek.

The FCC's Report and Order concerning Originating Toll Free Access requires the rate for Toll Free Database Query to be reduced by 50% beginning July 1<sup>st</sup>, 2022. The change in the tariff is as follows:

Section 7, Sheet 6, Rev 2 Effective 7/1/22

Please contact me at <a href="mbuley@otcpas.com">mbuley@otcpas.com</a> or (651) 621-8306 with any questions concerning this filing.

Sincerely,

Isl Mary 7. Buley
Mary T. Buley
Senior Telecommunications Consultant

Enclosures

cc: Todd Roesler, Ace Telephone Association d/b/a Acentek

# ACE TELEPHONE ASSOCIATION DBA ACENTEK

# **TELEPHONE TARIFF**

# FILED WITH THE MINNESOTA PUBLIC SERVICES COMMISSION

EFFECTIVE February 20, 2020

Todd Roesler - CEO

207 East Cedar Street Houston, MN 55943

THIS TARIFF CANCELS AND SUPERSEDES IN ITS ENTIRETY ALL PREVIOUS TARIFFS ISSUED BY ACE TELEPHONE ASSOCIATION, DOING BUSINESS AS ACE COMMUNICATIONS GROUP OR DOING BUSINESS AS ACENTEK

#### TITLE SHEET

# GENERAL RATES, RULES AND REGULATIONS FOR FURNISHING TELEPHONE SERVICE AT

BROWNSVILLE
CANTON
DAKOTA
EITZEN
GRANGER
HOKAH
HOUSTON
LA CRESCENT
LANESBORO
NEW ALBIN, IOWA (MN portion)
OSTRANDER PETERSON
RUSHFORD

Applying to the Intrastate Telephone Services Furnished Within The State of Minnesota

#### Explanation of Symbols:

The following Symbols are applicable to all sections of this Tariff schedule:

- (D) Discontinued Rate, Charge, Regulation or Condition.
- (I) Increase in Rate or Charge.
- (M) Moved To Or From Another Tariff Location.
- (N) New Rate, Charge, Regulation or Condition.
- (R) Reduction in Rate or Charge.
- (T) Changed text with no effect on Rate, Charge, Regulation or Condition.

#### TABLE OF CONTENTS

#### INDEX

Section 1	Definition of Terms
Section 2	General Regulations
Section 3	Local Exchange Service
Section 4	Service Areas
Section 5	General Exchange Service
Section 6	(Saved for Future Use)
Section 7	Interexchange Access Service

IIID III		
	Section	$\underline{\text{Sheet}}$
- A -		
Access to Facilities	2	18
Adjacent Exchange Service	5	23
Advantage Plan	3 2	4 30
Adjustments for Municipality Payments Advance Payments	$\frac{2}{2}$	11
Application of Rates and Charges	2	21
General	2	21
Business	2	22
Residence	2	23
Churches	2	24
Combined Access Line Service (Bridged)	2	25
Schools and Public Libraries	2	27
Applications for Service	2	7
Automatic Dial Emergency Access Line	3	3
- B -		
- C -		
Call ID Blocking	=	38
Call Tracing	5 5	1
Cancellation of Application Prior to Service	2	7
Centrex Service	3	9
Construction Charges	5	58
Credit Policy	2	11
Custom Calling Features	5	4
Custom Local Area Signaling Services (CLASS)	5	33
Customer Billing	2	14
Customer Originated Trace	5	2
Customer Premise Inside Wire	2	30

	Section	$\underline{\text{Sheet}}$
- D -		
Damage Loss or Destruction of Company Facilities Definitions Direct Inward Dialing (DID) Service Directories Directory Assistance Service Directory Listings Disconnection of Service for Cause	2 1 3 2 5 5 2	18 1 5 17 6 7 21
- E -		
811 Services Emergency Service Employees' Telephone Service Establishing Credit Exchange Rates - (Business/Residence)	5 5 5 2 3	52 9 14 8 2
- F -		
511 Services Failure to Pay for Service	5 2	44 16
- G -		
General Regulations	2	1

- H -

		Section	$\underline{\text{Sheet}}$
	- I -		
Identification of Parties to Communications Interexchange Access Service Interruptions to Service	3	2 7 2	19 1 19
	- J -		
Joint User Service		5	56
	- K -		
	- L -		
Liability of the Company Lifeline Program Limiting of Communications Local Exchange Service Local Exchange Service Areas Local Number Portability Local Operator Service		2 5 2 3 4 5 5	1 29 19 1 1 42 15
	- M -		
	- N -		
900 Blocking Service		5	17

	<u>JEA</u>		
		Section	Sheet
	-0-		
Operator Assistance Ownership of Facilities		5 2	63 18
	- P -		
Package Rates for Additional Features Payment for Service Payphone Provider Service Power Supply Primary Rate Service (ISDN) Provision of Equipment		5 2 5 2 3 2	41 15 18 18 12 32
	- Q -		
	- R -		
Rearrangement, Repair, Maintenance, Discon- and Removal of Facilities Refusal of Service Remote Call Forwarding Appearance Restoration of Service	nection,	2 2 5 2	18 21 43 17

	Section	Sheet
G.		
- S -		
School Classroom Service	5	22
Seasonal Service	5	26
Service Charges	5	61
Special Assemblies of Equipment	2	29
Special Construction	2	29
Special Promotions	5	27
- T -		
211 Services	5	48
TAM – Telecommunications Access Minnesota	5	28
TAP - Minnesota Telephone Assistance Plan	5	29
Teen Service	5	65
Telephone Numbers	2	17
Termination of Service	2	20
Toll Restriction Service	5	32
Toll Screening Service	5	32

	Section	$\underline{\text{Sheet}}$
- U -		
Undertaking of the Company Use of Service Fraudulent Use General Harassment Impersonation Interference with or Impairment of Service Location of Service Obscenity Resale of Service Subscribing to Adequate Service Unlawful Use of Service	2 2 2 2 2 2 2 2 2 2 2 2 2	1 5 6 5 6 6 7 5 6 6 5
- V -	5	40

- W -

- X - Y - Z -

ACCESS LINE - A line which connects a customer to the central (switching point) office of an exchange through which local calls can be made without additional charge.

ACOUSTICAL CONNECTION - A connecting arrangement without electrical connections that permits transmission of sound between a telephone instrument and customer-provided equipment.

ADDITIONAL LISTING - Any listing of a name or information in connection with a customer's telephone number beyond that to which he is entitled without additional charge in connection with his regular service.

ADJACENT EXCHANGE SERVICE - Local exchange service furnished from a contiguous exchange, in addition to the customer's primary (home) exchange service.

APPLICATION - A request made orally or in writing for telephone service.

AUTHORIZED USER - A person, firm or corporation (other than the customer) on whose premise a telephone, Private Branch Exchange, or private line service or channel is located and who may communicate over such channels in accordance with the terms of the tariff.

BASE RATE - A rate for urban grades of exchange service available to customers located within a base rate area.

BASE RATE AREA - A specific area within which local telephone exchange service, other than rural line service, is furnished at rates quoted on the Local Exchange Service Tariffs without extra Mileage Charges.

BUSINESS SERVICE - Telephone service furnished to customers where the actual or obvious use is principally or substantially of a business, professional, or occupational nature.

CENTRAL OFFICE - A 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.

CENTRAL OFFICE LINE - A circuit directly connecting an individual or party line main station, private branch exchange switchboard or an intercommunicating system with a central office.

CHANNEL - A path for communication between two or more stations, or Company offices, furnished in such a manner as the Company may elect, whether by wire, radio or a combination thereof and whether or not by a single physical facility or route.

CLASS OF SERVICE - The various categories of service generally available to the customer, such as business or residential.

COINSUPERVISION ADDITIVE SERVICE – Provides the capability of central office line equipment to pass signals and/or tones from a local exchange service line to a trunk terminating at the payphone service provider's (PSP's) operator service provider. These signals enable an operator service provider to recognize coin deposits and return coins to the pay telephone user. Coin Supervision Additive Service also permits a suitably equipped operator service provider to automatically ring back the originating local exchange service line upon completion of a call.

COIN TELEPHONE SERVICE - See Public Telephone.

COMMISSIONS - A percentage of collections paid as a fee in consideration of service rendered to the Company.

COMMUNICATIONS SYSTEM - Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between customer-provided terminal equipment or company stations.

COMPANY - A corporation, association, partnership, or individual engaged in the business of furnished telephone service to the public under the jurisdiction of the Minnesota Public Utilities Commission.

CONNECTING ARRANGEMENT - The equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company or of facilities of the Company with other facilities of the Company.

CONNECTING COMPANY - A corporation, association, partnership or individual owning or operating one or more exchanges and with who communications services are interchanged.

CONNECTOR - See "Switch".

CONNECTION CHARGE - See "Service Connection Charge".

CONSTRUCTION CHARGE - A separate non-recurring charge made for the construction of facilities in excess of that contemplated under the rates quoted in the exchange tariffs.

CONTINUOUS PROPERTY - The plot of ground, together with any buildings thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others.

CONTRACT - Refers to the agreement between a customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

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

CUSTOMER - The individual, partnership, association or corporation which contracts for telephone service and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

CUSTOMER OWNED PAY TELEPHONE SERVICE - Customer provided, customer owned coin or non-coin operated telephones at locations accessible to the public, e.g., store, business places, including boarding or rooming houses, employee lounges and school or college buildings, where desired by the owner.

CUSTOMER-PROVIDED EQUIPMENT - Devices, apparatus, and/or associated wiring provided by a customer.

DATA ACCESS ARRANGEMENT - A protective connecting arrangement for use with the network control signaling unit; or in lieu of the connecting arrangement, and arrangement to identify a central office line and protective facilities and procedures to assure proper operation and protection of the telecommunications network.

DEMARCATION POINT - The point of connection, provided and maintained by the Company, at which the Company service and the property owner or customer's facilities are connected. This Demarcation Point is to be mutually agreeable to the Company and the subscriber or property owner and is normally located near the point where the Company facilities enter the building or property, on the subscriber's side of the Company's protector, or its equivalent.

The Company will provide a Demarcation Point for each residential structure having a separate ground level entrance. Residential structures sharing common walls, but not sharing common entrances or common space, such as hallways or basements, will have separate Demarcation Points.

Multitenant residential structures sharing common entrances or common space will have one Demarcation Point per structure. "Residential structure" does not include garages, barns, or other buildings situated on residential property but not intended for human habitation.

For multiple buildings constructed on continuous business property, such as shopping centers, condominiums, industrial parks, and campuses, the Company may establish a single Demarcation Point or may designate one of the existing terminating connections on a property as a main Demarcation Point. Where feasible, one or more alternate Demarcation Points may be placed or reinforced by the Company at the request of the business customer or property owner. Charges will be applied to cover additional costs of placing or reinforcing alternate Demarcation Points. The property owner or customer is responsible for service on the customer side of the Demarcation Point.

DIRECT CONNECTION - Connection of terminal equipment to the telephone network by means other than acoustic or inductive coupling.

DIRECTORY LISTING - A publication in the Company's alphabetical directory of information relative to a customer's name or other identification and telephone number.

DISCONNECT NOTICE - The written notice sent to a customer following billing notifying him that his service will be discontinued if charges are not satisfied by the date specified on the notice.

DROP WIRE - That portion of a circuit between the pole line or cable distributing box and the demarcation point of the building in which the station or switchboard is located.

END USER - Any customer of an interstate or foreign telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

ENTRANCE FACILITIES - Facilities extending from the point of entrance on private property to the demarcation point of the premises in which service is furnished.

EXCHANGE - A basic geographical unit established for the administration of telephone service in a specified area, called the "Exchange Area," which usually embraces a city, town or village, and its environs. It may consist of one or more central offices, together with the associated plant, equipment, and facilities used in furnishing communication service within that area.

EXCHANGE AREA - The territory served by an exchange.

EXCHANGE LINE - Any circuit directly or indirectly connecting an exchange station with a central office.

EXCHANGE SERVICE - The furnishing of facilities for the telephone communication within an exchange area, in accordance with the regulations and charges specified in the Local or General Exchange Tariffs. Exchange facilities are used to establish and maintain connection between the exchange station and the other telephone plant and facilities in connection with toll calls, or extended service calls.

EXCHANGE STATION - A station connected with a central office of the Company over its own lines.

EXTENDED AREA SERVICE - Interexchange telephone service furnished at flat or per minute rate between one or more exchange areas.

EXTENSION AND P.B.X. STATION MILEAGE - The charges made for the additional circuit required to furnish such stations beyond the allowable distance from the access line or P.B.X. switchboard.

EXTENSION LINE - A circuit connecting a primary station with an extension station, or a circuit connecting a private branch exchange station with a private branch exchange switchboard. An extension line may terminate on a key in lieu of an instrument.

EXTRA EXCHANGE LINE MILEAGE - The measurement on which charges are based for that portion of the circuit extending beyond the Base Rate Area but within the Exchange Area, which is used to furnish urban classes of service in the Suburban or Rural Area.

EXTRA LISTING - See Additional Listing.

FOREIGN ATTACHMENT - Equipment or facilities not owned or furnished by the Company which are attached or connected to, and used with, exchange telephone service.

FOREIGN CENTRAL OFFICE - Any central office other than that which serves the area in which the customer is located.

FOREIGN EQUIPMENT - See "Foreign Attachment".

FOREIGN EXCHANGE LINE MILEAGE - The measurement applying to that portion of a central office line connecting a customer with a foreign central office, from the common boundary line to the customer's station, for which a monthly charge is made in addition to the base rate for exchange service.

FOREIGN EXCHANGE SERVICE - Telephone exchange service furnished to a customer through a central office of an exchange other than the exchange regularly serving the area in which the customer is located.

GRADE OF SERVICE - The term used in describing exchange service with respect to the number of main telephones which may be connected to a central office line. (One-party, two-party, four-party, multi-party).

GRANDFATHERED EQUIPMENT - Equipment so designated by the FCC which may be connected to services of the Company.

HARM - Harm consists of hazards to personnel, damage to Company equipment, and impairment of service to persons other than the user of the customer-provided equipment. Types of harm include, but shall not be limited to, voltages dangerous to personnel, destruction of or damage to equipment, induced noise or cross talk, incorrect dial pulsing, failure of supervision, false answer, incorrect billing, absence of voice band transmission path for call progress signals, and loss of capability to answer an incoming call.

INDIVIDUAL LINE - An exchange line coupled with the inside wire necessary for the connection of a telephone set.

INDUCTIVE CONNECTION - Electromagnetic coupling between customer - provided equipment and Company equipment by means of mutual inductance between an inductor in the Company equipment and a customer - provided inductor external to the Company equipment.

INITIAL SERVICE PERIOD - The minimum length of time for which a customer is obligated to pay for service, facilities, and equipment, whether or not retained by the customer for such minimum length of time.

INTERCOMMUNICATING SYSTEM - An arrangement involving two or more stations which enables a user to signal and connect with other stations in the system.

INTERCONNECTION - The method by which telecommunications facilities of the Company are arranged to transmit to, or receive information from, customer - provided equipment.

JOINT USER SERVICE - An arrangement whereby an individual, firm or corporation whose telephone needs are not such as to justify the provision of separate customer service is permitted to use the service of a customer.

LIMITED SERVICE - Service which is limited to customers at existing locations.

LINE CONSTRUCTION CHARGES - The charges applied for additions to existing central office line facilities outside a Base Rate Area to provide service to business or residence customers.

LINE EXTENSION - A circuit extending from a main terminal to an auxiliary terminal such as a line from a PBX switchboard to a telephone set or to a key.

LOCAL CHANNEL - Applies to that portion of a channel which connects a station to an interexchanging channel. A channel connecting two or more stations within an exchange area.

LOCAL EXCHANGE SERVICE - Telephone communication within Exchange Areas in accordance with the provision of the Company's Tariffs.

LOCAL MESSAGE - A completed communication between customer's stations located within the same Exchange Area.

LOCAL SERVICE AREA - The area within which telephone service is furnished under a specific schedule of rates without the application of specific charges for each message.

MAIN TERMINAL - The termination of a central office line on a customer's premises, usually at a protector.

MAINTENANCE VISIT CHARGE - A charge applied when a service difficulty or trouble report results from customer provided equipment and/or inside wiring and not from the telephone company's facilities.

MESSAGE - A completed customer telephone call.

MILEAGE - The measurement upon which charges are computed for extension, tie, private lines and for lines serving exchange stations located outside the base rate area or outside the central office area of the connecting central office.

MINIMUM CONTRACT PERIOD - The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

MODULAR CONNECTING DEVICE - A type of jack and plug arrangement as defined by the FCC.

MULTI-PARTY LINE - A single circuit furnished by the Company for rendering exchange service to a number of primary stations outside the base rate area.

NETWORK ACCESS POINT - A connector, outlet, or wiring termination on a customer's premises which affords connection to the services of the Company.

NETWORK CONTROL SIGNALING UNIT - The terminal equipment furnished, installed and maintained by the Company for the provision of network control signaling.

NON-RECURRING CHARGE - A one-time charge associated with certain installations, change or transfer of services, either in lieu of or in addition to recurring monthly charges.

PARTY LINE - A single central office line designed to connect more than one primary station with the central office.

PREMISES - The buildings, portion or portions of a building on continuous property used and/or occupied at one time by the customer in the conduct of his business or as a residence. Where floor space in adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

PRIVATE BRANCH EXCHANGE - A "Private Branch Exchange", or "Private Branch Exchange System", is an arrangement of equipment consisting of a switchboard or switching equipment situated on a customer's premises, stations connected with the switchboard or switching equipment, and connected by trunks with a central office, all of which provide for selective signaling and interconnection of such stations with each other, and for communication with the general exchange system of the Company and for toll service.

P.B.X. TRUNKS - A circuit connecting a P.B.X. system with a central office.

PRIVATE LINE - A circuit provided to furnish communication only between two or more terminals directly connected to it. Such terminals do not have access to the general exchange and interexchange networks.

PUBLIC TELEPHONE - An exchange station, either attended or equipped with a coin collecting device, designed and placed for use by the public in general, at locations chosen or accepted by the Company.

REGISTERED TERMINAL EQUIPMENT - Terminal equipment registered in accordance with FCC regulations which may be connected to access services of the Company.

RESIDENCE SERVICE - Telephone service furnished to customers when the actual or obvious use is for domestic purposes.

RURAL AREA - See "Suburban Area."

RURAL SERVICE - Base Rate classes and grades of service furnished to customers in certain sections outside the Base Rate Area but within the Exchange Area

SELECTOR - See Switch.

SEMI-PUBLIC TELEPHONE - An exchange station equipped with a coin collecting device, designed for a combination of customer and public usage at locations more or less public in character.

SERVICE CONNECTION CHARGE - The charge a customer is required to pay at the time of the establishment of a class of telephone service or subsequent additions to that service.

SERVICE, MEASURED RATE - Telephone service in which a subscriber's calls are counted automatically and a charge made based on their number.

SERVICE STATION - See Telephone Station.

SERVICE, 800 - A bulk billed service which provides a customer a monthly flat rated message service for incoming station-to-station calling from telephones within a preset calling area. This service is offered without charge to the dialing party. This service was originally called In-WATS.

SPECIAL RATE AREA - A portion of an exchange in which Special Base Rates apply.

STATION - Specific identifying number associated with a location on a communications system.

SUBSCRIBER - See Customer.

SUBURBAN AREA - The territory surrounding the Base Rate Area in which Suburban and Rural Service are furnished and in which urban classes of service are furnished at established rates, plus Extra Exchange Line Mileage Charges.

SUBURBAN SERVICE - A type of multi-party line service furnished to customers outside the Base Rate or Special Rate Area(s), but within the exchange area.

SWITCH - A unit of dial switching equipment which provides interconnection between station lines or trunks.

TARIFF - The rates, charges, rules and regulations adopted and filed by the Company with the Minnesota Public Utilities Commission.

TELEPHONE COMPANY - See Company.

TELEPHONE STATION - A telephone instrument, consisting of a transmitter, receiver and associated apparatus, connected so as to permit transmission and receiving of telephone messages.

TERMINATION CHARGE - A charge applied under certain conditions, when a contract for service is terminated by the customer before the expiration of the minimum contract period.

TERMINAL EQUIPMENT ACCESSORIES - Devices, apparatus and their associated wiring, provided by a customer, which do not constitute a communications system and which when connected to the telecommunications system of the Company are connected electrically, acoustically or inductively.

TIE LINE - A circuit connecting two private branch exchange systems for the purpose of interconnection between the stations connected with such systems.

TIE LINE MILEAGE - The measurement on which the rates for tie lines connecting customer's switchboard is based.

TOLL CENTER - A telephone switching center at which the operations function (message timing, switching and recording) takes place in connection with the provision of toll message service.

TOLL LINE - A circuit used exclusively for the transmission of messages between points located in different exchange areas where specific charges for each such message are applicable.

TOLL MESSAGE - A message between stations in different exchange areas and furnished under the provisions of the applicable toll tariff.

- 1. Person-to-Person Toll Message: A toll message in which the user stipulates a desire for communication with a specified person or extension station at a specified location.
- 2. Station-to-Station Toll Message: A toll message in which the user stipulates a desire for communication only with a specified telephone or switchboard.
- 3. Collect Message: A toll message in which the charge may be reversed provided the charge is accepted at the called station. A collect call may be billed to a Credit Card or third-party number. In case of a public or semi-public coin telephone the charges must be billed to a Credit Card of third-party number, or the call may be re-originated from the called station.
- 4. Third Number Message: A toll message in which associated charges are billed neither to the calling station nor to the called station but rather to a station not involved in the message.
- Calling Card Message: A toll message in which associated charges are billed to a credit card number assigned by a telephone company and issued to either the called or calling party.

TOLL RATE - The initial period charge prescribed for toll messages usually based upon the duration of the initial period and distance between exchanges.

TOLL SERVICE - Toll service is that part of the total telephone service rendered by the Company which is furnished between customers in different exchange areas in accordance with the rates and regulations specified in the Company's Toll Tariff.

TRUNK LINE - A circuit over which a customer's messages are sent between two central offices or between a central office and a private branch exchange system.

UNDERGROUND SERVICE CONNECTION - A customer's "drop" wire which is run underground from a pole line, or an underground distributing cable.

UPGRADES IN SERVICE - Represents an improved grade of service provided to the subscriber. For example, the conversion from 2-party to 1-party service.

WATS (WIDE AREA TELECOMMUNICATIONS SERVICE) - The furnishing of inward or outward switched telephone communications service between a wide area service line and specified service areas or bands.

#### 1. GENERAL

- A. The regulations set forth herein apply to intrastate services and facilities furnished within the State of Minnesota by ACE TELEPHONE ASSOCIATION, d/b/a AcenTek hereinafter referred to as the Company, subject to the jurisdiction of the Minnesota Public Utilities Commission.
- B. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.

#### 2. UNDERTAKING OF THE COMPANY

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified. This undertaking is dependent upon the availability of facilities. The facilities used to provide a particular service shall be chosen by the Company and are not represented to be suitable for any one service. The Company does not undertake to transmit messages.

#### 3. LIABILITY OF THE COMPANY

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur. No other liability shall in any case attach to the Company. The above described remedies in favor of customer are exclusive and in no event shall the Company, its contractors and agents be liable for or responsible to customer or any other person or entity with respect to any other liability, loss or damage, arising out of, caused or alleged to be caused, directly or indirectly, by the Company, including but not limited to any death, bodily injury, an interruption of service, loss of business or profits or any indirect, special, or consequential damages.
- B. The customer indemnifies and saves the Company harmless (including costs and reasonable attorneys' fees) against the following:
  - 1. Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.

#### LIABILITY OF THE COMPANY (B, Continued)

- Any defacement or damage to the customer's premises resulting from the
  existence of the Company's instruments, apparatus and associated wire on such
  premises, or from the installation or removal thereof, when such defacement or
  damage is not the result of the negligence of the Company, or its employees.
- 3. Any accident, injury, or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
- 4. Claims for libel, slander, or infringement of copyright arising directly or indirectly from the material transmitted or recorded over its facilities; claims or infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus, systems and their associated wiring of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- 5. Liability for failure to provide service.
- C. The customer indemnifies and saves the Company harmless against any accident, injury or death caused through the use of telephone apparatus which fail to meet the dielectric requirements as established by the Company when such apparatus is provided by the customer. The Company has the right of refusing to, or ceasing to, render telephone service to a customer if at any time any of the telephones, appliances, lines or apparatus on the customer's premises shall be considered unsafe by Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.

#### D. Customer Owned Equipment:

Upon request of subscriber for trouble visit a charge will be made if trouble is found to be in subscriber provided systems.

The Telephone Company shall not be responsible for the installation, operation, or maintenance of any customer-provided systems. Exchange and message toll telephone services are not represented as adapted to the use of customer-provided systems where such systems are connected to the Telephone Company facilities the responsibility of the Telephone Company shall be limited to the furnishing of facilities suitable for exchange and message toll telephone services

#### LIABILITY OF THE COMPANY (Continued)

#### D. Customer Owned Equipment (continued)

and to the maintenance and operation of such facilities in a manner proper for such telephone services; subject to this responsibility the Company shall not be responsible for the through transmission of signals generated by the customer-provided systems or for the quality of, or defects in, such transmission or the reception of signals by customer-provided systems.

The Company shall not be responsible to the customer or otherwise if changes in the criteria, or in any of the facilities, operations or procedures of the Company render any customer provided facilities obsolete or require modification or alteration of such facilities or otherwise affect its use or performance. Where it is reasonably foreseeable to the Company that such changes may affect customer provided facilities, the Company shall provide reasonable notice.

#### E. Emergency Services:

The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use of E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the customer, its user, agencies or municipalities, or the employees or agents of any one of them.

#### LIABILITY OF THE COMPANY (Continued)

#### E. Emergency Services (Continued)

Under no circumstances shall the Company or its officers, directors, employees or agents have any liability to the county, a person placing an emergency call on the system or to any other person or entity for any loss, damage, injury or liability which they may suffer, sustain, incur or become subject to, arising out of, based upon or resulting from any negligence on the part of the company or its officers, directors, employees or agents in preparing or furnishing, or any delay in preparing or furnishing any E911 listings and/or updates to the county and/or in responding and/or delay in responding to an emergency call, including but not limited to any death or bodily injury or any direct, indirect, incidental, special, consequential or other damages.

#### F. Public Safety and Subscriber Protection:

The Company recommends that the subscribers should be aware of the following possible hazards that exist while using the telephone:

#### USE OF THE TELEPHONE NEAR WATER

The telephone should not be used while you are in a bathtub, shower or pool. Immersion of the telephone or handset in water could cause an electrical shock.

#### USE OF THE TELEPHONE DURING AN ELECTRICAL STORM

You should avoid using a telephone during an electrical storm in your immediate area; calls of an urgent nature should be brief. Although all companies use protective measures to limit abnormal electrical surges from entering your home, absolute protection is impossible. There is a remote risk of a dangerous electrical shock from lightning when using the telephone during a nearby electrical storm.

#### USE OF THE TELEPHONE TO REPORT A GAS LEAK

If you think you've found a gas leak, you should not use a telephone in the vicinity of the leak until the leak is repaired. The telephone contains electrical contacts that could generate a tiny spark when you lift the handset and dial. While unlikely, it may be possible for this spark to trigger an explosion if the gas concentration is high enough.

#### LIABILITY OF THE COMPANY (Continued)

#### G. Directories

 The liability of the Company for damages arising out of mistakes, omissions, or errors in directory listings and not caused by negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, or errors in directory listings. No other liability shall in any case attach to the Company.

#### 4. USE OF SERVICE

#### A. General

Service is furnished for use by the customer and may be used only by others as specifically provided elsewhere in this Tariff.

#### B. Unlawful Use of Service

Service shall not be used for any unlawful purpose. The Company may refuse to furnish service to an applicant or may disconnect the service of a customer when:

- A government law enforcement agency, acting within its jurisdiction, advises the Company that such service is being used or will be used unlawfully or for an unlawful purpose, or
- 2) The Company has other information that reasonably causes it to believe that such service is being used or will be used unlawfully or for an unlawful purpose.

#### C. Obscenity

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material which is obscene, lewd, lascivious, filthy or indecent.

#### 4. USE OF SERVICE (Continued)

#### D. Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

#### E. Harassment

Service shall not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass such other person.

#### F. Fraudulent Use

- 1) Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.
- 2) No device shall be used by a customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

#### G. Interference With or Impairment of Service

Service shall not be used in any manner that interferes with another person in the use of his service, prevents another person from using his service, or otherwise impairs the quality of service to other customers.

#### H. Subscribing to Adequate Service

If a customer's use of service interferes unreasonably with the service of other customers, he will be required to take service in sufficient quantity or of a different class or grade.

#### I. Resale of Service

The resale of service is not permitted unless the customer is in compliance and certified under Section 214 of the Communications Act, and as may be accepted in this Tariff.

#### 4. USE OF SERVICE (Continued)

#### J. Location of Service

Service, except Coin Telephone Service, shall not be so located in such a manner as to enable other than authorized users to use the service.

#### 5. APPLICATIONS FOR SERVICE

- A. An application for service made verbally or in writing establishes the contract between the Company and the customer on the terms and conditions set forth in this Tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred.
- B. Any change in rates or regulations prescribed by the Minnesota Public Utilities Commission modifies the terms and regulations of contracts to the extent of such change.

# 6. CANCELLATION OF APPLICATION FOR SERVICE PRIOR TO ESTABLISHMENT OF SERVICE

A. Where the applicant cancels an order for service prior to the start of installation or special construction of facilities, no charge applies.

- 6. CANCELLATION OF APPLICATION FOR SERVICE PRIOR TO ESTABLISHMENT OF SERVICE (Continued)
  - B. Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charges applies:
    - The total costs (including overheads) in connection with providing and removing such facilities.
    - 2) The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this Tariff plus the full amount of any installation and termination charges applicable.
  - C. Where special construction of facilities has been started prior to cancellation, and there is another requirement for the specially constructed facilities in place, no charge applies.
  - D. Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overhead) applies. Where one or more, but not all, of the service involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the discontinued service applies.
  - E. Installation or special construction of facilities for a customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the customer has advised the Company to proceed with the installation or special construction.

#### 7. ESTABLISHING CREDIT

A. The Company, in order to assure the payment of its charges for service, will require applicants and customers to establish and maintain credit.

#### 7. ESTABLISHING CREDIT (Continued)

B. The establishment or re-establishment of credit as provided in this Section shall not relieve the applicant or customer from compliance with other provisions of this Tariff as to advance payments and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

### 1) Applicants for Service

The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification (residence or business) previously furnished by the Company at the same or another location, until arrangements suitable to the Company have been made to pay such charges.

- Residence service applicants may establish credit in one of the following ways:
  - (1) Demonstrating to the satisfaction of the Company that his credit is acceptable by providing information which is pertinent to the applicant's prior telephone service.
  - (2) Payment of a cash deposit to the Company in accordance with Section 2.9.
  - (3) Providing a sufficient written guarantee of payment for service by a guaranter satisfactory to the Company.
- b. Business service applicants may establish credit by meeting the requirements of a. (1) or a. (2) preceding.

#### 7. ESTABLISHING CREDIT (Continued)

#### B. 1) (Continued)

c. Prior to the establishment of an applicant's credit the Company may, at its option, permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the applicant's monthly bill for service. The recurring portion of such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with a. or b. preceding.

If credit is not so established, the Company may disconnect the service not sooner than five days after mailing or delivery of written notice of intention to disconnect.

When a customer's service has been disconnected in accordance with the above, service will not be reconnected until the customer has established credit.

#### 2) Customers

- a. A customer may be required to re-establish credit by the payment or increase of a cash deposit in accordance with Section 2.9 when any of the following conditions occur:
  - (1) The customer's service has been disconnected by the Company for failure to pay a delinquent bill, in accordance with Section 2.12.
  - (2) The customer has been delinquent in the payment of any two consecutive bills.
  - (3) The customer has been delinquent in the payment of any three bills during the preceding twelve months.
  - (4) The Company has reason to question the customer as a credit risk.
- b. Payment by the customer of delinquent bills will not of itself relieve the customer from the obligation of establishing his credit with respect to the account involved or with respect to any other account in connection with the same or any other class of service which the Company may be providing such customer.

#### 7. ESTABLISHING CREDIT (Continued)

#### B. 2) (Continued)

- c. A residence customer may be required to re-establish credit in accordance with B.1) a. preceding when the amount of service furnished or the basis on which credit was formerly established has significantly changed.
- d. If a customer fails to re-establish his credit as required by the Company his service may be disconnected not sooner than five days after mailing or delivery of written notice of intention to disconnect.

#### 8. ADVANCE PAYMENTS

- A. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered.
- B. Federal, State or Municipal governmental agencies may not be required to make advance payments.

#### 9. CREDIT POLICY

#### A. Deposit and Guarantee Requirements

The utility may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. The utility may determine whether a customer has established good credit with that utility, except as herein restricted:

 A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

#### 9. CREDIT POLICY (Continued)

#### A. Deposit and Guarantee Requirements (Continued)

- 2) A utility shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.
- 3) No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.
- 4) Qualifying applicants for Lifeline Service may initiate service without paying a deposit if they voluntarily elect to have Toll Blocking on their line. Toll Blocking will be provided at no charge to Lifeline customers.

When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the utility, except where such bill has been discharged in bankruptcy. A utility shall not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to that utility. The utility may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by the utility to a bill when the bill has been determined by the utility to be delinquent. Each utility shall issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

#### 9. CREDIT POLICY (Continued)

#### A. Deposit and Guarantee Requirements (Continued)

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

#### B. Guarantee of Payment

The utility may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the utility whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months but shall automatically terminate after the customer has closed and paid the account with the utility, or at the guarantor's request upon 60 days' written notice to the utility. Upon termination of a guarantee contract or whenever the utility deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Minnesota Rules. The utility shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

#### 9. CREDIT POLICY (Continued)

#### C. Interest to be Paid on Deposits

Interest shall be accrued on deposits in excess of \$20 at the rate set by the Commissioner of the Department of Commerce as required by Minnesota Statute 325E.02. The interest rate may be found on the Department of Commerce website at <a href="https://www.commerce.state.mn.us">www.commerce.state.mn.us</a>. The Company may, at its option, pay interest at intervals it chooses but at least annually as specified below.

- 1) By credit to the customer's account annually, or
- 2) By payment, no more than once in any twelve months' period, when requested by the customer, or
- 3) By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the customer in accordance with C. following.

#### D. Refund or Application of Deposits

- 1) The Company will automatically refund deposits, including accrued interest, when one of the following conditions occurs:
  - a. The customer establishes credit by other means in accordance with Section 2.7, or
  - b. The service is terminated and the bills are paid in full, or
  - c. The applicant cancels his application for service and any charges incurred are paid in full.
- When the service is terminated or the application is canceled and there are charges due the Company, the deposit plus interest will be applied to the charges and the balance, if any, returned to the customer or applicant within 45 days. The customer receipt given at the time deposit is made will specify the conditions under which deductions will diminish the deposit.

#### 10. CUSTOMER BILLING

- A. Regular bills will be issued periodically (monthly, quarterly). For billing purposes each month is presumed to have thirty days.
- B. Special bills for long distance telecommunications service may be issued at any time when charges are unusually high, and the Company is uncertain as to the customer's ability to pay such charges.
- C. Services which are charged for at monthly rates are billed in advance for one month's service.

#### 10. CUSTOMER BILLING (Continued)

- D. Services which are charged for at other than monthly rates are billed in arrears, except when payment for messages is made by cash deposit in the coin telephone.
- E. Detail call information, such as the time at which made, duration and destination may be provided for long distance telecommunications message service.
- F. Retroactive billing adjustments will not be made for a period exceeding three years.

#### 11. PAYMENT FOR SERVICE

- A. The customer is responsible for the payment of rates and charges for all services furnished including, but not limited to, calls originated or accepted at a customer's service location.
- B. Bills are due when rendered and may be paid at any of the Company's public business offices or other authorized payment locations.
- C. Charges for a message originated or accepted at a coin telephone shall be paid by cash deposit in the coin telephone unless arrangements for billing have been made.
- D. Non-sufficient Fund or No Account Checks

When a customer pays the monthly bill with a non-sufficient fund or no account check, a charge (see Section 5) will be made to that customer to cover the administrative costs incurred in handling the transaction.

E. Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

P. O. Box 360 HOUSTON, MINNESOTA 55943 (507) 896-3192

# 11. PAYMENT FOR SERVICE (Continued)

## E. Customer Complaints and/or Billing Dispute (Continued)

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

If after an investigation and review by the Company a disagreement remains as to the disputed charges, the customer may file a complaint, in writing or by telephone, to the Consumer Affairs Office of the Minnesota Public Utilities Commission at:

121 Seventh Place East Suite 350 Saint Paul, Minnesota 55101–2147 (800) 657-3782 (toll-free) 651-296-0406 651-297-1200 (TDD) e-mail: consumer.puc@state.mn.us

## 12. FAILURE TO PAY FOR SERVICE

# A. Regular Monthly Bills

- A customer is considered to be delinquent in the payment of a regular monthly bill when that sum due is not received on or before the seventh calendar day after the next month's bill is either mailed or delivered by other means.
- When a customer is delinquent in the payment of a regular monthly bill, the Company may disconnect the service not sooner than five days after mailing or delivery of written notice of intention to disconnect.

# B. Special Bills

 A customer is delinquent in the payment of a special bill, as described in 11.B. preceding, when the sum due is not paid upon presentation.

## 13. RESTORATION OF SERVICE

- A. If a customer's service is restored after having been disconnected in accordance with this Tariff and a Company service order to terminate such service has not been completed when such service is restored, the customer will be required to pay a service restoral service charge of \$18.00, and payment of the past due amount of the current exchange bill and related charges.
- B. When a customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

## 14. TELEPHONE NUMBERS

The customer has no proprietary right in a telephone number; and the Company may change the telephone number of a customer whenever, in the conduct of its business, it deems it desirable to do so.

## 15. DIRECTORIES

- A. The Company will furnish to its customers, without charge, its directory as necessary for the efficient use of the service. Copies of other directories may be provided at a nominal charge.
- B. Directories regularly furnished to customers remain the property of the Company. No binder, holder or auxiliary cover, except as provided or authorized by the Company, shall be used in conjunction with any directory furnished by the Company.
- C. No liability for damages arising from errors in or omissions of directory listings, or listings obtained from the Directory Assistance operator, shall attach to the Company. In the case of additional or extra listings for which a charge is made, its liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.

## 16. OWNERSHIP OF FACILITIES

Facilities furnished by the Company remain the property of the Company until transferred or abandoned.

## 17. ACCESS TO FACILITIES

The customer shall provide employees and agents of the Company access to Company facilities, at all reasonable times.

# 18. REARRANGEMENT, REPAIR, MAINTENANCE, DISCONNECTION AND REMOVAL OF FACILITIES

- A. All facilities owned by the Company will be maintained by it, except where such facilities are situated, in the judgment of the Company, in hazardous or inaccessible locations.
- B. Customers may not rearrange, disconnect, remove or otherwise tamper with, or permit others to rearrange, disconnect, remove or tamper with any facilities owned by the Company, except with the Company's written consent, or as specified elsewhere in this tariff.

## 19. DAMAGE, LOSS OR DESTRUCTION OF COMPANY FACILITIES

All ordinary expense of maintenance and repair of Company facilities, unless otherwise specified in this Tariff, is borne by the Company. If any of the Company's facilities are damaged, lost or destroyed and not due to ordinary wear and tear, the customer is held responsible for the cost of replacing the lost or destroyed facilities or restoring the damaged facilities to their original condition, except when caused by the negligence of the Company.

## 20. POWER SUPPLY/SPACE FOR EQUIPMENT

The customer is responsible for providing and paying for a suitable supply of commercial electrical power, including outlets, when and where required by the Company for the operation of any Company-provided telecommunications equipment on the customer's premises and shall provide suitable locations for the necessary equipment and/or facilities required to be placed on the premises for services ordered.

# 21. INTERRUPTIONS TO SERVICE

- A. When service is interrupted and the interruption exceeds a 24-hour period (as measured from the time the interruption is reported to or detected by the Company, whichever occurs first, unless otherwise stated in another Section of this Tariff or that of a connecting company which governs), a credit allowance will be made, at the customer's request, for the service which is rendered useless and inoperative due to the interruption.
- B. A credit allowance will not be given for:
  - 1) Interruptions caused by the negligence or willful act of the customer.
  - 2) Interruptions caused by customer-provided facilities.
  - 3) Interruptions caused by electric power failure where the customer furnishes such electric power.
- C. The credit allowance will be based upon the ratio of the duration of the service interruption (measured from the time the interruption is reported to or detected by the Company, whichever occurs first) to the total time in a 30-day month. That ratio, multiplied by the monthly rate for the service affected shall determine the amount of the credit allowance. No other liability shall attach to the Company in consideration of such interruption to service. Retroactive billing adjustments will not be made for a period exceeding three years.

## 22. IDENTIFICATION OF PARTIES TO COMMUNICATIONS

The calling party shall establish his identity as often as may be necessary in the course of any communication.

The calling party shall be solely responsible for establishing the identity of the party with whom connection is made at the called station or stations.

## 23. LIMITING OF COMMUNICATIONS

The Company may limit communications over its facilities during emergencies which result in a shortage of facilities.

# 24. TERMINATION OF SERVICE

- A. Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company in advance and upon payment of the termination charges given below in addition to all charges due for service which has been furnished.
  - 1) In the case of service for which the minimum contract period is one month, the termination charges are the charges due for the balance of the initial month.
  - 2) In case of additional directory listings and Joint User Service, where the listing has appeared in the directory, the termination charges are the charges due to the end of the directory period. In the following cases, however, charges will continue only to the date of termination of the extra listing or Joint User Service, subject to a minimum charge for one month:
    - a. The contract for the main service is terminated.
    - b. The listed party or joint user becomes a customer to telephone exchange service.
    - c. The listed party moves to a new location.
    - d. The listed party or joint user dies.
  - 3) In the case of special equipment for which the minimum contract period is in excess of one month at the same location, such proportion of the sum of the cost of the equipment and of its installation, plus the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the minimum contract period bears to the full minimum contract period.
- B. Service may be terminated after the expiration of the minimum contract period, upon the Company being notified in advance and upon payment of all charges due to the date of termination of the service.

## 25. DISCONNECTION OF SERVICE FOR CAUSE

The Company may disconnect the service of a customer upon the violation of, or noncompliance with, any of the regulations or other conditions contained in this Tariff governing the furnishing of service.

Such disconnection for cause may include non-payment of any FCC-approved end user charge.

Disconnection shall take place only after notification to the customer by the Company of its intent to disconnect service; provided, however, despite this requirement of notice by other provisions of this Tariff, the service may be disconnected without notification to the customer in the event of:

- A. Customer use of facilities in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- B. Tampering with the equipment furnished and owned by the Company.
- C. Circumstances which will endanger the safety of Company employees or others.

When service is disconnected for cause, the customer has the right to complain to the Minnesota Public Utilities Commission. If the Commission shall, upon hearing such complaint, determine that service has not and will not be used in violation of any of the regulations or other conditions contained in this Tariff, the service will be promptly restored.

# 26. REFUSAL OF SERVICE

The Company may refuse to furnish service if it has reasonable cause to believe that the service will be used in violation of, or noncompliance with, any of the regulations or other conditions contained in this Tariff governing the furnishing of such service. If the Company so refuses to furnish service, it will inform the applicant of his right to complain to the Minnesota Public Utilities Commission. If the Commission shall, upon hearing such complaint, determine that the service will not be used in violation of any of the regulations or other conditions contained in this Tariff, the service will be promptly furnished.

# 27. APPLICATION OF RATES AND CHARGES

## A. General

 Determination as to whether subscriber's service should be classified as business or residence service is based upon the character of the use which is to be made of the service.

# 27. APPLICATION OF RATES AND CHARGES (Continued)

## A. General (Continued)

- While the location at which service is furnished is, in most cases, a dependable index of the character of use and rates for business and residence service are generally applied on this basis, the character of use is controlling in all instances regardless of the location.
- 3) Flat rate and message rate services are not furnished in the same premises unless it is established that neither service will be used to supplement the other.
- 4) Classification and application of rates for business and residence services offered to customers, rather than for collective use, are set forth herein. (Collective use would include services such as semi-public, public or service station service.)

## B. Business Use

- Business rates apply to any service provided for customer use in any premise regularly used in whole or in part for any business, trade or professional use, or:
  - a. For both business and residence use.
  - b. To such service for which a business type of directory listing or other indication, such as advertising in any form apply.
  - c. Where the customer engaged in a business, trade or profession is not a customer to or authorized user of business telephone service in the same exchange.
- 2) Where the place of business and residence of a customer are in the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.
- 3) Service to Churches see D. below.

## 27. APPLICATION OF RATES AND CHARGES (Continued)

## C. Residence Use

- Residence rates apply to service provided for customer use in the residence of an individual or family, (such as single residence, or a private dwelling, apartment house or hotel, or other building, trailer, etc.), where the service will be used solely by the customer or members of his family, and such use will be primarily for personal, social and domestic purposes and only incidentally for business purposes, and/or:
  - a) The listings furnished include no designation, title or other matter indicating the business, trade or profession in which the customer or any other authorized user of his service is engaged.
  - b) The customer or other authorized user of the residence service is a person with a doctor's degree who is engaged in the practice of medicine, surgery, dentistry, optometry, osteopathy, etc., and is also a customer to, or an authorized user of business service in the same or another premise in the same exchange, in which case the title may be included in any listing of the residence service if necessary for purposes of identification of such person but not of value for any business purpose.
  - c) The customer or other authorized user of the service is employed as a clergyman, military or naval officer, is a retired clergyman, officer or professional man; in which cases a title, such as Rev., Father, Rabbi, Capt., Dr., etc., if necessary for purposes of identification of such person but not of value for any business purpose, may be included in the listing.
  - d) When in the judgment of the Company a descriptive title or designation is included in a listing as is necessary to properly identify the customer or an authorized user of his service, but not of value for any business purpose.
- Residence rates also apply to service provided for customer use in the following cases where the use of the service is primarily for personal, social or domestic and only incidentally for business purposes or:
  - a) At lodging or rooming houses where the total tenants never exceed five (5) or at boarding houses where the total patrons never exceed ten (10).

# 27. APPLICATION OF RATES AND CHARGES (Continued)

## C. Residence Use (Continued)

## 2) (Continued)

- b) To station services in college fraternity or sorority houses where the members lodge or board.
- c) To station service in quarters of clubs, including civic organizations and fraternal societies, where an attendant is not regularly provided, or where the quarters are neither continuously nor frequently open or in use, and use of the service is primarily for personal, social or domestic purposes and only incidentally for business purposes.
- 3) Service to Churches see D. below.

## D. Service to Churches

- 1) Business rates apply to all service in churches when:
  - a) The telephone is located in the church administrative offices, an outer Office of the study, for use of a secretary or others.

## 2) Residence rates apply when:

- a) A telephone is located in the clergyman's residence.
- b) The telephone is located in the church hall or kitchen and its use is for social or domestic purposes.
- c) The telephone is located in the clergyman's residence and an extension is located in the church where residence rates would apply.
- d) Telephone service may be listed in the alphabetical section of the directory in the name of the church or Pastor. An additional alphabetical listing which lists either the name of the Pastor or the church may be provided at the rates shown under Directory Listings in the General Services Section of this Tariff. Residence rate treatment does not entitle the church to a listing in the classified section of the telephone directory without additional charge.

## 27. APPLICATION OF RATES AND CHARGES (Continued)

# E. Combined Access Line Service (Bridged)

- Combined access line service may be provided only in the form of two (2) permanently bridged, individual flat rate, access lines located in the same exchange; and when equipment and facilities are available.
- 2) Service may be provided, only as equipment and facilities are available, under one of the following standard plans.
  - a) One telephone number assigned to both access lines or when desired by the customer a separate number may be assigned to each access line. Station signals (bells, buzzers, etc.) at both stations ring when either station is called. Neither code nor selective ringing is provided.
  - b) For full selective ringing a separate telephone number is assigned to each station. Each station bell rings only at the station called. An extension bell or other auxiliary signaling device with or without a cut-off feature may be installed at each station. Or if desired, the bell may be arranged to ring only at one of the two (2) stations and connected to the station line in such a manner as to indicate calls to the other station. Code ringing is not provided.
  - c) Separate telephone numbers, as normally required to provide code ringing on a party line, may be assigned to each station, if available. When code ringing is provided, station bells at both stations ring; but the code indicates which station is being called.

# 27. APPLICATION OF RATES AND CHARGES (Continued)

- E. Combined Access Line Service (Bridged) (Continued)
  - 3) Under each of the plans shown above, the telephone number or numbers assigned and the associated central office facilities, must be connected to the same central office. Calls between combined access lines are placed in the same manner as calls between two (2) party line stations served by the same central office. Inter station calling is described in the telephone directory. Each combined access line may be separately billed for both local service and long distance charges.
  - 4) Each station of a combined access line service is classed and rated as a flat rate individual access line. Therefore, exchange line mileage charges at the individual line level apply to each station of a combined access line service which is located outside its controlling base rate area, whether or not both stations are served by the same cable pair.
  - 5) Combined access line service will not normally be furnished in cases where:
    - a) An off-premise extension station, automatic answering and recording equipment, or transfer service can be provided and would be a better means of meeting the customer's service need.
    - b) The access lines combined are not contracted for by the same customer or individually by a principal and his employee or agent.
  - 6) Combined access line service is not furnished in connection with basic coin, PBX trunk, foreign exchange service or at any location where the frequency or duration of use of service is sufficient to warrant separate rather than combined access line service.
  - 7) Combination of telephone services is not in accord with the general plan of furnishing telephone service and is provided only under special conditions when warranted by the circumstances involved and when suitable facilities are available. A special construction charge may be applied for equipment as may be required at any time.

# 27. APPLICATION OF RATES AND CHARGES (Continued)

## F. Service to Schools and Public Libraries

## 1) Definitions:

- a) "School" means a public, non-public, and church or religious organization school that has classes within the range from kindergarten to grade 12 that meets state compulsory attendance requirements.
- b) "Public Library" means a library available to the public which is operated by a county or other local government.
- c) "Basic Service to School Classrooms" means access to the local network and tone dial service.
- d) "Basic and Advanced Service" includes any service for which the Company may receive compensation from, or a set off against its obligation to, the Federal universal service fund and/or any Minnesota universal service fund as a result of the discount provided pursuant to this tariff position.

## 2) Basic Service to School Classrooms

A discounted flat rate shall be provided, upon request, to a school that installs additional basic service to each classroom or other areas of the school designated by the school board at a level determined by the Company that is less than the Company's flat rate for an access line for a business customer and the same as or greater than the Company's flat rate for an access line for a residence in the same area.

## 27. APPLICATION OF RATES AND CHARGES (Continued)

- F. Service to Schools and Public Libraries (Continued)
  - 3) Basic and Advanced Services to Schools and Public Libraries

A discount rate may be provided upon request, to a school or public library for basic and advanced services. If a request is received by the Company for a discounted rate before the requirements for the Company to receive compensation from, or a set off of its obligations to, the federal or state universal service fund are determined, the Company, in its sole discretion, may determine whether to provide any discount of its services. If a request is received by the Company for a discounted rate after the requirements for the Company to receive compensation from, or a set off of its obligations to, the federal or state universal service fund are determined, both the Company and the requesting school or library shall comply with all applicable requirements.

## 4) Limitations on Resale

- a) A school or public library receiving discounted services may not resell, sub-lease or in any other manner allow entities that would not qualify for the discount to obtain those services.
- b) A telecommunications provider, telephone company, or an authorized agent of the school or public library possessing all authorization needed to provide telecommunications service to the school or library may request that the Company provide the service to the telecommunications provider, telephone company or agent at the discounted rate for the exclusive purpose of providing the requested service to a qualifying school or public library that has requested the service. A telecommunications provider, telephone company, or an authorized agent shall not be entitled to any additional discount on services qualifying for a discount under this tariff and the discounted rate offered by the Company shall not be considered its retail rate for this service.

## 28. SPECIAL CONSTRUCTION

## A. Property

- 1) An average amount of entrance and distribution facilities may be furnished by the Company, provided the facilities are of the standard type normally furnished for the particular location or kind of service.
- 2) If additional entrance or distribution facilities are required; if the conditions are such as to require special equipment, maintenance or methods of construction; if the stability of the customer has not been established; if the installation is for a temporary or semi-permanent purpose or if for any other reason the construction costs are excessive as compared with the revenue to be derived, the applicant shall be required to pay the costs over and above those applicable for a normal installation.
- 3) The customer will provide the Company without charge written permission for the placing of the Company's facilities on the property.

# B. Underground

- 1) When feasible, conduit will be furnished by the Company at cost, or conduit may be provided by the applicant subject to the Company's specifications. Conduit used for Company facilities may not be used for any other purpose without the consent of the Company. The distance between the conduit and an electric light or power conduit or conductor shall be in accordance with the Company's specifications. The customer shall be required to pay the entire cost of maintenance of conduit including subsequent excavations and replacements necessary because of damage resulting from negligence on the part of the customer or his representatives or from freezing or improper drainage.
- The cost of relocating underground entrance facilities at the customer's request will be borne by him.

## 29. SPECIAL ASSEMBLIES OF EQUIPMENT OR SPECULATIVE PROJECTS

- A. Special Assemblies of Equipment or Speculative Projects, for which provision is not otherwise made in this Tariff or those involving unusual costs, may be provided where practicable, if not detrimental to any of the services furnished by the Company.
  - The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination thereof, and will include, but not limited to, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:

# 29. SPECIAL ASSEMBLIES OF EQUIPMENT OR SPECULATIVE PROJECTS (Continued)

- 2) The estimated installation cost used in the derivation of the various expense items shall include but not limited to, the following:
  - a) Material
  - b) Material overhead
  - c) Installation labor
  - d) Installation labor overhead
  - e) Special permits and/or fees required by government agencies
- B. In connection with Marketing and Sales studies or programs, the Company reserves the right to waive Service Charges within specified areas for such periods of time as designated by the Company and filed with the Commission.

## 30. ADJUSTMENTS FOR MUNICIPALITY PAYMENTS

A. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Company and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the customers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among customers uniformly on the basis of each customer's monthly charges for the types of service made subject to such tax, fee or charge.

## 31. CUSTOMER PREMISE INSIDE WIRING

- A. Inside Wiring (I/W) is the facility used to extend the Exchange Carrier (EC) network from the demarcation point to the location where the connection is made to the Customer's Premise Equipment (CPE).
- B. Inside Wiring is deregulated and detariffed January 1, 1987, as ordered by the F.C.C.
- C. Customers must make their own arrangements for provisioning of inside wire with the option for them to provide I/W themselves, arrange I/W installation, removal, replacement, rearrangement or maintenance with a vendor of their choice, or request the telephone company to perform their service request. The telephone company provides maintenance and installation of I/W on a deregulated basis.
- D. Telephone company specific rates and charges may be obtained from the business office.
- E. See Section 1 for the definition of the demarcation point. The demarcation point is the point where regulated access terminates.

## 31. CUSTOMER PREMISE INSIDE WIRING (Continued)

F. In the event that the customer, or someone on the customer's behalf, provides, maintains or attempts to provide or maintain inside wire, the customer shall indemnify and hold the Company harmless from any and all liability for damage to property or death of or injury to any person or persons directly or indirectly arising out of or caused, in whole or in part, by the customer's acts or those of anyone acting on the customer's behalf.

# G. Responsibility of the Customer

- 1) The installation of inside wire must be in accordance with technical standards which may be obtained from the Company business office.
- 2) The customer assumes the risk of loss of service, damage to property or death to or injury of the customer or anyone acting on behalf of the customer.

# H. Violation of Regulations

- Where any customer-provided inside wire and jacks have been installed or any inside wire and jacks have been maintained by the customer in violation of the technical standards, the Company will promptly notify the customer of the violation and will take such immediate action, including the disconnection of service, as is necessary for the protection of the telecommunications network and Company employees.
- 2) The customer shall discontinue use of the customer-provided inside wire and jacks or correct the violation and notify the Company in writing within ten days after receipt of such notice that the violation has been corrected.
- 3) Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provisions of the Tariff.

# 32. PROVISION OF EQUIPMENT

- A. Customer Premise Equipment (CPE) is deregulated and detariffed effective 12/31/87. After this date, customers must make their own arrangements for premises equipment with the option for them to provide the equipment themselves, arrange the provision and maintenance of equipment with a vendor of their choice, or request the telephone company to provide and/or maintain their premises equipment.
- B. Telephone company rates and changes for the purchase, lease and maintenance of customer premise equipment may be obtained from the business office. The Company provides these services on a deregulated basis.
- C. Customer provided equipment may be connected at the customer's premises to facilities of the Company for use with individual line, multiparty line, PBX and key systems exchange service in compliance with FCC regulations, provided any device so used does not:
  - 1) Endanger the safety of Company employees or the public;
  - 2) Damage, require change in or alteration of, or involve direct electrical connection to, the equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff;
  - Interfere with the proper functioning of the equipment or facilities of the Company;
  - 4) Impair the operation of the communication system;
  - 5) Otherwise injure the public in its use of the Company's services.

# 32. PROVISION OF EQUIPMENT (Continued)

D. Customers may connect equipment or systems registered or grandfathered by the FCC directly to the Company network subject to the provisions as stated elsewhere in this Tariff.

## E. Responsibility of the Customer

- 1) Upon notification from the Company that the customer provided equipment is causing or is likely to cause harm, the customer shall make such change as is necessary to remove such harm. Failure to make such change will result in disconnection of service until such change is completed to the satisfaction of the Company.
- 2) The customer will be responsible for the payment of maintenance visit charges for service calls by Company employees to the customer's premises where a service difficulty or trouble report results from customer provided equipment and/or inside wire.
- 3) The customer may be required, as a condition of service, to pay in full all sums due the Company including, but not limited to, installation charges, service charges, termination charges, minimum charges, and reimbursement for loss or damage to Company facilities as may apply.

## F. Responsibility of the Company

- 1) The technical criteria relative to provision of customer provided systems and equipment is contained in tariffs on file with the FCC.
- 2) The Company shall not be responsible to the customer for changes in the technical criteria or in any of the facilities, operations or procedures initiated by the Company or appropriate regulatory agencies which might render any customer provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The Company will make a reasonable effort to notify a customer in advance of changes in technical criteria, operations or procedures which might affect customer provided equipment or systems.

# 32. PROVISION OF EQUIPMENT (Continued)

- F. Responsibility of the Company (Continued)
  - 3) The Company shall not be responsible for the installation, operation or maintenance of any customer provided communications systems or equipment.
  - 4) The Company will make reasonable attempts, where practicable, to notify the customer that temporary discontinuance of service may be required to eliminate service difficulty resulting from customer provided equipment and Service Charges will apply. However, where prior notice is not practicable, the Company may temporarily discontinue the service in accordance with FCC rules.

In addition to services offered within this price list, the Company shall offer individually priced services subject to Minnesota Statute 237.071. Individually priced services shall be established in a non-discriminatory manner.

The rates for Local Exchange Service are subject to the conditions set forth herein and the General Regulations governing provision of service. The General Regulations are set forth in Section 2 of this tariff book.

# Local Exchange Service

- A. The Local Exchange Service Rates are for service only and do not include any terminal equipment beyond the point of demarcation.
- B. The rates applicable to Local Exchange Service are composed of a Line Access Rate component plus (where applicable) an Extended Area Service component.

#### C. Extended Area Service

- 1) Establishment and discontinuance of EAS will be contingent upon Commission authorization.
- Extended Area Service rate component.
  - a) EAS is a premium-type service offering made by the Company to certain exchanges, under specific conditions.
  - b) The Extended Area Service rate component, where applicable, is included in the Local Exchange Service Rate.

# D. Taxes

1) Applicable taxes levied by state, county and local taxing authorities are in addition to the rates set forth in this tariff. (See also General Regulations, Section 2).

## LOCAL SERVICE AREA

Additional Exchange Area Included

<u>Exchange</u> <u>in Local Service Area</u>

Brownsville Hokah
Dakota La Crescent
Eitzen Caledonia
Granger Harmony

Hokah Brownsville, La Crescent, La Crosse, Onalaska

La Crescent Dakota, Hokah, La Crosse, Onalaska

Lanesboro Peterson, Preston Ostrander Spring Valley

Peterson Rushford, Lanesboro

Rushford Peterson

## Rates

<u>EXCHANGE</u>	BUSINESS	RESIDENCE
Brownsville	\$20.00	\$20.00
Canton	\$20.00	\$20.00
Dakota	\$20.00	\$20.00
Eitzen	\$20.00	\$20.00
Granger	\$20.00	\$20.00
Hokah	\$29.45	\$25.30
Houston	\$20.00	\$20.00
LaCrescent	\$20.00	\$20.00
Lanesboro	\$20.00	\$20.00
Ostrander	\$20.00	\$20.00
Peterson	\$20.00	\$20.00
Rushford	\$20.00	\$20.00
New Albin, MN Portion	\$20.00	\$20.00

All rates are billed in advance. Payment for service is due when the statement is rendered.

Seasonal service (vacation service) is available for customers requiring less than 12 months of service per year. The rate for seasonal service is determined in accordance with section 5 of this tariff book.

## AUTOMATIC DIAL EMERGENCY ACCESS LINE

## A. GENERAL

The Automatic Dial Emergency Access line will access a line that, when off the hook, will automatically dial a pre-determined emergency number, i.e. 911.

## B. RATES AND CHARGES

## C. ELIGIBILITY TO RECEIVE THIS SERVICE

Customers must be located in a building or grounds classified public and used in conjunction with life-saving equipment (i.e. deliberator, fire equipment, first aid stations).

# D. INSTALLATION

Applicable installation of phone service charges will apply.

# ADVANTAGE PLAN

## A. GENERAL

1. Advantage Plan is a service which allows Ace customers unlimited calling to other Ace customers. The calling area included in this plan is as follows:

Brownsville, MN Caledonia, MN Canton, MN Dakota, MN Eitzen, MN Granger, MN Hokah, MN Houston, MN La Crescent, MN Lanesboro, MN New Albin, IA (MN area) Ostrander, MN Peterson, MN Rushford, MN Canton, MN (IA area) Castalia, IA

Clermont, IA Eitzen, MN (IA area)
Fort Atkinson, IA Harpers Ferry, IA
Highlandville, IA New Albin, IA
Ossian, IA Waterville, IA

- 2. Advantage Plan is provided to both business and residential customers.
- 3. Advantage Plan is not available with Foreign Exchange service customers residing outside the Ace serving area or for resale.

## B. RATES

 The following rates and charges are for the Advantage Plan only and are in addition to the applicable service connection charges, monthly rates and nonrecurring charges for access lines and other services or equipment with which they are associated.

1<sup>st</sup> line \$0.00 per month

Additional lines up to 15 lines \$0.00 per line, per month

Additional lines must be billed with the main telephone account in same service area and in same customer name.

## ADVANTAGE PLAN (Continued)

## B. RATES, continued

The following rates and charges are for the Advantage Plan only, and are in addition
to the applicable service connection charges, monthly rates and nonrecurring
charges for access lines and other services or equipment with which they are
associated.

More than 16 total lines, but not more than 50 lines \$0.00 per month

# DIRECT INWARD DIALING (DID) SERVICE

## A. GENERAL

- 1. DID service permits calls incoming to a PBX or other customer premises equipment to reach a specific station line without the assistance of an attendant.
- 2. DID service is provided only where facilities at the Central Office serving the customer permit.
- 3. The assignment of telephone numbers for DID service and the sequence of numbers assigned to a customer is made at the discretion of the Company.
- 4. DID must be provided on all incoming trunks serving DID dial terminal lines.
- 5. When DID is furnished in connection with customer-provided switching systems the charges for voice connecting arrangements, regulations on maintenance of service and general regulations may apply as specified elsewhere in the Tariff.

## DIRECT INWARD DIALING (DID) SERVICE (Continued)

## A., continued

# 6. Directory Listings

The Company will furnish without charge one listing for a customer in the regular exchange directory in addition to a sublisting indicating that stations may be dialed directly if the number is known. Individual listings of dial terminal numbers equipped for DID are also provided wherein the department, title or individual name will be listed either as an indented listing under the main listing or in the regular alphabetical section at the rate specified for Extra Listings for business service in this Tariff.

 The customer is responsible for providing intercept at the switching system of assigned but unused Central Office DID numbers.

## 8. Limitations of Service

a. DID is furnished upon condition that the customer contract for adequate facilities to permit the use of the service without injurious effect upon the general telephone service. Adequate facilities include, but are not limited to the following:

## 1. Central Office Trunks

If subscriber line overflows on all of the DID trunks combined exceed the monthly limit specified as follows for two consecutive months, and in the opinion of the Company additional trunk lines are needed, the customer will be required to subscribe for such additional trunk line facilities or terminate the existing service:

First trunk line in a group—200 subscriber line overflows per month

Each additional trunk line in the same group—100 additional subscriber line overflows per month

2. A minimum of two working DID trunks excluding attendant trunks are required per system.

# DIRECT INWARD DIALING (DID) SERVICE (Continued)

# A., 8a, continued

- 3. For completion of DID calls including call attempts (where the line is busy or no answer) suitable equipment associated with the Company or customer-provided system is required; e.g., sufficient quantities of incoming registers or equivalent.
- b. The Company may refuse to furnish or to continue to furnish service for failure to comply with 8 (a) above and as covered in General Regulations—Discontinuation of Service for Cause in Section 2 of this Tariff.

## B. RATES AND CHARGES

 The following charges are for the DID and are in addition to the trunks, and associated equipment

a. DI þ N	Jumbers	Nonrecurring <u>Charges</u>	Monthly <u>Charges</u>
1.	Initial 20 Central Office Capacity	\$ 50.00	\$ 50.00
2.	Each additional 10 Central Office DID number capacity or portion thereof	\$ 20.00	\$ 12.50

## b. Central Office Trunks

- 1. Central Office Trunk charges are as specified in Section 3 of this Tariff for the exchange in which the customer is located.
- 2. The Local Service Area calling privileges are as specified in the exchange from which service is provided.

# DIRECT INWARD DIALING (DID) SERVICE (Continued)

## C. INITIAL CONTRACT PERIOD AND TERMINATION CHARGES

## 1. Initial Contract Period

The initial Contract Period is five years starting with the date of service established. A five-year contract applies to:

- a. Initial and additional DID Central Office Number Capacities, and
- b. Initial trunk capacity for the initial establishment of service.

# 2. Termination Charges

- a. The termination charge is equal to 50% of the monthly charges for the unexpired period of the contract, based on the rates in effect at time service is established.
- b. Termination charges are applicable in the event of:
  - 1. Complete discontinuance of service by the customer or by the Company as specified in Section No. 2 of this Tariff.
  - 2. For discontinuance of service because the customer refuses to subscribe for adequate facilities as in Section No. 2 preceding.
  - 3. Cancellation of a contract after the installation of the required equipment and facilities is completed, but before service is established, the termination charge is applicable in (1) above.
  - 4. Cancellation of a contract before installation is completed, a charge consisting of the loss on equipment and facilities in the process of building or being installed, the installation labor, the labor cost of removal and the other expenses not to exceed the termination charges is applicable.

#### CENTREX SERVICE

## A. GENERAL

- Centrex Service is a central office based digital PABX type service which utilizes advanced switching technology and software to provide customized communications services to meet the customer's needs.
- 2. Centrex Service is only offered to Business and Residence Customers served by a Central Office arranged to provide such service.
- 3. Centrex Service is not available with the following: Business Trunks, DID Trunks, Semi-Public Telephone Service.
- All Centrex Service telephone numbers associated with a customer must have the same NXX and originate from the same Central Office.
- 5. Centrex Service customers are entitled to one white pages directory listing, at no additional charge, with each Centrex number. The Centrex listing may include an unlisted or nonpublished listing service. Centrex listings are subject to the directory listing regulations as specified in Section No. 2.

## B. CENTREX SERVICE OPTIONS

1. Standard Station Features - Centrex Service permits touch-tone lines classified as members of a Centrex group the following Standard Station

Features. Note: Not all options are compatible.

- a. <u>External Calling</u>—allows you to place a call outside of the Centrex group.
- b. <u>Station-to-Station Calling—allows</u> you to complete calls to other stations in the same number group by dialing a one to four digit number.
- c. <u>Intercom Dialing—</u>Allows a user to complete a call to other stations in the same group by dialing "#" followed by a single digit.

# B. CENTREX SERVICE OPTIONS (Continued)

2. Optional Custom Calling Features Package - Centrex Service permits touch-tone lines classified as members of a Centrex group the following Optional Custom Calling Features Package. Note: Not all options are compatible.

## Call Back

Gives you the telephone number of your last caller and the option to re-call that Number.

## Call Forward Busy

Reroutes calls to a designated number when your phone is busy.

## Call Forward Immediate

Immediately reroutes incoming calls to a designated number.

## Call Forward No Answer/Ring Time

Reroutes calls to a designated number if not answered in a set number of rings.

# Call Forward Remote Access

Allows you to change the designated number to which your calls are forwarded from a remote location.

#### Call Hold

Allows you to place a call on hold using a special call hold activation code.

## Call Pickup/Specific Group

Permits you to answer calls that come into other stations within the same group.

## Call Transfer

Allows you to transfer incoming calls to another extension/number or attendant.

## Call Waiting

Informs you while on a call that a second call is waiting.

#### Cancel Call Waiting

Allows you to deactivate the call waiting feature for the duration of a call.

#### Direct Call Park

Allows you to park a call on a specific extension.

## Direct Call Pickup

Allows you to pick up a call parked at a specific extension.

## B. CENTREX SERVICE OPTION (Continued)

## Distinctive Ring

Allows you to set up a list of telephone numbers that you would like to ring in a distinctive tone.

# Hunting

If the line called is busy, the incoming call goes to the next available line in the designated hunt group.

## Make Set Busy

Makes your telephone unavailable for incoming calls.

# Multiple Appearance Directory Number

Allows you to have multiple telephone numbers accessible on one station.

# Speed Calling

Allows each individual in the group to establish a list of frequently called numbers which can be accessed by dialing one or two numbers.

## Three Way Calling

Allows you to establish a three-way call without the assistance of an attendant.

## Package Pricing:

- \$7 per month per features package when same customer in same exchange subscribes to 1-4 Centrex lines
- \$4 per month per features package when same customer in same exchange subscribes to 5 or more Centrex lines
- \$18 non-recurring set up and change fee for each Centrex line or Multiple Appearance Director Number
- C. CENTREX RATES—includes Standard Station Features and touch-tone. Does not include Optional Custom Calling Features package.

NEW ALBIN, MN; HOUSTON; CANTON	\$20.00
LA CRESCENT	\$20.00
BROWNSVILLE, DAKOTA, EITZEN, GRANGER	
LANESBORO, OSTRANDER, PETERSON, RUSHFORD	\$20.00
HOKAH (Business Rate)	\$29.45

The FCC charge, telephone assistance plan, 911 surcharge, and other required taxes and fees will also be billed to each line

#### ISDN - PRIMARY RATE SERVICE

## A. Description

The basic Primary Rate Service (PRS) structure consists of 23 B-channels and a D-channel, for a total transmission rate of 1.544 Mbps, which is equivalent to a T1 facility. Each 64 kbps B-channel carries user information such as voice calls, circuit-switched data, or video. The D-channel is a 64 kbps channel that is used to carry the control or signaling information.

Circuit-Switched Data PRS consists of 23B+D, which is equivalent to a T1 facility. The customer may use CPE to bond together 64 kbps B-channels for the transmission of circuit-switched data or video.

## B. Definitions

## 1. Service Configurations

## 23B+D

This service configuration provides for 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched data, or video while the D-channel handles signaling information. When equipped, the D-channel can control a maximum of 479 B-channels. The B-channels may be provisioned on the same facility as the D-channel or on other PRS T1 facilities.

## 24B

This service configuration provides for 24 B-channels. The B-channels carry user information such as voice calls, circuit-switched data, or video. The signaling information is provided by a D-channel on the first T1 facility.

#### 23B+Back-up D

This service configuration provides for 23 B-channels and a back-up D-channel. The back-up D-channel is used if the primary D-channel, which provides signaling for multiple T1 facilities, fails. All active calls are maintained during the switch-over to the back-up D-channel.

# ISDN - PRIMARY RATE SERVICE, Definitions, (Continued)

## 2. Network Connections

# Circuit-Switched Data Connection

A Circuit-Switched Data Connection is a central office translation that provisions 23 or 24 B-channels on a PRS T1 facility. All B-channels are dedicated with 2-way operation and have access to the exchange network. Incoming calls are restricted to circuit-switched data or video.

## ISDN Trunk Connection

An ISDN Trunk Connection (TC) is a central office translation that provisions each B-channel in a PRS. The TC allows access to the exchange network. One ISDN TC is required for each B-channel used in a PRS.

## Call-By-Call PRS

The PRS B-channels are configured to support inward and outward call flexibility predetermined by the customer's traffic flow.

## Dedicated PRS

Each B-channel is dedicated to inward, outward or 2-way traffic.

Uniform Access Solution (UAS) Network Connection

The UAS network connection provides switching to the local exchange and toll networks and includes the channel trunk-side configuration for the entire T1.

## 3. Standard Features

## Calling Number Identification

This feature displays the call identification information and the calling party's DN (including non-published and non-listed DNs) prior to the call being answered. Callers have the ability to inhibit the display of calling party information to the terminating number.

# ISDN - PRIMARY RATE SERVICE, (Continued)

3. Standard Features (Continued)

Direct Inward/Outward Dialing

Allows station users to place or receive calls bypassing the attendant.

Circuit-Switched Data

Allows the transmission of circuit-switched data on a voice channel.

# C. Terms and Conditions

- 1. PRS is provided subject to the availability of central office facilities.
- 2. Each PRS consists of one T1 facility and one Service Configuration. A customer may request more than one PRS per premises.
- Terms, conditions, rates, and charges, as described for PRS, are in addition to the regular rates and charges for the service with which PRS is associated.
- 4. Some services are not available and/or compatible with PRS.
- 5. PRS offerings are not available for use by Commercial Mobile Radio Carriers, Private Mobile Radio Carriers or Interexchange Carriers in the provision of services to their customers. Other digital services are offered by the Company for interconnection specifically for these Carriers.
- 6. PRS customers must subscribe to a minimum of one 23B+D Service Configuration.
- DID numbers associated with PRS are found in Section 3.7. A DID Trunk Termination, also found in Section 3.7, is required for each inward or 2-way B-channel in a PRS.
- 8. Circuit-Switched Data PRS is only intended for data calls, including video.

# ISDN – PRIMARY RATE SERVICE, C. Terms and Conditions (Continued)

 ISDN PRS may terminate at an Interexchange Carrier Point of Presence (IXC POP) for data service only, terminating on the Internet by an Internet Service Provider (ISP). Voice service may not terminate at the IXC POP.

# 10. Cancellation of Application for Service

- a. A customer may cancel an order for installation of service at any time prior to notification by the Company that service is available for the customer's use. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is to be cancelled.
- b. Costs incurred in conjunction with the provision of Primary Rate Service start on the Application Date as defined in c., following. When the customer cancels an order prior to the Application Date, no charges shall apply. When the customer cancels an order on or after the Application Date, a charge determined as specified in d. and e., following, shall apply. When a customer cancels an order or part of an order, on or after the original Service Date, the Cancellation Charge will apply as set forth in d., and e., following.
- c. The Critical Dates monitored by the Company for the purpose of calculating a Cancellation Charge are as follows:
- Application Date (APP): The date the customer provides a firm commitment and sufficient information to the Company for order placement. The APP Date is the date the Company enters the order into the Company's order distribution system(s). This is sometimes referred to as the order date.
- Design Layout Report Date (DLRD): The date the Design Layout Report which contains the design for the service(s) ordered is forwarded to the customer.
- Plant Test Date (PTD): The date acceptance testing is performed with the customer.
- Service Date (DD): The date the service is due to be made available to the customer. This is sometimes referred to as the Due Date.

# ISDN - PRIMARY RATE SERVICE, Cancellation of Application for Service (Continued)

- d. When a customer cancels an order prior to the Service Date, the Company will multiply the Cancellation Charge, following, by the percentage shown below, based on the last monitored Critical Date which has occurred on the order.
- e. The Critical Dates monitored by the Company are as follows:

	APP	DLRD	PTD	DD
	%	%	%	%
Primary Rate Service	13	44	77	100

- f. When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- g. A request for cancellation after completion of an installation will be treated as a discontinuance of service.

# D. Rates and Charges

Recurring	Monthly Rate
Local Channel/T-1 Facility	\$150.00
23B + 1D	\$360.00
24B	\$360.00
23B + Back-up D	\$360.00
Non-recurring Install + service order, et	c. \$408.00
Miscellaneous changes or rearrangements of facilities per	
facility	\$ 50.00
Cancellation charge	\$400.00

This does not include DID charges etc.

# ISDN – PRIMARY RATE SERVICE (Continued)

# E. Term Discount

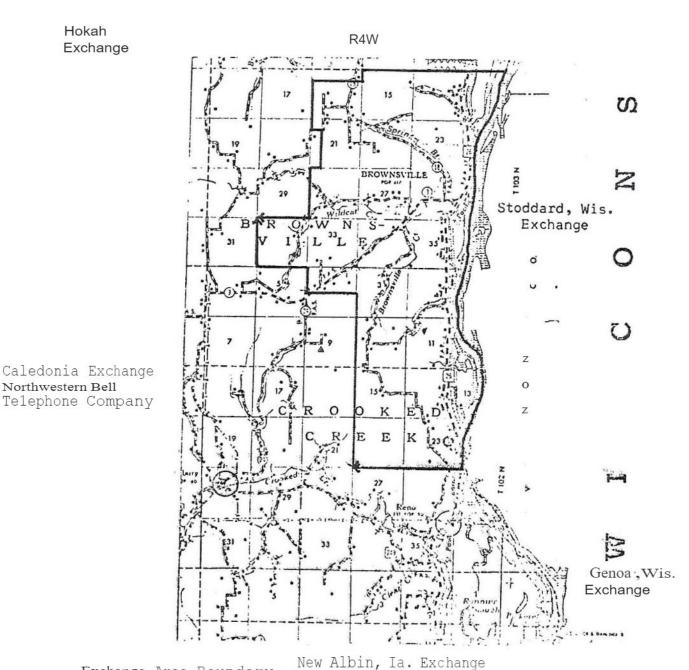
The Company will offer the following term discount to customers for ISDN-Primary Rate Service (PRI). Customers are required to sign a service agreement for the service period.

Discount Available will be as follows:

Recurring Non-recurring 24 months (2 year) 10% 0%

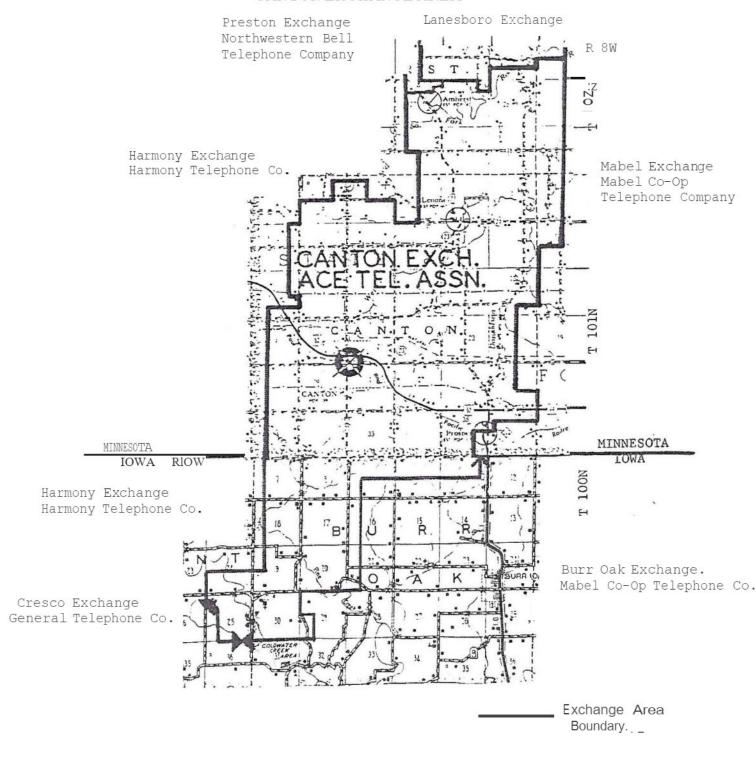
If service is discontinued prior to the completion of the commitment period (discontinuance of service), the customer shall pay 80% of the monthly charges for the remaining term of the agreement. The Company reserves the right to waive the discontinuance of service charges in instances where the customer discontinues service in order to upgrade to another service of comparable or greater value.

# Brownsville Exchange Area



Exchange Area Boundary

## CANTON EXCHANGE AREA

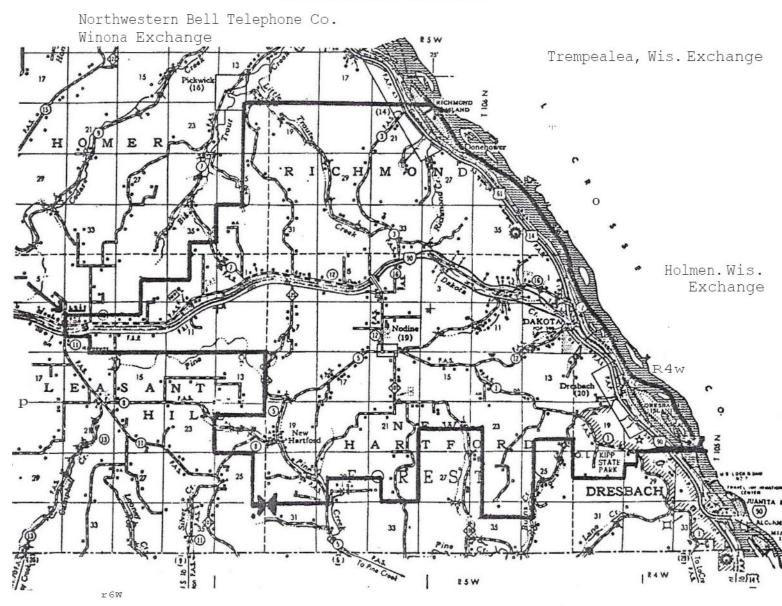


Issued: February 20, 2020 Effective: February 20, 2020

By: Todd Roesler - CEO

## LOCAL EXCHANGE SERVICE

## DAKOTA EXCHANGE AREA



Houston Exchange

LaCrescent Exchange

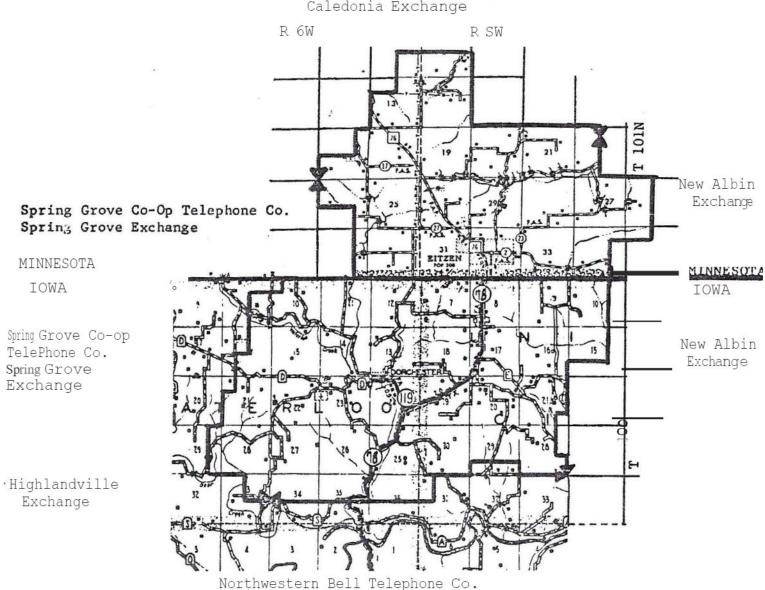
Exchange Area Boundary

Issued: February 20, 2020 Effective: February 20, 2020

By: Todd Roesler - CEO

# Eitzen Exchange Area

Northwestern Bell Telephone Co. Caledonia Exchange



Exchange Area Boundary

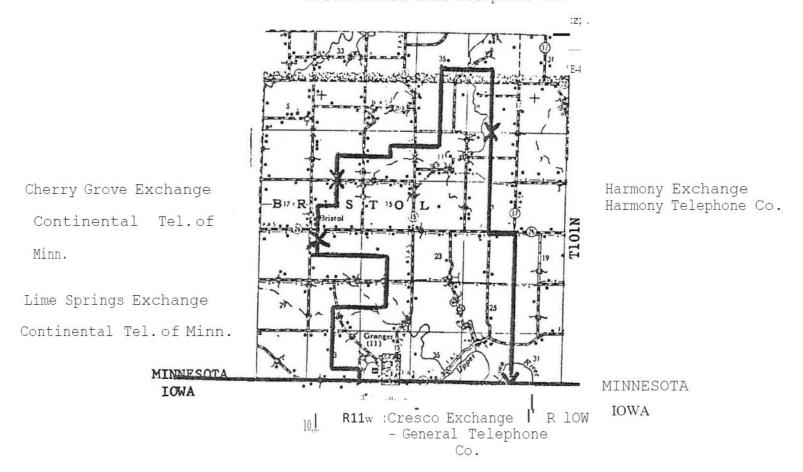
Issued: February 20, 2020 Effective: February 20, 2020

Waukon Exchange

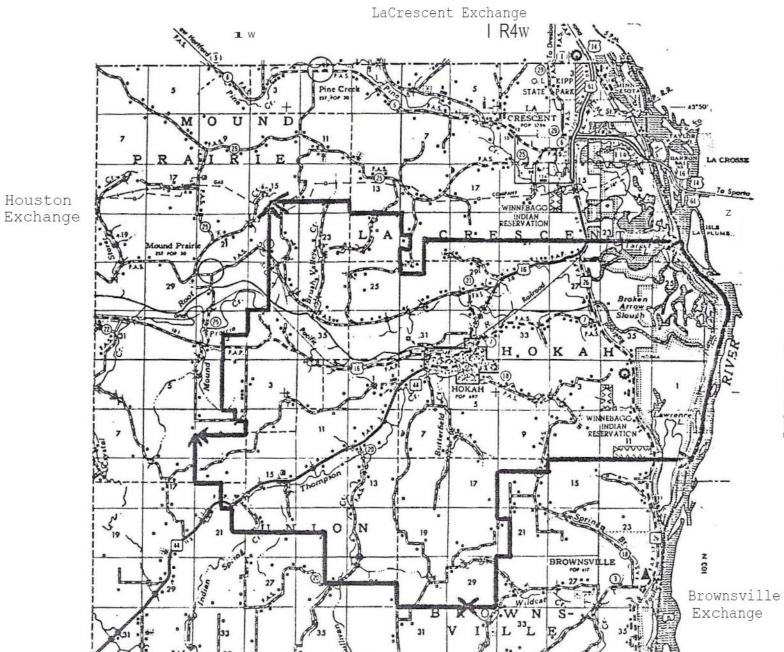
## LOCAL EXCHANGE SERVICE

## GRANGER EXCHANGE AREA

Preston Exchange Northwestern Bell Telephone Co.



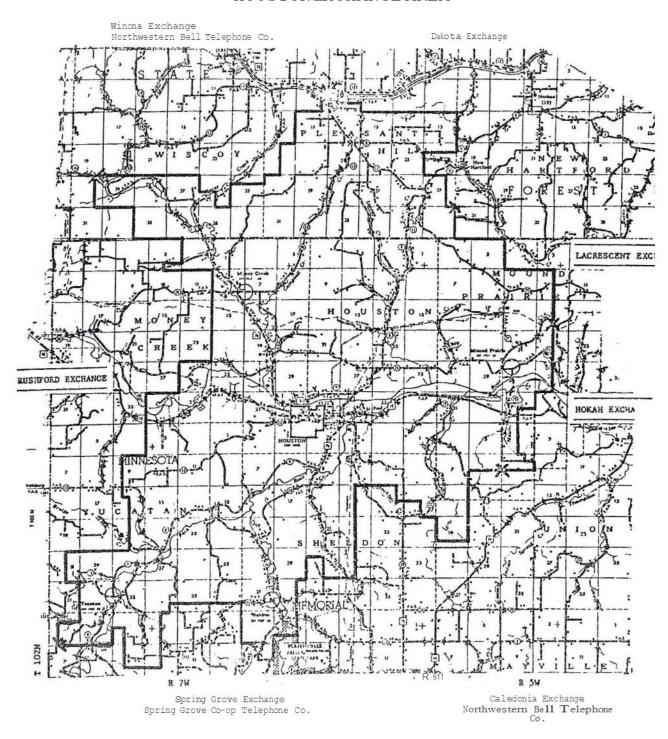
Exchange Area Boundary



Caledonia Exchange Northwestern Bell Telephone Co.

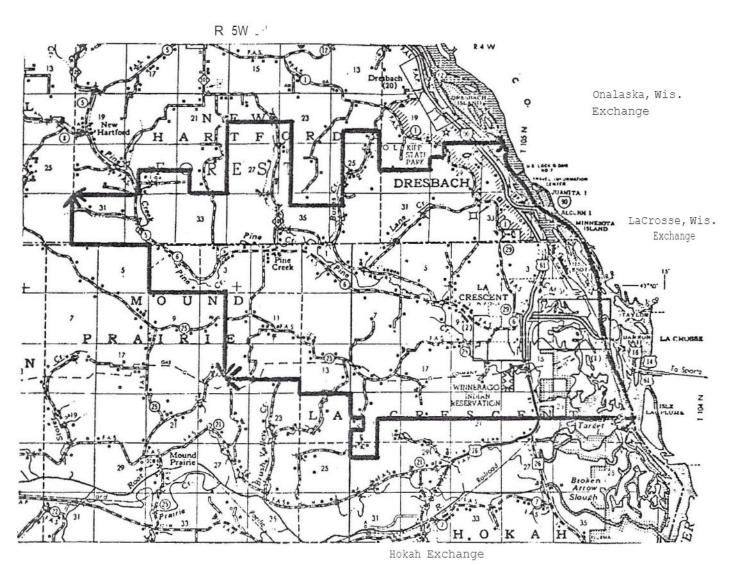
Exchange Area Boundary

## HOUSTON EXCHANGE AREA



## LA CRESCENT EXCHANGE AREA

# Dakota Exchange



Exchange

Houston

\_\_\_\_\_ Exchange Area Boundary

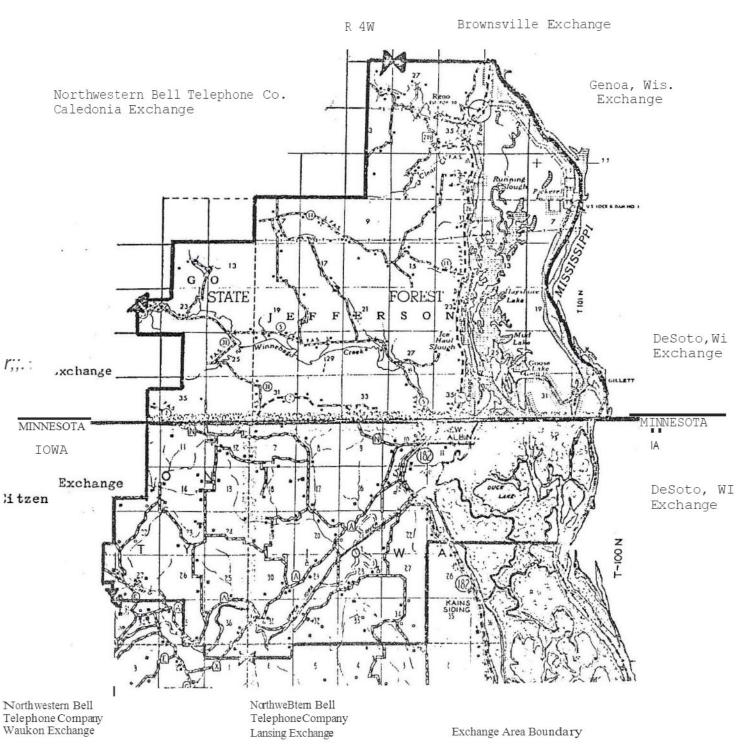
## LOCAL EXCHANGE SERVICE

# LANESBORO EXCHANGE AREA Chatfield Exchange Northwestern Bell Tel.Co. R 10W Peterson Exchange Fountain Exchange Iowa Tel. Co. Rushford Preston Exchange Exchange Northwestern Bell Tel. Co. M H E R E BL E 0 Mabel Exchange Mabel Co-op Tel. Co. Exchange Area Boundary Exchange 1

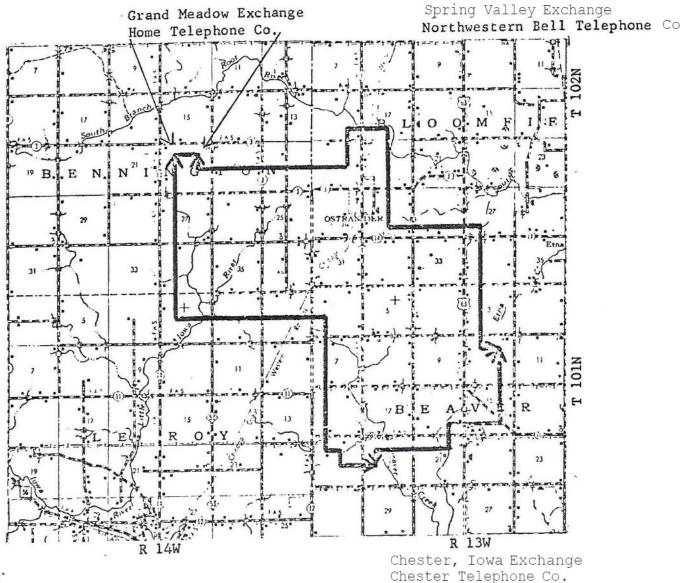
Issued: February 20, 2020 Effective: February 20, 2020

By: Todd Roesler - CEO

## NEW ALBIN EXCHANGE AREA



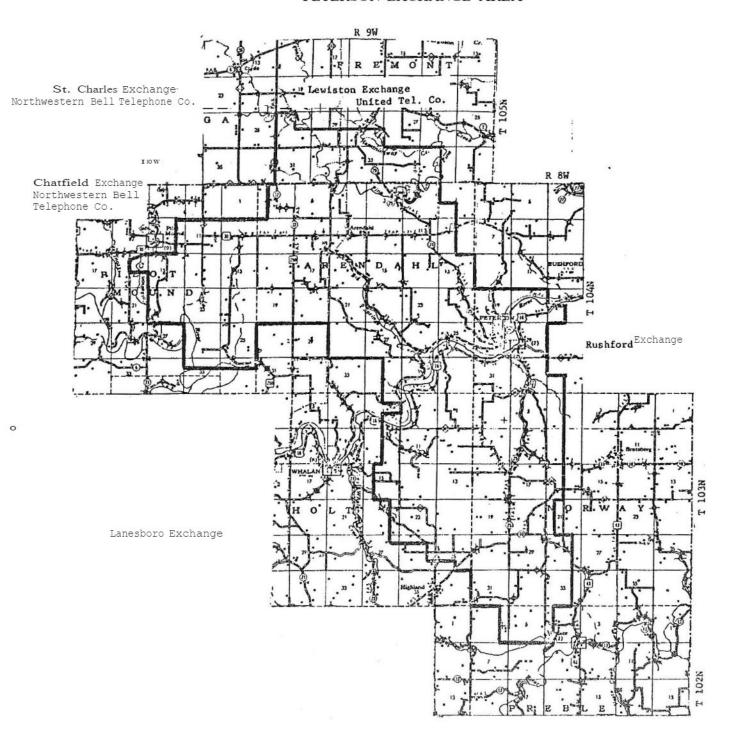
# OSTRANDER EXCHANGE AREA



LeRoy Exchange
General Tel. Co.
Of the Midwest

Exchange Area Boundary

## PETERSON EXCHANGE AREA

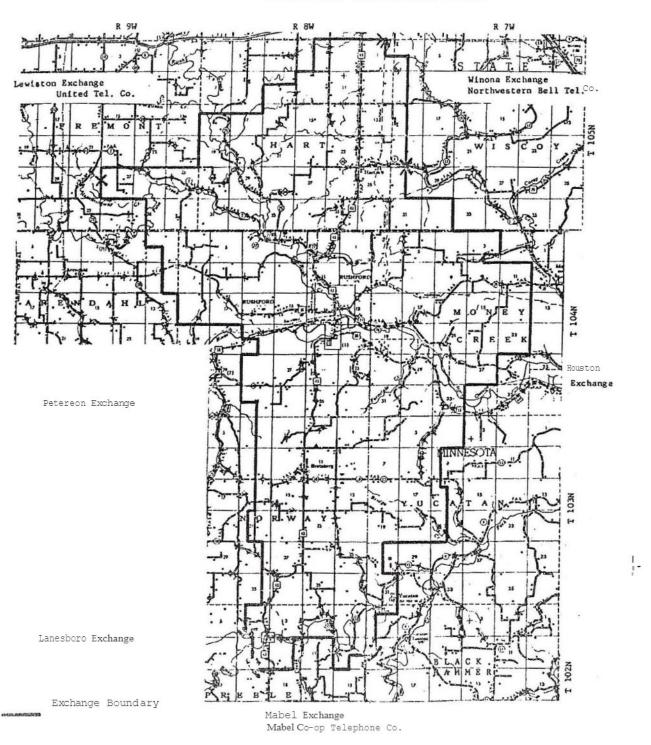


Issued: February 20, 2020 Effective: February 20, 2020

By: Todd Roesler - CEO

## LOCAL EXCHANGE SERVICE

## RUSHFORD EXCHANGE AREA



#### CALL TRACING

## A. General

Call Tracing allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a customer.

#### B. Definitions

- Customer means a person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications service.
- 2. Customer-originated call-tracing service means a customer-activated, call-specific form of call tracing available as part of a set of services called Custom Local Area Signaling Services (CLASS).
- 3. Emergency means a situation that appears to present immediate danger to person or property.
- 4. Investigative or law enforcement officer means an officer of the United States, a state, or a political subdivision of the United States or a state, or a University of Minnesota peace officer, which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

#### C. Terms and Conditions

- Call Tracing will be provided when requested by both a customer and an investigative or law enforcement officer and the customer has provided consent. Normally written consent will be required.
  - In emergencies, call tracing will be provided upon receiving oral consent from the customer. The customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.
- 2. Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to customers receiving call-tracing services.
- 3. The company will work with investigative or law enforcement officers to determine how long call-tracing services should be provided.
- 4. The company may provide customer-originated call-tracing service (CLASS Call Trace) as an alternative to Call Tracing in response to a Call Tracing request from a customer who is located in an exchange where CLASS Call Trace is available and where Class Call Trace will function as accurately as Call Tracing.

# CALL TRACING, continued

## D. Rates

1. Call Tracing Setup -

a. During Normal Business Hours No Charge

b. Outside of Business Hours \$ 25.00

2. Extension of Call Tracing period at request of investigative or law enforcement agency

No Charge

3. Provision of Call Tracing information to investigative or law enforcement agency

a. During Normal Business Hours No Charge

b. Outside of Normal Business Hours \$ 25.00

## CUSTOMER ORIGINATED TRACE

- A. If a trace is successful, The Telephone Company's equipment will record the incoming call detail (not the conversation).
- B. The called party will not have access to the traced number, but this information will be available to law enforcement officials. The practices of law enforcement officials vary, and the Company does not represent that any action will be taken by such officials with regard to the traced number.
- C. The Company is not liable for damages if a trace attempt is not successful.
- D. If a customer makes or receives another call or call waiting indication after hanging up from the annoying call, prior to activating the trace, Customer Originated Trace will not record the correct number.

## CUSTOMER ORIGINATED TRACE, continued

E. When call trace is initiated, the telephone number of the tracing party is printed in a secure location along with the telephone number of the last received calling telephone number whether or not either number is non-published. Therefore, the tracing party waives the right to privacy of their telephone number in this instance.

After dialing the code, the customer receives a recording that indicates the trace was successful. The customer may then call the telephone company's local business office or the local law enforcement agency to further proceed with Customer Originated Trace. There the customer may speak to the representative about the harassing call. The originating telephone numbers of traced calls shall be released only to investigative or law enforcement officers.

Information on originating telephone numbers identified through the call trace process may be released in writing to law enforcement. In the case where there has been no complaint filed by the customer, the law enforcement agencies are required to present a subpoena to obtain records.

For demonstrated abuse of the Customer Originated Trace service, Customer Originated Trace may be removed at the customer's request.

F. The Customer Originated Trace record will be stored for a minimum of 30 days after a successful activation of call trace.

## CUSTOM CALLING FEATURES

## A. General

- 1. The specific custom calling features available are:
  - a. Call Waiting with Cancel Call Waiting provides notification to the subscriber while a conversation is in process that there is another call awaiting the subscriber.
  - b. Call Forwarding allows the subscriber to transfer calls automatically to a preprogrammed number. Calls forwarded beyond the local (toll free) calling area will be charged to the customer at the direct dial station-to-station rate.
  - c. Three Way Calling allows the subscriber to call a third party and initiate a conference call.
  - d. Speed Calling allows a subscriber to place a call dialing a one-digit number. This feature is available on the basis of a short list which comprises 8 numbers and also a long list which comprises 30 numbers.
  - e. Automatic Line automatically routes calls to a pre-assigned directory number whenever the station goes off-hook.
  - f. Warm Line automatically routes calls to a pre-assigned directory number whenever the station goes off-hook and does not place a call within thirty (30) seconds.
  - g. Call Waiting ID Call Waiting with Caller ID will display the calling party's identification. This can consist of number and/or name.
  - h. Call Forward Remote Activation (CFRA) allows customers to activate or deactivate all types of Call Forward service and to change the forward-to destination when they are at a remote location.

# CUSTOM CALLING FEATURES, continued

## B. Rates

nate	5		Ionthly <u>Rate</u>
1.	Sing	le Feature Service	
	a.	Call Waiting	\$ 1.00
	b.	Call Forwarding:	
		Variable	1.00
		Busy Line	1.00
		No Answer	1.00
	c.	Three-Way Calling	1.00
	d.	Speed Calling:	
		8 number list	1.00
		30 number list	1.50
	e.	Automatic Line	1.00
	f.	Warm Line	1.00
	g.	Call Waiting ID	1.00
	h.	Call Forward Remote Activation	1.50
	i.	Telemarketer Call Screening	2.95

## C. Conditions

- 1. The initial service period for all features is one month.
- 2. Rates above are in addition to regular local service rates.
- 3. Transmission on calls forwarded and three-way calling may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.
- 4. At the time Custom Calling Features are established, any or all of the customer's existing stations on a central office line will be equipped for Custom Calling Features.

## DIRECTORY ASSISTANCE SERVICE

## A. General

- 1. Telephone calls by customers for telephone number listings will be answered and numbers given if the requested number is listed in the Directory Assistance records.
- 2. The rates below apply for calls to Directory Assistance of the customers local calling area, except as provided below. The charges also apply to customers within such local calling areas in adjacent states that are subject to this Tariff.
- 3. The Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished; and the customer shall indemnify and save the Company harmless against all claims (including costs) and reasonable attorney's fees) that may arise from the use of such information.

#### B. Rates

- 1. The charge for each direct dialed call to Directory Assistance is \$.95.
- 2. Requests placed through the operator when normal Directory Assistance service is available are subject to the rate for direct dialed calls plus the charge for other operator station-to-station Local Operator Assistance, as specified in this section.
- 3. Charges for Directory Assistance Service are not applicable to calls placed from hospitals or from customers whose physical, visual, mental or reading handicaps prevent them from using the telephone directory. The method of exempting those handicapped customers shall be via the completion of an exemption form and the company's acceptance of that form.

## DIRECTORY LISTINGS

#### A. General

The following rates are applicable to the alphabetic section of the Telephone Directory, for business or residence customers.

#### B. Rates

		Monthly Rate
1.	Additional or alternate listing, per listing	\$ .25
2.	Unlisted service, per listed	0.50
3.	Nonpublish service, per listing	1.00
4.	Foreign exchange or non-subscriber service, Per listing (See Condition 4)	.75

#### C. Conditions

- 1. A Primary listing, which may include the name, address, and telephone number of the individual, organization, firm or corporation for whom the service has been contracted, will be furnished at no charge.
  - a. Listings will be limited to such information as is necessary for proper identification.
  - b. The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
  - c. The Company may refuse to insert any listing, which in its judgment does not facilitate the use of the directory.
- 2. An additional listing may include the same address and telephone number as the primary listing, except that a different address may be shown for off-premises stations located on other premises occupied solely by the customer.
  - Additional listings may be furnished with business or residence service for persons who occupy the same premises at the rates shown above (See Joint User Service).

# **DIRECTORY LISTINGS (Continued)**

## C. Conditions (Continued)

- 3. An alternate call listing refers a calling party to certain other telephone numbers after business hours or on Sundays or holidays or if there is no answer on the first listed number.
  - a. Where the alternate call number is to be that of another customer, the listing will be furnished only with written approval of the other customer.
- 4. A foreign or non-subscriber listing may be furnished customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for a foreign company listing will be the rate of the company in whose directory the listing appears.
  - a. Bold type foreign listings appearing in the serving companys' directories will be billed in accordance with the directory company's rates for "bold type listings".
- 5. Unlisted service is the omission of a customer's listing from the telephone directory only. It may be obtained from the information operator.
- 6. Nonpublished service is the omission of a customer's listing from both the telephone directory and information records.
  - a. When nonpublished service is to be furnished, the customer will hold the Company harmless from any damages which might arise, and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the nonpublished listings.
  - b. The rate for a nonpublished service is specified in B. above.
  - c. No charge will apply to nonpublished numbers for customers having other listed services.
- 7. The charge for additional, alternate, unlisted or nonpublished listings begin on the day the information records are posted.
- 8. 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 distributed to the customers to the day the succeeding directory is distributed to the customers. Unless the listing no longer serves the customer because of disconnection, removal, etc., of the service, the minimum contract period will be for at least 30 days.

## "911" EMERGENCY SERVICE (911)

#### A. General

- 1. "911 Emergency Service, also known as 911, is a telephone exchange communication service whereby one (1) or more Public Safety Answering Points (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911.
- 2. "911" Service is offered subject to availability of facilities.
- 3. The 911 customer may be a municipality, other state or local governmental unit or an authorized agent of one or more municipalities or other state of local government units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibilities 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.

## B. Definition of Terms

- Automatic Location Identification (ALI) A feature by which the name and address
  associated with the party's telephone number (identified by ANI feature later defined)
  is forwarded to the PSAP for display. Additional telephones with the same number as
  the calling party's (secondary locations, off premise, etc.) will be identified with the
  address of the telephone number at the main premises.
- Local Location Identification (LLI) The process of locating the origin of calls to a 911 system by means of a periodically updated database located and maintained at the PSAP.
- Automatic Number Identification (ANI) A feature by which the calling party's ANI
  telephone number only is forwarded to the PSAP display and transfer units via the
  telephone company 911 central office.
- Public Safety Answering Point (PSAP) An answering location for 911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAP's respond first.
- 5. <u>Selective Routing (SR)</u> A feature that routes a 911 call from a central office to the primary PSAP based on the identified number and/or address of the calling party.

## "911" EMERGENCY SERVICE (911) (Continued)

## C. Rules and Regulations

- 1. 911 service is classified as Business Exchange Service and arranged for one-way incoming service to the PSAP.
- 2. This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one 911 Service will be provided within any one governmental locality.
- 3. The 911 emergency number is not intended to be a total replacement for local telephone service utilized by the various public safety agencies. These agencies will subscribe to Exchange Telephone Service as provided in the Local Exchange Tariff and other tariffs of the company.
- 4. This service is furnished to the customer only for the purpose of receiving emergency reports from the public.
- 5. 911 service is provided solely for the benefit of the customer operating the PSAP. 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 person or legal entity other than the customer.
- The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.
- 7. 911 information consisting of the names, addresses and telephone numbers of subscribers whose listings are not published in directories or listed in Directory Assistance, is Company proprietary.
- 8. The calling party forfeits the privacy afforded by Private and Semiprivate Service to the extent that the telephone number, address and name associated with the originating telephone number location are furnished to the PSAP.
- 9. The rates charged for 911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational test, in the judgment of the customer, as required to determine whether the system is functioning properly for its use. The customer shall notify the Company promptly in the event the system is not performing properly.

## "911" EMERGENCY SERVICE (911) (Continued)

## C. Rules and Regulations (Continued)

- 10. The Company's liability for any loss or damage arising from any errors, interruptions, defects, failures of equipment, service or malfunctions of this service or any parts thereof (whether caused by the negligence of the Company or otherwise) shall not exceed the greater of \$50.00 or an amount equivalent to the prorata 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 which may be given for an out-of-service condition as specified elsewhere in this tariff.
- 11. Each customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits, other actions including attorneys' fees or any liability whatsoever, whether suffered, instituted or asserted by the customer or death of a person(s) or for any loss, damage or destruction of any property whether owned by the customer or others.
- 12. Because the Company's filed service 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.
- 13. Application for 911 service must be in writing by each customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.
- 14. The customer is required to furnish the Company its agreement to the following terms and conditions:
  - a. All 911 calls will be answered on a twenty-four (24) hour day, seven (7) day week basis
  - b. The customer responsible for dispatching the appropriate emergency service within the 911 service area will undertake to transfer all 911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
  - c. The customer will establish a procedure for handling calls not requiring public safety response.
  - d. The customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls and for receiving other calls.
  - e. The customer will subscribe to or provide telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company.

# "911" EMERGENCY SERVICE (911) (Continued)

# C. Rules and Regulations (Continued)

- 15. When the selective routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations and the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the 911 serving area, and for associating the Company-provided Emergency Service Numbers (ESN) with the street address ranges or other criteria for selective routing of calls. ESNs will be carried in the Data Management System (DMS) to permit routing of 911 calls to the primary and secondary PSAP's responsible for handling of calls from each telephone in the 911 serving area. The following terms define the customer's responsibility in providing this information:
  - a. Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Company prior to the effective date of service.
  - b. After the establishment of service, it is the customer's responsibility to continue to verify the accuracy of routing information contained in the master address file and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 911 calls to the proper PSAP.
  - c. The Company will provide to the customer on request (maximum of two requests per year) a complete written copy of the master address file to permit the customer to verify accuracy of the police, fire and ambulance PSAP routing designations.
  - d. Changes, deletions and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis.
  - e. The Company will furnish a written copy to the customer for verification showing each change, deletion and addition to the master address file.

# "911" EMERGENCY SERVICE (911) (Continued)

## D. Rates and Charges

9-1-1 Service is provided under contract with the customer. Billing for the service will be retroactive to the date the service was available for use by the customer.

1. Central Office, Trunking, Facilities and Special Features

Those costs are covered within the "Agreement for Implementation of County 911 System".

		Non-Recurring Charges	Monthly (Recurring)
	Conversion or Modification	ICB	NA
2.	9-1-1 Trunks (Outswitching)		
	a. Central Office	ICB	
3.	Inter-Exchange Outswitch VG Circuit		
4.	9-1-1 Features		
	<ul><li>a. Emergency Ringback (Re-ring)</li><li>b. Selective Routing</li><li>c. Called Party Control</li></ul>	NA NA NA	(included in 2) NA (included in 2)
	d. Forced Disconnect	NA	(included in 2)
	e. Automatic Number Identification (ANI f. Access Order Charge	) NA ICB	(included in 2) NA
	f. Access Order Charge	ЮВ	NA
5.	Access Line Data Base		
	a. Initial Listing Issue	ICB	NA
	b. On-Going Updates	NA	\$ .09 *

## ICB - Individual Case Basis

\* Per Access Line per exchange based upon an annual measurement date to be determined on an individual case basis.

## EMPLOYEES' TELEPHONE SERVICE

#### A. General

Employee telephone service is offered to all active employees, retirees and disabled employees when such telephone service is provided by this Company.

#### B. Rates

Employee telephone service at fifty percent (50%) of the regular local service rates and charges may be provided at the employee's residence or business, limited to reasonable requirements as determined by the Company.

## C. Conditions

- Active employee who has completed six (6) months of continuous service as a regular employee.
- 2. Retiree employee who has completed fifteen (15) years or more of continuous service as a regular employee and is at least 55 years of age or more.
- 3. Disabled employee who has completed fifteen (15) years or more of continuous service as a regular employee and qualifies for Social Security payments.
- 4. Employee telephone service rates apply to one (1) access line, features, equipment and nonrecurring charges.
- 5. One primary listing must be in the name of the active, retired or disabled employee and the discount applies only to the active, retired or disabled employee, not spouse or dependents.

# D. Voice Mail and Calling Features

- As an incentive to become fully acquainted and knowledgeable with Calling Features, Class Services and Voice Mail options, employees will be provided these services at no charge. This option will enable employees to provide the customer first-hand knowledge of the benefits and features of our services.
- The Calling Features, Class Services and Voice Mail options apply only to active employees and are effective immediately upon hire.

## LOCAL OPERATOR SERVICE

## A. General

- 1. Local Operator Service is furnished to customers upon their request in order complete local calls.
- There are five classes of local service offered; Credit Card Calling, Operator Station Calls, Person to Person, Busy Line Verification and Busy Line Interrupt. When Operator assistance is required to complete a local call, the rates appears under B. Rate will apply.
  - a. Credit Card Calling

Customer dialed "0+" calls and completed by the caller or completed by the operator that will be billed to the caller's credit card instead of the telephone originating the call.

b. Operator Station Calls

Customer dialed "0-"calls where the operator completes the call and arranges billing. Can be billed to the originating telephone number, credit card, collect or to a third number. Includes operator placed calls to Directory Assistance.

c. Person-to-Person calls

Customer dialed "0-"calls where the operator completes the call and arranges billing. Can be billed to the originating telephone number, credit card, collect or a third number.

d. Busy Line Verify

Customer requested operator assistance in determining if a called line is actually busy or out-of-service.

e. Busy Line Interrupt

Calls wherein the customer requests the operator to interrupt conversation on a busy line and give a message to the person whose line is being interrupted.

3. Customers who identify themselves as being disabled and unable to dial the call, will not be required to pay local operator service charges for sent paid station-to-station calls from public and semipublic coin telephones.

# LOCAL OPERATOR SERVICE (Continued)

## B. Rates

	Minnesota
	<u>Charge per Call</u>
Credit Card Call	\$ .75
Operator Station Call	1.50
Person-to-Person Call	3.25
Busy Line Verify	2.00
Busy Line Interrupt	2.75

Local operator assistance charges will not apply to calls placed to the Company business office, Company repair service, emergency calls, 911 or the law enforcement and public safety agencies.

## 900 BLOCKING SERVICE

## A. General

900 Blocking Service provides residence and business customers with the ability to block access from a particular network access line to all telephone numbers for which 900 must be dialed.

## B. Regulations

- 1. 900 Blocking Service is offered only where central office facilities permit.
- 900 Blocking Service is available only for blocking access to all 1+ 900 telephone numbers from a particular network access line, and not for blocking access to specific 900 telephone numbers.
- 3. Nonpayment of 900 charges shall not result in the termination or in the threat of termination of local service.

## C. Rates and Charges

- 1. The 900 Blocking Service for residence and business network access line customers is provided upon request without a recurring charge.
- 2. Access to 900 Blocking Service is available to all subscribers with no Service Order charge for the first block. Subsequent requests to change blocking status will incur a Service Order Charge
- 3. Requests by customers to remove 900 Blocking Service must be in writing.

## PAYPHONE PROVIDER SERVICE

## A. Description

 Payphone Provider Service provides for the use of customer-provided coin operated or coinless telephones. Payphone Provider Service utilizes a voice grade business access line, Basic Coin Telephone Service, to connect the customer-provided equipment to the Company's central office.

#### B. Definitions

- Basic Coin Transmission Dial Tone Line A network access line used to connect customerprovided coin operated or coinless telephone equipment to and from the telecommunications network.
- 2. <u>Coin Collection and Return</u> This coin signaling is provided by the network. Coin collection occurs when a call is completed. Coin return will return the coins to the calling party when a busy signal, or no answer is encountered.
- 3. Coin Supervision Additive This is an optional feature provided from central offices that are equipped to provide this feature. The feature is provided when payphone equipment connected to the Basic Coin Transmission Dial Tone Line requires central office coin supervision capability. This feature provides the capability of central office line equipment to pass signals and/or tones from the Basic Coin Transmission Dial Tone Line to a trunk terminating at the Payphone Provider's operator service provider. These signals enable the operator service provider to recognize coin deposits and coin returns to the pay telephone user. The Coin Supervision Additive feature also permits a suitably equipped operator service provider to automatically ring back the originating local exchange service line upon completion of call.
- 4. Company Is the utility named above.
- Payphone Provider Is the customer, or the Company, that subscribes to the Payphone Provider Service.

## PAYPHONE PROVIDER SERVICE (Continued)

## C. Rules and Regulations

- The Payphone Provider Service is classified as business service. It is subject to the terms, rates, and conditions applicable to business service as described elsewhere in this Tariff.
- 2. Payphone Provider Service may be provided on a measured service basis, or a fixed rate basis. Applicable message charges are found in Section D.1.a will apply in all exchanges equipped with appropriate central office metering equipment. A fixed rate charge as found in Section D.1, following, will apply in all exchanges not equipped with metering equipment.
- 3. The maximum of one payphone instrument may be connected to one Basic Coin Transmission Dial Tone Line. Extensions to this line are not permitted. A Payphone Provider must use a separate line for each payphone instrument installed and will be billed the tariffed rate for each line. Off-premise extensions are not permitted.
- 4. Directory listings may be provided under the regulations which provide for the furnishing of listings for business service.
- Directories will be provided to the Payphone Provider on the same basis as business access lines.
- 6. The Company shall not be liable for shortages of coins deposited and/or collected from the Payphone Provider's payphone instrument.
- 7. The Company shall not be liable for the end-user fraud of any nature occurring at, or in association with, the Payphone Provider's payphone equipment.
- 8. Responsibility of the Payphone Provider
  - a. The Payphone Provider is responsible for the installation, operation and maintenance of the customer-provided instrument and any associated equipment such as booths, shelves, directories and any other ancillary equipment. The Payphone Provider is responsible for complying with the requirements of the Americans with Disabilities Act. The Payphone Provider is responsible for providing terminal equipment that is hearing aid compatible and meets all standards for handicapped users as required by law, including height restrictions.

## PAYPHONE PROVIDER SERVICE (Continued)

- C. Rules and Regulations (Continued)
  - 8. Responsibility of the Payphone Provider (Continued)
    - b. It is the responsibility of the Payphone Provider to insure its terminating equipment is properly equipped if it desires the optional feature, Coin Supervision Additive.
    - c. The Payphone Provider is responsible for the payment of all charges originating, or accepted at this service, incurred through the use of the Basic Coin Transmission Dial Tone Line including local messages, toll messages, and calls to directory assistance. The Payphone Provider is responsible for any federal, state, or local taxes on the customer-provided payphone, or on calls made from that payphone.
    - d. The customer-provided payphone must be registered in compliance with Part 68 of the FCC's Registration program.
    - e. The Payphone Provider is responsible for providing at no charge to the caller and without depositing coins:
      - 1. Access to dial tone,
      - 2. Access to 911 emergency services,
      - 3. Access to operators,
      - 4. Access to 800 numbers,
      - 5. Access to 10XXX numbers, and
      - 6. Access to telecommunications relay service calls for the hearing disabled.
    - f. The Payphone Provider is responsible for posting and prominently displaying all information required by the Federal Communications Commission, or the Minnesota Public Utilities Commission.
    - g. The Payphone Provider is responsible for compliance with the Rules and Regulations of the Minnesota Public Utilities Commission, or the Federal Communications Commission related to payphone service and equipment.
    - h. Disconnection of Payphone Provider service due to a violation of the tariff will be pursuant to the Company's disconnection procedures.

# PAYPHONE PROVIDER SERVICE (Continued)

# D. Rates and Charges

The following rates and charges are for Payphone Provider Service only and are in addition to the rates and charges for any other service(s) required to furnish a communications system.

		Non-Recurring Charge	Per <u>Month</u>
1.	Basic Coin Transmission Dial Tone Line $^{\rm 1}$		
	a. A message charge will be applied per local message originating over the above listed line.		Applicable B-1 Rate
2.	Optional Features		
	a. Coin Supervision Additive		\$ 2.00

Until detariffing occurs on October 6, 1997 the Coin Charge for Each:

Out-Going Local Message is \$ .25.

<sup>1</sup> Tariffed charges/rates for a business access line as found in other sections of the Company's tariffs will also apply to Payphone Provider Service.

## SCHOOL CLASSROOM SERVICE

## A. General

One party flat rate local exchange access line service offered to public schools that conduct classes within the range of kindergarten through 12th grade pursuant to Minnesota Statute Section 237.065.

## B. Rate

Residential One-Party rate.

## C. Conditions

- Telephone service available to ensure access to telephone service from each classroom and other areas within the school, as determined by the School Board.
- 2. Existing service provided to all areas of the school prior to the effective date of this tariff will be billed at current rates.
- 3. This service is not available in areas within the school where telephone service is issued for business administrative purposes of the school.
- 4. Upon approval by the school board, this service must be installed in all remaining classrooms within the school and other areas within the school, as determined by the school board, within the time period specified by the company.

## ADJACENT EXCHANGE SERVICE

## A. GENERAL

Adjacent Exchange Service is interexchange service provided at a location in an exchange other than in which the central office is located and from which the customer would normally be served.

## B. DEFINITIONS

- 1. Local Exchange the exchange in which the station is located and in which service is provided.
- 2. Serving Exchange the exchange in which the serving central office is located.
- 3. Contiguous Exchange adjoining exchanges which share a common boundary.

## C. RATES

- The rate for adjacent exchange service is the rate applicable in the serving exchange for
  the class of service furnished, plus mileage charges as shown below, except where a
  private branch exchange or key system is connected by trunks to central office lines, in
  both the normal and adjacent exchange areas, the rates for switchboards, telephone and
  equipment are the rates applicable in the exchange area in which the customer is located.
- 2. Monthly mileage charges for customers located within two miles of a common exchange boundary are shown below for each main telephone and PBX trunk.

Airline First 1/4 mile

or fraction Fraction thereof thereof Ea. Addnl. 1/4 mi.

Between the customer location and the nearest point on the exchange area boundary of the Adjacent Exchange.....\$ 4.00

\$1.00

3. Service connection, moved and change charges are the charges applicable to the serving exchange, except where private branch exchange or key system service is furnished as described under (c) RATES in this tariff.

# ADJACENT EXCHANGE SERVICE, continued

## D. CONDITIONS

- Adjacent exchange service is not in accord with the general plan for furnishing telephone service, and such service is provided where suitable facilities are available, or can readily be made available. Where such facilities are available or can readily be made available, adjacent exchange service may be furnished only in connection with the normal service provided. Public and semi-public coin telephone service is not provided in connection with adjacent exchange service.
- 2. Adjacent exchange service may be furnished between two exchanges of the same Telephone Company or between an exchange of a connecting company, when the connecting company is willing to concur in arrangements for furnishing such service.
- 3. The scope of local service, and the rules and regulations applicable to adjacent exchange service are the same as apply in the serving exchange for the service furnished.
- 4. This service is limited to the customer and his employees for business purposes, and in the case of residence service to the members of his household. Use of this service to others to avoid payment of toll charges will be sufficient cause for the discontinuance of the service by the Telephone Company. Prior to discontinuance of this service, the Telephone Company will give the customer five days written notice of their intention to discontinue such service.
- 5. When the Company's exchange is the normal serving exchange, adjacent exchange customers located within two miles of the common exchange boundary and outside the base rate area are required to pay for all construction necessary from their premises to the common boundary.
- When the Company's exchange is the Local Exchange, construction will be provided according to the rules and regulations found in the other sections of this Tariff.

# ADJACENT EXCHANGE SERVICE, continued

### D. CONDITIONS, continued

- 7. All negotiations for establishment of adjacent exchange service will be carried on by the prospective customer with the business office.
- 8. Customers to Adjacent Exchange Service are required to subscribe to Local Exchange Service from which service would normally be rendered. Any suspension or termination of the primary Local Exchange Service will require suspension or termination of the Adjacent Exchange Service.
- 9. Calls beyond the local calling area of the serving exchange will not be permitted.
- 10. Billing to the customer will be done by the Local Exchange Company.
- 11. Station equipment and local loop will be furnished by the Local Exchange Company.
- 12. Adjacent Exchange Service will not be provided where Extended Area Service now exists between the two exchanges involved.
- 13. Adjacent Exchange Service is available only to customers residing within two miles of the common boundary.

# SEASONAL SERVICE (VACATION SERVICE)

### A. General

Temporary suspension of services is available for vacation purposes at a reduced rate for all customers.

### B. Rates

- 1. The monthly rate will be 50% of the regular rate for services suspended.
- 2. No other service charges will apply for the suspension and subsequent restoral of service.
- 3. Full rates apply to the services not suspended.

### C. Conditions

- 1. New services must be active for at least 30 days before being eligible for vacation rate.
- 2. The rates may be billed in total prior to the establishment of vacation rate service, or monthly, at the option of the Company.
- 3. The minimum period for which this service may be provided is 30 days; the maximum is 180 days.
- 4. Temporary suspension of service is not extended to mileage charges.

### SPECIAL PROMOTIONS

# A. General

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. The offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by the Commission rules and regulations.

# TELECOMMUNICATIONS ACCESS MINNESOTA (TAM)

#### 1. Definition

This tariff provides for a surcharge to establish and administer a program to distribute communications devices to eligible Minnesotans who have a hearing, speech, or physical disability and to create and maintain telecommunication relay services.

### 2. Eligibility for Communications Devices

The Department of Human Services is responsible for distributing communication devices and will determine if a consumer is eligible for such devices. To be eligible to obtain a communication device a person must be:

- a. able to benefit from and use the equipment for its intended purpose;
- b. have a hearing, speech or physical disability;
- c. a resident of the state;
- d. a resident in a household that has a median income at or below the applicable median household income in the state except a deaf and blind person applying for a telebraille unit may reside in a household that has a median income no more than 150 percent of the applicable median household income in the state; and
- e. a resident in a house that has telephone service or that has made application for service and has been assigned a telephone number; or a resident in a residential care facility, such as a nursing home or group home where telephone service is not included as part of overall service provision.

### 3. Eligibility for Wiring Installation

If a person with a hearing, speech or physical disability does not have wiring to the person's premise to receive telephone service, and the person is subject to economic hardship as determined by the Department of Human Services, the telephone company providing local service shall at the direction of the administrator of the program install necessary outside wiring without charge to the household.

#### 4. Funding

This program shall be funded by a surcharge on residence and business access lines which pay the 911 surcharge.

#### 5. Rates

The surcharge rate is the effective rate ordered by the Minnesota Public Utilities Commission. The company is responsible for billing, collecting, and remitting the surcharge to appropriate government agency.

# LIFELINE AND MINNESOTA TELEPHONE ASSISTANCE PLAN (TAP)

### 1. Definitions

Lifeline, also known as Federal Lifeline Credit, is a federally sponsored assistance program as described in 47 CFR § 54.401 et al. and is designed to make telephone service accessible to qualifying low income residential households.

The Telephone Assistance Plan (TAP) is a state sponsored program under Minnesota Statutes Chapter 237 and is designed to make telephone service accessible to low income residential households. Through these programs, eligible households will receive a monthly discount on their telephone service.

### 2. Eligibility for the Federal Lifeline Credit and TAP

To be eligible for assistance, an applicant must meet the following guidelines:

- a. A Lifeline customer may only receive assistance from one wireline or one wireless provider per residential household.
- b. Applicant completes document and provides evidence that (1) the applicant meets income based criterion at or below 135 percent of the Federal Poverty Guidelines OR (2) participates in at least one of the following programs, as defined by 47 CFR 54:409:
  - Medical Assistance (MA);
  - Supplemental Nutrition Assistance Program (SNAP);
  - Supplemental Security Income;
  - Federal Public Housing Assistance; or
  - Veterans Pension or Survivors Pension Plan

Individuals who do not qualify under any of the above but live on a federally recognized reservation may qualify if the applicant signs a document certifying under penalty of perjury that the applicant receives benefits from at least one of the following programs.

- Bureau of Indian Affairs General Assistance
- Tribally administered Temporary Assistance for Needy Families (TTANF)
- Head Start (for those meeting its income qualifying standard)
- Food Distribution Program on Indian Reservations (FDPIR)
- c. The Lifeline customer is responsible to notify the Company within 30 days when the customer ceases to participate in any of the above listed federal assistance programs.

### LIFELINE AND MINNESOTA TELEPHONE ASSISTANCE PLAN, (Continued)

## 3. Terms and Conditions:

- a. The customer shall request Lifeline and TAP assistance through completion of a certification form, provided by the Company as governed by 47 CFR 54.410. Applicable federal and state credits to the customer's monthly account shall begin at the customer's earliest billing cycle, but not later than the second billing cycle after the date the notification is received.
- b. When the Company receives notification from the customer declaring that the customer no longer participates in the qualifying programs, the federal and state credits to that customer's monthly charges shall cease beginning with the start of the billing cycle beginning in the month after the month in which notification is received.
- c. A Service Charge shall not be billed to establish qualification for either the federal Lifeline or state TAP credit.
- d. When a customer enrolls for the state TAP credit, the Company is reimbursed for the cost of the service order activity.
- e. The customer will need to recertify eligibility on an annual basis.

## 4. Application of the Federal Lifeline and State TAP Credits

- a. The Lifeline customer will receive a monthly credit toward the customer's local exchange service rate. The total monthly credit identified in 47 CFR 54.403 shall be used to reduce the Lifeline's customer rate.
- b. The state TAP credit shall be applied to further reduce the rates charges for residential General Services.

### 5. Certification Revocation

If the Company discovers that conditions exist that disqualify the recipient of Lifeline TAP, OR if the customer fails to recertify eligibility on an annual basis in accordance with the 47 CFR 54.403, local service will be billed at full rate. The customer will be billed retroactively to whichever is the most recent of the date TAP assistance commenced or the recipient no longer qualified for the service, not to exceed 12 months.

# LIFELINE AND MINNESOTA TELEPHONE ASSISTANCE PLAN, (Continued)

## 6. Funding

The federal Lifeline credit is funded through the FCC universal service program. The state TAP credit shall be funded through the state Telephone Assistance Plan Surcharge on residence and business access lines which pay the 911 surcharge.

## 7. Rates

The surcharge rate is the effective rate ordered by the Minnesota Public Utilities Commission. The Company is responsible for billing, collecting and remitting the surcharge to the appropriate government agency.

### TOLL RESTRICTION SERVICE

#### A. GENERAL

- Toll restriction service provides denial of outgoing 0+ and 1+ long distance calls for central office access lines or trunks. The type of restriction is dependent on the option selected.
- 2. This service is provided only where central office capabilities permit the offering.

### B. RATES

	Monthly	Nonrecurring
	Rate	Charge
Toll Restriction Service (outgoing calls only)	\$.00	Service Order &
		Central Office
		Equipment Charge
Toll Restriction Service with PIN override	\$2.00	Same as above

- 1. Toll Restriction Options
  - a. Total Toll Restriction restricts 0+, 0-, and 1+ calling
  - b. International Toll Restriction restricts 011+ calling
  - c. 1+ Toll Restriction restricts 1+, 011+, 10XXX+, 10XXX011+; 1+800 calls can be completed
  - d. 1+ Casual Call Restriction restricts 10XXX1+ and 10XXX011+ calling
  - e. Toll Restriction with PIN number override allows toll calls to be placed if override PIN is entered

### C. CONDITIONS

- Incoming calls are not restricted. Telephone lines can still receive incoming toll calls and can be used to call toll-free numbers (1-800 or 1-888), operator assisted collect or third-party calls, and calling card calls.
- 2. This service is available on all access lines irrespective of the class of service.
- 3. Only one toll restriction option is permitted per line.

### TOLL SCREENING SERVICE

Billed Number Screening (BNS) – Provides automatic blocking of third number billing, collect bill, or both. BNS is implemented via external databases that may be queried by carriers as appropriate. The BNS feature is established for a particular billing number via service order. This feature informs the OSP of any restrictions regarding collect or third number calls billed to the line. This option can be used with Originating Line Screening and Toll Restriction Service.

### CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)

### A. General

- Custom Local Area Signaling Services (CLASS) consist of a group of features
  individually described under Section B. which allow customers to efficiently manage
  the communications over their exchange access lines. This call management is
  possible only where the calling party's telephone number can be delivered from the
  central office serving the called party. CLASS features are optional services offered in
  addition to regular exchange service.
- 2. CLASS features are available to residence and single party business customers subject to the availability of Central Office equipment and facilities.
- 3. To use Custom Local Area Signaling Services, customers must dial a Company designated activation code (except caller I.D.).
- 4. CLASS features will be functional under the following conditions:
  - a. When both the originating customer and the terminating customer are served from the same central office.
  - b. When both the call originating customer and the call terminating customer are served from different central offices equipped for CLASS and are linked by appropriate facilities.
- 5. Custom Local Area Signaling Services may not function when calls originate from or terminate to equipment not suitably equipped for Custom Local Area Signaling Services.
- 6. The Company shall not be liable for any loss or damages arising out of error, interruptions, defects, failure, or malfunctions of CLASS services or equipment. Damages arising out of such interruptions, defects, failures, or malfunctions of the services after the Company has been notified, and has reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the customer until service is restored.

## CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS) (Continued)

## B. Feature Descriptions

- Repeat Dial: Enables the customer to automatically redial the last outgoing telephone number.
- 2. Customer Originated Trace: Enables the customer to initiate a trace of the last incoming call completed by dialing an activation code immediately after terminating the call. The Company's equipment will record the telephone directory number, date, and time of the call. The results of the trace will not be provided to the customer directly. Customers must contact the Sheriff's office or the Company to continue the investigation.
- 3. Caller ID Number Delivery: Allows the customer to receive the calling party's directory number on incoming calls. A caller I.D. Display Device (an unregulated service, not included in this filing) is required to display the calling party's telephone number.
  - Customers (both those subscribing to Caller I.D. and those not subscribing to Caller I.D.) may prevent the display of their directory number by activating Calling Number Delivery Blocking immediately prior to making a call. Calling Number Delivery Blocking is available to all customers on a per call basis at no charge.
- 4. Priority Call/Call Waiting: Provides the customer with a distinctive alerting signal, ring or call waiting tone (if the customer has subscribed to Call Waiting), when the customer is called from a predefined list of 32 calling directory numbers.
- 5. Selective Call Forwarding: Enables the customer to forward incoming calls from a maximum of 32 specified telephone numbers to an alternate telephone number. Terminating calls from telephone numbers that cannot be identified or are not specified will be given standard termination treatment. This feature can be activated or deactivated by the subscriber. Selective Call Rejection takes precedence over Selective Call Forwarding.
- 6. Selective Call Rejection: Enables the customer to block up to 32 specified telephone numbers, including the last incoming call. Callers whose numbers are blocked are directed to a Company recorded announcement stating the call is not presently being accepted by the called party. The feature can be activated or deactivated by the subscriber. This feature takes precedence over Selective Call Acceptance and Calling Number Delivery.

## CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS) (Continued)

- B. Feature Descriptions (Continued)
  - 7. Selective Call Acceptance Enables a customer to designate a maximum of 32 telephone numbers from which calls will be accepted. Calls from all other numbers will be routed to a Company recorded announcement. The feature can be activated or deactivated by the subscriber.
  - 8. Last Call Return By dialing an activation code, a subscriber directs the switch to recall the directory number of the last incoming call to the subscriber's set. At this time, the subscriber hears the directory number of the call prior to deciding whether or not to recall the number. If the call has been blocked, the subscriber will hear a recording indicating the caller is "Private" or "Anonymous" and the call cannot be returned. If the called station is busy, the system scans the called line for an idle condition. The scan continues for 30 minutes or until completion or cancellation. The calling station receives a distinctive ring when the called station is idle. Call setup is performed when the calling subscriber answers the ringing. This feature will not work on 8XX or 900 prefixed numbers, international calls, calls to a number with call forwarding active or lines with a non-unique directory number. Only the last incoming call can be returned. To use per call blocking on a call placed using Last Call Return, the customer must activate the per call blocking prior to activating the Last Call Return feature.
  - 9. Anonymous Call Rejection will be provided to all subscribers at no charge and in the inactive state. While the feature is activated, incoming blocked calls are routed to an announcement in the central office that will indicate that the called party has chosen to reject blocked calls and the call will not be completed.
  - 10. Caller ID Number Delivery with Name the customer can view the name associated with the directory number of the incoming call along with the calling number before answering. The name is displayed on customer-provided equipment capable of recognizing CLASS functions. If the calling party has marked their directory number as private, or if the directory number is unavailable, the called party's display is modified appropriately. International calls are generally incompatible with this feature.

## CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS) (Continued)

### C. CONDITIONS

- 1. Subscribers to any CLASS feature are prohibited from selling any data collected or otherwise acquired through the use of these services. Sale of such information could be a violation of Minnesota statute 626A relating to the Privacy in Communications Act.
- 2. Customers are responsible for providing premise equipment that is compatible with the feature(s) desired. The Company is not responsible for the compatibility of customer purchased products from other vendors. The Company reserves the right to restrict or otherwise limit CLASS features where, in the Company's determination; (a) the feature(s) may create a potential incompatibility or, (b) provision of the feature(s) would require the establishment of new or additional Company procedures.
- 3. The Company is not responsible for damages arising from unsuccessful attempts to trace a call.
- 4. These services are only available to single party business and residential customers.
- 5. CLASS services, including blocking, are not available on public and semi-public and customer-owned coin-operated pay telephone services.
- 6. Customer of Caller ID Number Delivery or Caller ID Number Delivery with Name may not, without the permission of the calling party, publicize or disclose to third parties telephone number or name information obtained through the use of these services. Failure to comply with this condition may subject the customer to termination of the service. Sale of such information could be a violation of Minnesota statue 626A.
- 7. CLASS features require Signaling System 7 to function; therefore, the offering of the features is restricted to those central offices properly equipped.
- 8. Non-published or non-listed numbers will be revealed unless the customer activates blocking before each call, or subscribes to per line blocking.
- 9. All calling numbers will be passed—even for customers who do not subscribe to Caller ID Number Delivery.
- 10. A toll call routed to a recording by a CLASS service will treated as an unanswered call.

# CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS) (Continued)

# D. Rates and Charges

1. The rates and charges apply in addition to the established rates and charges for associated services. The rates shown are per feature, per line equipped.

	Monthly Rate	Nonrecurring Charge
B D: 1		
Repeat Dial	\$ 2.00	
Caller ID Number Delivery	\$ 3.50	
Caller ID Number Delivery with Name	\$ 4.50 (b)	
Priority Call/Call Waiting	\$ 2.00	
Selective Call Forwarding	\$ 2.00	
Selective Call Rejection	\$ 2.00	
Selective Call Acceptance	\$ 2.00	
Last Call Return	\$ 2.00	
Anonymous Call Rejection	NC	
Calling Number Delivery Blocking:		
Per Call	NC (a)	

(a) Per Call Blocking will be provided at no charge to residential and business customers and will be provided on any line where technically possible.

### CALLER ID BLOCKING

## A. Feature Description

Caller ID Blocking: Allows subscribers to control whether or not their directory number
is displayed to the next party that they call. A subscriber to this service can dial an
access code to change their permanent privacy indicator for the next phone call.
Blocking is available to residential customers on either a per call or full time (line) basis.

Operator and 9-1-1 services take priority over Caller ID Blocking. The code for this feature must be dialed prior to either Repeat Dial or Last Call return or the calling directory number will be displayed on the terminating end.

## B. Feature Availability

1. CLASS features require Signaling System 7 to function. Therefore, the offering of this feature is restricted to central offices properly equipped.

## C. Regulations

- 1. This service is only available on all lines where technically feasible.
- 2. Per-call blocking is available to all subscribers at no charge and will be provided on any line where it is technically possible.
- 3. Residential customers may order full time (line) blocking at any time. There will be a one-time charge of \$10.00.

## CALLER ID BLOCKING (Continued)

## C. Regulations (Continued)

- 4. Line blocking is <u>not</u> available to business customers unless the subscriber has a demonstrated need. Business customers must show that inadvertent disclosure of the caller's number will risk harm to the caller, other persons, or property. Demonstration of need is waived for the following types of business subscribers:
  - a. Law enforcement agencies,
  - b. shelters for battered persons,
  - c. government agencies engaged in undercover operations.

Other business customers are required to submit written documentation describing their need for this service. The Company will review the documentation and issue a decision within a reasonable period of time. The Company will base its decision on historical precedent, nature of the customer's business, public policy and other pertinent criteria. The customer may appeal an unfavorable decision in writing to the Minnesota Public Utilities Commission. There are no recurring or non-recurring charges associated with this feature for business subscribers with a demonstrated need.

# D. Rates and Charges

1.	Call Blocking Rates	Residence	Business	Nonrecurring
	a. Per Call	0.00	0.00	(a)
	b. Per Line	0.00	0.00	10.00
	c. Anonymous Call Rejection	0.00	0.00	(a)

(a) No service charge applies.

## E. Rate Regulations

- There will be no nonrecurring fee for line blocking for law enforcement agencies, shelters for battered persons, and government agencies engaged in undercover operations, and business customers who have been accepted as having demonstrated a need for nondisclosure.
- 2. Monthly rates are in addition to regular local service rates.

### VOICE MAIL SERVICE

### A GENERAL

1. Voice Mail service is available only in connection with individual line service in exchanges where the telephone company's central office is equipped to provide it, and only to those customers with touch calling service.

### B. DESCRIPTION

- Voice Mail is a service that will automatically answer all calls. If the line is not in use, it will answer after a specific number of rings which the customer predetermines. If the line is in use, it will answer after one ring. The caller will receive a personalized greeting telling them the called party is unavailable and asking them to leave a message. Other types of messages or instructions can also be prerecorded into the Voice Mail.
- 2. The Voice Mail system can be accessed from any touch tone telephone. The greeting can be changed, or messages can be retrieved provided the caller has been given the proper authorization code and instructions.
- 3. When a customer who has subscribed to Voice Mail lifts the handset of the telephone connected to the appropriate access line, and a normal dial tone is heard, there is no message. If there is a "stutter" dial tone, there are messages.
- 4. Avisual message-waiting feature is available to customers with a telephone instrument capable of activating an indicator in response from a unique signal sent from the Central Office to the instrument.
- 5. The following Voice Mail Services are available:

a. Voice Mail

\$3.00/month

- 1 mailbox
- 2 minute message length
- 15-day message retention
- 10 minute mailbox time

b. Voice Mail Executive

\$7.00/month

- 9 mailboxes
- 6 minute message length
- 30-day message retention
- 30 minute mailbox time
- Multiple greetings
- E-notification
- Pager and daily notification

# VOICE MAIL SERVICE, continued

c. Voice Mail E-Notification \$1.00/month

d. Automated Attendant \$20.00/month

### PACKAGE RATES FOR ADDITIONAL FEATURES

#### A. GENERAL

- 1. Special package rates apply to groups of features from Custom Calling, Custom Local Area Signaling Services (CLASS), and Voice Mail Service.
- 2. For general information on each feature, refer to the appropriate section.

### B. PACKAGE RATES FOR FEATURES

Choice Package Voice Mail—Call Answering \$ 8.95/month

Caller ID with Name & Number Call Waiting/Call Waiting ID

Call Forwarding Call Forward Busy

Call Forward No Answer

Three-way Calling Speed Calling 30

Anonymous Call Rejection Selective Call Acceptance Selective Call Forwarding Selective Call Rejection

Repeat Dial Last Call Return Priority Call

### LOCAL NUMBER PORTABILITY

### A. GENERAL

- 1. Local Number Portability (LNP) enables customers to change local service providers without changing telephone numbers.
- 2. The local company that loses the customer must delete the end user customer information from the LNP database.
- 3. The new local company must add the customer information to the database and show the new routing code (Location Routing Number or LRN).
- 4. The originating local company is responsible for issuing a query to the number portability database to determine proper routing of a call.
- 5. Any customer may port their number or call a ported telephone number.

### B. RATE

1. Monthly charge per end user

\$0.00

Issued: February 20, 2020 Effective: February 20, 2020

By: Todd Roesler - CEO

## REMOTE CALL FORWARDING APPEARANCE

## **GENERAL**

- 1. Remote Call Forwarding Appearance is a Calling Service that allows a customer in a distant area to have a telephone number appearance in a digital central office switch.
- 2. Calls placed to this directory number are forwarded to the customer in the distant area.
- 3. The major use of Remote Call Forwarding Appearance is to allow a business in a distant city to maintain a local listing for use by its customers.
- 4. This service is available only when the Telephone Company Central Office facilities have been arranged for Remote Call Forwarding Appearance.

### RATES

- 1. The service connection charges for the establishment of Remote Call Forwarding Appearance will apply as shown in this section.
- 2. Remote Call Forwarding Appearance—<u>Each Number</u>:

<u>EXCHANGE</u>	MONTHLY RATE
Brownsville	\$ 20.00
Canton	20.00
Dakota	20.00
Eitzen	20.00
Granger	20.00
Hokah (Business)	20.00
Hokah (Residential)	20.00
Houston	20.00
La Crescent	20.00
Lanesboro	20.00
Ostrander	20.00
Peterson	20.00
Rushford	20.00
New Albin, MN	20.00

### 511 SERVICES

### A. General

- 1. 511 Service ("511") is a three-digit local dialing arrangement available in specified areas for the delivery of travel information services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 91-105, the 511 code is assigned for access to travel information services.
- 2. With the effective date of this tariff, the 511 Service is provided to an agency as determined by the state of Minnesota.
- 3. Calls placed to 511 code will be routed to the point-to number based upon the central office switch where technically feasible.

### B. Terms and Conditions

- 1. This service if provided subject to the availability of the 511 code.
- 2. 511 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.)
- 3. Limitations and use of service apply as stated in Section 2 of this tariff.
- 4. Directory listings may be provided for 511 at rates under the terms, conditions, and rates specified in section 5 of this tariff.
- 5. Access to 511 is not available to the following classes of service:
  - 1+
  - 0+, 0- (credit card, third-party billing, collect calls),
  - 101XXXX.
- 6. The 511 subscriber is restricted from selling or transferring the 511 code to an unaffiliated entity, either directly or indirectly.
- 7. 511 will not provide calling number information in real time to the 511 subscriber. If the 511 subscriber needs this type of information, the subscriber must subscribe to a compatible Caller Identification service as specified elsewhere.
- 8. Calls to the 511 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 511 provider is a company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 511 from areas where 511 services are not being provided will be advised that the service is not available from their number.
- 9. Disputes regarding geographic coverage by two or more 511 subscribers will be referred to the Minnesota Public Utilities Commission.

# 511 SERVICES (Continued)

## B. Terms and Conditions (Continued)

10. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 511 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

If during this period, the 511 subscriber has failed to establish service or decides to discontinue service establishment, the 511 code will be recalled and the code will be considered a vailable for reassignment. If the network has been provisioned for the subscriber, the nonrecurring charges will not be refunded or waived.

- 11. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.
- 12. 511 Service is provided where facilities permit.
- 13. The 511 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach travel information services provided by dialing 511.
- 14. 511 will be provided under the following conditions:
  - a. The 511 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required to adequately handle calls to 511 without impairing the Company's general telephone service or telephone plant.
  - b. The 511 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copy rights, trademarks, and patents used in connection with said service.
  - c. The 511 subscriber will be liable for, and will indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.

d. Suspension of 511 Service is not allowed.

## B. Terms and Conditions (Continued)

- e. The 511 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 511. If requested by the Company, the 511 subscriber will assist the Company in responding to complaints made to the Company concerning the subscriber's 511 service.
- f. The Company will provide both oral and written notification when a 511 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 511. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measures when the 511 subscriber makes no modification or is unwilling to accept modification in method of operation or continues to cause service impairments.
- 15. The following conditions apply if the 511 subscriber provides a pre-recorded announcement:
  - a. The 511 subscriber will provide announcements. The Company will provide only delivery of the call.
  - b. The provision of access to the 511 network by the Company for the transmission of announcements or recorded program services is subject availability of such facilities and the requirements of the local exchange network.
  - c. The 511 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  - d. The 511 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder announcement equipment located on the subscriber's premises.
- 16. The Company may take all legal and practical steps to disassociate itself from 511 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.

### 511 SERVICES (Continued)

- B. Terms and Conditions (Continued)
  - 17. The Company will not be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.

# C. Rates and Charges

- 1. A Service Establishment charge will apply per point-to number.
- 2. 511 subscribers will pay the normal tariffed charges for the local exchange access arrangements used for transporting and terminating messages at the 511 subscriber's designated premises.
- 3. A Central Office Switch Activation charge will apply per central office translated to the point-to number and to change the point-to number.
- 4. Charges applicable to the 511 Service are as follows:
  - a. Service Establishment Charge
    - Per Point-to-Number \$81.00
  - b. Central Office Switch Activation Charge
    - Per Central Office Switch \$100.00

or Changed

### 211 SERVICES

#### A. General

- 211 Service ("211") is a three-digit local dialing arrangement available in specified areas for the delivery of community information and referral services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services.
- 2. Calls placed to 211 code will be routed to the point-to number based upon the central office switch where technically feasible.

### B. Terms and Conditions

- 1. This service is provided subject to the availability of the 211 code.
- 211 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.)
- Limitations and use of service apply as stated in Section 2 of this Tariff.
- 4. Director listings may be provided for 211 at rates under the terms, conditions, and rates specified in Section 5 of this Tariff.
- 5. Access to 211 is not available to the following classes of service:
  - . 1+
  - 0+, 0- (credit card, third party billing, collect calls),
  - 101XXXX,

In addition, operator assisted calls to the 211 subscriber will not be completed.

- 6. The 211 subscriber is restricted from selling or transferring the 211 code to an unaffiliated entity, either directly or indirectly.
- 7. 211 will not provide calling number information in real time to the 211 subscriber. If the 211 subscriber needs this type of information, the subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.

## B. Terms and Conditions (Continued)

- 8. Calls to the 211 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 211 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 211 from areas where 211 service is not being provided will be advised that the service is not available from their number.
- 9. Disputes regarding geographic coverage by two or more 211 subscribers will be referred to the Minnesota Public Utilities Commission.
- 10. The Company will provision the subscriber's order within a reasonable time given the complexity of the order. The 211 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company. If during this period, the 211 subscriber has failed to establish service or decides to discontinue service establishment, the 211 code will be recalled and the code will be considered a vailable for reassignment. If the network has been provisioned for the subscriber, the non-recurring charges will not be refunded or waived.
- 11. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.
- 12. 211 Service is provided where facilities permit.
- 13. The 211 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach community information and referral services provided by dialing 211.
- 14. 211 will be provided under the following conditions:
  - The 211 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required to adequately handle calls to 211 without impairing the Company's general telephone service or telephone plant.
  - ii. The 211 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.

# 211 SERVICES (Continued)

- B. Terms and Conditions (Continued)
  - iii. The 211 subscriber will be liable for, and will indemnify, protect, defend, and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.
  - iv. Suspension of 211 Service is not allowed.
  - v. The 211 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 211. If requested by the Company, the 211 subscriber will assist the Company in responding to complaints made to the Company concerning the subscriber's 211 service.
  - vi. The Company will provide both oral and written notification when a 211 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 211. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measures when the 211 subscriber makes no modification or is unwilling to accept modification in method of operation or continues to cause service impairments.
  - 15. The following conditions apply if the 211 subscriber provides a prerecorded announcement:
    - a. The 211 subscriber will provide announcements. The company will provide only delivery of the call.
    - b. The provision of access to the 211 network by the Company for the transmission of announcements of recorded program services is subject to availability of such facilities and the requirements of the local exchange network.
    - c. The 211 subscriber assumes all financial responsibility for all costs involved in providing announcement of recorded program services including, but not limited to, the recorder announcement equipment producing the recording, advertising and promotional expenses.

- B. Terms and Conditions (Continued)
  - d. The 211 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder announcement equipment located on the subscriber's premises.
  - 16. The Company may take all legal and practical steps to disassociate itself from 211 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
  - 17. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties in Company facilities and equipment or on equipment owned or leased by the subscriber.
  - 18. The Company, its employees, or its agents are not liable to any person for civil damages resulting from or caused by any act or omission in the development, design, installation, operating maintenance, performance or provision of 211 service, except for willful or wanton misconduct.

## C. Rates and Charges

- 1. A Service Establishment charge will apply per point-to number.
- 2. 211 subscribers will pay the normal tariffed charges for the local exchange access arrangements used for transporting and terminating messages at the 211 subscriber's designated premises.
- 3. A Central Office Switch Activation charge will apply per central office translated to the point-to number and to change the point-to number.
- 4. Charges applicable to the 211 Service are as follows:
  - a. Service Establishment Charge
    - Per Point-to-Number

\$81.00

- b. Central Office Switch Activation Charge
  - Per Central Office Switch Translated

or Changed

\$100.00

### 811 SERVICES

#### A. General

811 Service ("811") is a three-digit local dialing arrangement available in specified areas used for access to One Call systems via voice grade facilities. Pursuant to Order 05-59, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 811 code is established as the national abbreviated dialing code to be used by state One Call notification systems in order to provide a means for excavators and the general public to notify underground facility operators in advance of their intent to engage in excavation activities in compliance with the Pipeline Safety Improvement Act of 2002 (the Pipeline Safety Act).

### B. Terms and Conditions

- 1. This service is provided subject to the availability of the 811 code.
- 2. 811 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.).
- 3. Limitations and use of service apply as stated in Section 2 of this Tariff.
- 4. Directory listings may be provided for 811 at no charge.
- 5. Access to 811 is not available to the following classes of service:
  - 0-(credit card, third-party billing, collect calls),
  - 101XXXX,

In addition, operator assisted calls to the 811 subscriber will not be completed.

- 6. The 811 subscriber is restricted from selling or transferring the 811 code to an unaffiliated entity, either directly or indirectly.
- 7. 811 will not provide calling number information in real time to the 811 subscriber. If the 811 subscriber needs this type of information, the 811 subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.

## B. Terms and Conditions (Continued)

- 8. Calls to the 811 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 811 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 811 service from areas where 811 service is not provided will be advised that the service is not available from their number.
- 9. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.
- 10. 811 Service is provided where facilities permit.
- 11. The 811 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach relay services provided by dialing 811.
- 12. 811 will be provided under the following conditions:
  - a. The 811 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to handle calls to 811 without impairing the Company's general telephone service or telephone plant.
  - b. The 811 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
  - c. The 811 subscriber will be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.

- B. Terms and Conditions (Continued)
  - d. Suspension of 811 Services is not allowed.
  - e. The 811 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 811. At the Company's request, the 811 subscriber will assist in responding to complaints made to the Company concerning the subscriber's 811 service.
  - f. The Company will provide both oral and written notification when an 811 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 811. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measure when the 811 subscriber makes no modification or is unwilling to accept modification in method of operation or continues to cause service impairments.
  - 13. The following conditions apply if the 811 subscriber provides a pre-recorded announcement:
    - (a) The 811 subscriber will provide announcements. The Company will provide only delivery of the call.
    - (b) The Company's provision of access to the 811 network for transmission of announcements or recorded program services is subject to the availability of such facilities and the requirements of the local exchange network.
    - (c) The 811 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
    - (d) The 811 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.

# B. Terms and Conditions (Continued)

- 14. The Company may take all legal and practical steps to disassociate itself from 811 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- 15. The Company is not liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.
- 16. Calls placed to the 811 code will be routed to the point-to number based upon the central office switch and/or the Number Plan Area (NPA) of the calling party. Routing based upon NPA and NXX, ten-digit telephone number or ZIP Codes can be provided where technically feasible.
- 17. 811 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks Centrex Type Services lines, etc.) used for transporting and terminating messages at the 811 subscriber's designated premises.

### C. Rate and Charges

- 1. There will be no charge for the initial establishment of 811 Services.
- Subsequent point-to-number changes for 811 Services will have a non-recurring charge of \$76.00.

### JOINT USER SERVICE

### A. GENERAL

- 1. Joint user service is an arrangement whereby a person or firm, whose telephone needs are not such as to justify the provision of separate customer service, is permitted to use the service of a customer. To facilitate this use, a directory listing is provided for each joint user. This service is not designed to meet situations where a customer is engaged in furnishing service of a secretarial nature or is in the business of renting office space to transient or permanent tenants and desires to furnish telephone services to his lessees.
- 2. Joint user service is provided only in connection with business individual line and private branch exchange service. Joint user service is not permitted in connection with hotel/motel service or foreign exchange service.
- The joint user must be located in the same office or suite of offices as the customer and, furthermore, must be so located as to be accessible to the telephone to be used.
- 4. Not more than one joint user is permitted for each individual line or PBX trunk and not more than two joint users are permitted per customer service at any given location.
- 5. Applications for joint user service and for additional service, equipment or facilities in connection therewith must be executed by the customer who is responsible for payment of all charges incurred thereunder.
- 6. Charges for joint user service date from the day the information records are posted.
- 7. Upon application of the customer, instruments, additional private branch exchange stations, additional listings and miscellaneous equipment may be furnished for the use of the joint user at the regular rate.
- 8. No separate ring numbers or other distinctive designations are provided for the purpose of signaling the joint user.
- 9. Joint user service may be discontinued at any time upon reasonable notice from the customer subject to the conditions specified in this Tariff.

# JOINT USER SERVICE, continued

### B. RATES

Joint user service, including one listing in the alpha and classified sections of the directory, is furnished at the following monthly rates for each joint user:

## MONTHLY RATE

Flat Rate Service \$ 3.00

Issued: February 20, 2020 Effective: February 20, 2020

By: Todd Roesler - CEO

### CONSTRUCTION CHARGES

### A. GENERAL

- 1. Construction charges are non-recurring charges to customers under certain conditions, as hereinafter set forth, to cover all or a portion of the costs involved in the establishment of service and are in addition to the rate for the class of service furnished and any service connection charges, mileage charges or other charges that may apply in accordance with the Local Exchange and General Exchange Tariffs.
- 2. Deposits or advance payments covering construction charges may be required at the time the application for service is made and are based upon the estimated cost of the construction required.
- 3. When a charge is applicable for construction on private property, the customer may undertake, where in the opinion of the Telephone Company it is practicable for him to do so, such construction in whose or in part, in lieu of the construction charges which apply to that portion. In all cases of construction by the customer, the material furnished, and the method of construction are subject to the approval of the Telephone Company.
- 4. Except as otherwise provided herein, the rules and regulations in this Section contemplate usual construction, i.e., the type of construction which the Telephone Company would provide for the area and for the quantity and class of service involved if the decision rested solely with it.
- 5. Measurement shall follow the route of the pole line or buried cable but shall not include the distance between the last pole or pedestal and the building in which the telephone is installed.
- 6. Any poles, conduit, cable or other plant provided at the expense of the customer, on private property, are the property of the Telephone Company, are maintained and replaced by the Telephone Company, and shall not be used by the customer for any purpose other than service furnished by the Telephone Company or the support of crossarms, cable, wire or other apparatus of the Telephone Company except upon approval of the Telephone Company.
- 7. "Charge", as used in this section in connection with "special construction" and "temporary construction" are to be interpreted to mean the cost of labor and materials, including charges for supervision and other overhead expenses.

## CONSTRUCTION CHARGES, (continued)

- 8. The purpose of this instruction is to clarify the collection of advance payments when it is necessary to extend existing facilities to serve an applicant.
- 9. Advance payments are taken for the purpose of guaranteeing that the Company will be assured of a specified amount of revenue before undertaking construction expenditures to extend facilities for an applicant.

### B. CHARGES

1. Applicants for service will be required to pay, in advance, local service charges, including applicable taxes, (advance payment) as shown below. The Company may accept a termination contract in lieu of an advance payment when an applicant has a proven credit rating. No refund will be made if the customer terminated service prior to the specified period of the advance payments. The Company, at its option, may credit any remaining balance against the account of the new customer occupying the premises.

2. <u>Distance</u>
Up to 500 feet
500 to 1,000 feet
Over 1,000 feet to 1/2 Mile
Over 1/2 Mile to 1 Mile
Over 1 Mile

Advance Payment and
Termination Liability
-0Six (6) Months
Twelve (12) Months
Twenty-Four (24) Months
Refer to Headquarters Office

## C. CONSTRUCTION FURNISHED OUTSIDE THE BASE RATE AREA

1. The Telephone Company may require an applicant to make an advance payment when there are no facilities available and it is necessary to extend its existing facilities in order to serve the applicant. The advance payment will be based upon the cost and distance involved and will be applied against the customer's monthly local service charge for the specified period. In the event that the customer should terminate service prior to the specified period no refund will be made for the unused portion of the advance payment.

## D. PRIVATE RIGHTS-OF-WAY

When an applicant is so located that it is necessary to use a private right-of-way to furnish service and the Telephone Company is unable to obtain the required right-of-way without cost, the applicant may be required to pay the entire costs involved in securing such right-of-way.

# CONSTRUCTION CHARGES, (continued)

## E. CONSTRUCTION ON PUBLIC HIGHWAYS

All construction on public highways is furnished, owned and maintained by the Telephone Company.

# F. SPECIAL TYPES OF OUTSIDE CONSTRUCTION

- 1. When a special type of construction is desired by an applicant, as when underground construction is desired in places where aerial drop wires would be regularly used to reach the subscriber's premises, or when conditions imposed by an applicant make the installation exceptionally expensive, an additional charge is made to equal to the difference between the cost of the special type of construction and the average cost of standard construction.
- 2. Supporting structures necessary for residence extension service on the same continuous property will be furnished at the customer's expense.

#### G. SPECIAL TYPES OF INTERIOR CONSTRUCTION

- Conduit in buildings for telephone wire or cable are provided by the building owner or occupant.
- 2. Where, due to the type of construction of the building occupied by an applicant or the conditions imposed by the applicant, unusual expense is incurred by the Telephone Company, the applicant shall be required to pay such unusual expense.

### H. TEMPORARY CONSTRUCTION

Where temporary construction is necessary to provide service, the customer will be required to pay a construction charge equal to the estimated net cost of installing and removing the temporary construction.

#### SERVICE CHARGES

#### A. GENERAL

- 1. Service connection charges are those charges associated with work performed by the Company in connection with the provisions of service for a customer.
- Service connection charges are in addition to any other scheduled rates and charges. They apply in addition to and not in lieu of non-recurring charges or construction charges.
- 3. The charges herein do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the customer, nor do they contemplate work begun being interrupted by a customer. If the customer requests overtime labor to be performed or interrupts work once begun, a charge in addition to the specified charge will be made equal to the additional cost involved.

#### B. CHARGES

1. Service Order Charge - New Service \$ 12.00 - Existing Service \$ 12.00

This charge includes the time and materials for the establishment of business office records and operator information records. Specifically, time involved in taking request, credit check, preparation and process of order, completing customer line card, completing customer information card and file folder, completing maintenance sheet, computer entries, as well as all work involved in modifying an existing record.

2. Central Office Connection Charge (Per Line) \$ 6.00

This charge will apply whenever work is required in Central Office. Includes time for frame wiring, testing, and routing of C.O.E., preparation or changes of associated records.

3. Reconnect Charge \$18.00

This charge covers service order work applicable to existing service and central office connection charge.

### SERVICE CHARGES, continued

# B. CHARGES (continued)

# 4. Dishonored Check Charge

\$25.00

This charge applies when any negotiable instrument presented for payment of service or deposit becomes dishonored and is returned to the Company from the bank.

## C. CONDITIONS

- 1. When business or residence service is established for a different customer and all of the facilities are reconnected in place without any change, only the applicable service connection charge(s) will apply to the entire service.
- 2. Service Connection Charges apply to residence or business premises for:
  - Establishing Service.
  - Reconnections or re-establishment of service.
  - c. Move of service from one premise to another.
  - d. Assumption of service with a change in responsibility or ownership.
  - e. Number change or grade of service change request by the customer.
- Service Connection Charges DO NOT apply:
  - a. When a change is made and initiated by the Company, for the convenience of the Company, such as a change in grade of service, change in the customer's telephone number, etc.
  - b. When telephone service is re-established following a rendering of a customer's primary location as unfit for occupancy, due to fire, flood, or natural disaster. At the option of the Company, a different telephone number may be used.
  - c. When telephone service is suspended and subsequently restored for seasonal rate or vacation rate service.
  - d. To the assumption of existing telephone service by a different customer with authorization from current customer that results in a change in responsibility with no change to services.
  - e. To a name change for marriage, divorce, legal name change, or death that results in no change to services.

# SERVICE CHARGES, continued

# C. CONDITIONS, (continued)

## 4. Reconnect Charges Apply:

- a. When service has been disconnected for nonpayment and satisfactory arrangements were not made prior to the preparation of a disconnect, charges will be made applicable as to work needed to make the disconnect.
- b. If service is disconnected for any reason and remains disconnected for six months or more, all applicable charges necessary to restore service will be made as if this was a request for new service.

### OPERATOR ASSISTANCE

#### A. GENERAL

- 1. Operator assistance is furnished to customers upon request in order to complete calls.
- 2. Three classes of Operator Service are offered; namely, Dial Station-to-Station Service; i.e., flat rate, Operator Station-to-Station Service, and Person-to-Person Service. These definitions are found in the Long-Distance Message Telecommunications Service Tariff and these definitions apply to local calls as well.
- 3. Dial Station-to-Station class of service applies to Operator Station-to-Station calls placed sent paid from residence service lines or trunks which are certified by a qualified authority as services of persons who are disabled and unable to dial telephone numbers. All station-to-station calling card calls charged to the certified line are subject to the charges in B.1. following.

Certification is provided upon the customer's written application to the Telephone Company for each residence line or trunk to be included. Certification becomes effective with the bill following approval of the application. Requests to change to or from certification are not subject to charge. Customers may verbally identify themselves as being unable to dial a call because of their disability. Any local Dial Station-to-Station charges will apply to these sent-paid calls.

### OPERATOR ASSISTANCE, (continued)

- Customers who identify themselves as being disabled and unable to dial the call will not be required to pay the operatorassisted charge for sent-paid Station-to-Station calls from pay telephone service.
- The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

## B. CHARGES

Charge 1. For Operator Station-to Station calls where automatic recording equipment for operator assisted calls is available and the person originating the call dials zero, the telephone number desired, and the call is billed to the calling card or special billing number, a charge will be assessed per call. This also applies when no automatic recording equipment for operator assisted calls is available in order to complete a calling card or special billing number call .....\$ .75 2. For all other Operator Station-to-Station calls, a charge will be assessed per call ..... \$ 1.50 3. For Person-to-Person calls, a charge will be assessed per call .....\$ 3.25

### TEEN SERVICE

#### A. DESCRIPTION

- 1. Teen Service is an optional service that allows up to two telephone numbers to be assigned to one Network Access Line. In addition to the main billing number or the "dominant" number, a customer may subscribe to one "dependent" number. Distinct ringing cadences provide customers with the ability to distinguish between incoming calls made to the dominant or dependent number.
- 2. A distinct Call Waiting tone for the dependent number is provided when an access line is equipped with both Call Waiting and Teen Service.

### B. REGULATIONS

- Teen Service is offered only to Residence and Business Basic Exchange Service Customers served by Central Offices arranged to provide such service.
- Teen Service is not available with the following: Business Trunks, DID Trunks, Hunt Arrangements, Semi-Public Telephone Service, Customer Owned Coin Operated Telephone Service, and lines terminating in key equipment.
- 3. All Teen Service telephone numbers associated with a Network Access Line must have an NXX (prefix) identical to the dominant number, and all numbers must originate from the same Central Office. All Teen Service telephone numbers will be assigned by the telephone company.
- 4. It shall be the responsibility of the Customer to provide customer provided equipment (CPE) compatible with Teen Service.
- 5. Teen Service customers are entitled to one white pages directory listing, at no additional charge, with each Teen Service number. The Teen Service listing may include a Private or Semi-Private Listing Service. Teen Service listings are subject to the directory listing regulations as specified in Section 5.

# TEEN SERVICE, continued

## B. REGULATIONS (Continued)

- 6. All billable calls originating from an access line equipped with Teen Service will be billed to the dominant telephone number. All billable calls that terminate at a dependent telephone number will show the dependent number as the called party in the billing record.
- 7. Customers whose access lines are equipped with both Teen Service and Call Forwarding Variable must select one of the following Call Forwarding arrangements:

Calls to both the dominant and the dependent number(s) will be forwarded to a single number when Call Forwarding is activated.

Calls to the dominant number <u>only</u> will be forwarded when Call Forwarding is activated. Calls to dependent numbers will not be forwarded.

#### C. RATES AND CHARGES

- 1. A Service Ordering Charge and a Central Office Work Charge is applicable when adding Teen Service to existing service, or when changing from one Call Forwarding arrangement.
- 2. The rates and charges following are for Teen Service only and are in addition to the applicable service connection charges, monthly rates and non-recurring charges for access lines and other services or equipment with which they are associated.

# **GENERAL SERVICES**

(saved for future use)

#### General

All rules, service offerings and definitions are contained in the Minnesota Independent Access Tariff to which we concur. The purpose of these interexchange access tariff pages are to provide our company specific rates that are to be applied in accordance with the provisions set forth in the Minnesota Independent Access Tariff that are not contained in the Minnesota Independent Access Tariff.

A. Originating Switched Access Rates (excluding dedicated transport, Miscellaneous Services and Originating Toll Free Access Rates) (6-30-21)

			Non-			
				Recurring Charge		Rates Originating
1.	Carrier	Common Li	ne Rates		\$	.0100/MOU
2.	Switched Rates					
	a.	Local Swite	ching		.03018/	MOU
	b.	Transitiona	l Interconnection			
		Charge p	er Local Switch MOU		.0000/N	MOU
	c.	c. Tandem Switched Transport #				
		1.	Termination		.003134	I/MOU
		2.	Facility			.000308/Minute Mile
		3.	Reserved			NA
		4.	Installation	290.13		

3. DA Information Surcharge .0290/100MOU

# Effective 5-14-13 Intrastate switched transport was converted to Interstate Local Transport Restructure (LTR).

B.	Terminating Switched Access Rates (Excluding dedicated transport)	Rates See Minnesota Independent Access Tariff Section 10 B.
C.	Originating and Terminating Switched Access Dedicated Transport and Miscellaneous Rates	See Minnesota Independent Access Tariff Section 10 C.
D.	VoIP – PSTN Access Rates	See Minnesota Independent Access Tariff Section 10 A.
E.	Originating Toll Free Access Rates 6-30-21	See Minnesota Independent Access Tariff Section 10 D.
F.	Recording	.0483/msg

Issued: June 30, 2021 By: Todd Roesler Effective: July 1<sup>st</sup>, 2021

<u>Charge</u> \$ 38.54		Rate
	\$	15.69 30.16/Mi 4.33
38.54 38.54		15.69 31.39 2.41/Mi 14.09 4.33
223.34		33.12 2.41/Mile 14.09 4.33
223.34		46.81 2.41/Mile 14.09 4.33
214.00 ion		55.73 6.01/Mile 43.57 4.33 1.44
327.00		217.70 31.91/Mile 178.20 4.33 1.44
	38.54  2 wire 223.34  233.34  24.00  214.00  214.00	38.54 38.54  ion  2 wire  223.34  ion  214.00  ion  71.544 Mbps  327.00

G.	Special Access Rates (Continued)	Non-Recurring Charge	Rate
	<ul><li>7. Ordering Option Rates</li><li>a. Service Date Change Charge</li><li>b. Design Change Charge</li></ul>	\$ 28.94 62.52	

Issued: February 20, 2020 Effective: February 20, 2020

By: Todd Roesler - CEO

	Non- Char	Recurring ge
H.	IntraLATA Presubscription  Per Telephone Exchange Service line or trunk for Each intraLATA PIC change  1. Submitted using manual methods 2. Submitted using electronic methods 3. Submitted using manual methods when both the interLATA PIC and intraLATA PIC selections are changed simultaneously 4. Submitted using electronic methods when both the interLATA PIC and intraLATA PIC selections are changed simultaneously	\$5.50 \$1.25 \$2.75 \$.63
I.	Unauthorized PIC Change Residence/Business Per Telephone Exchange Service line or trunk	\$35.65
	Per Pay Telephone Exchange Service line or trunk	\$57.57

J. Term Discounts – High Capacity Special Access

DS1 High Capacity Special Access Service may be ordered at the customer's option on a monthly basis or for Term Discount periods of 36 months (3 years) or 60 months (5 years)

The minimum service period for all Term Discount plans is twelve months. The customer must specify the length of the service commitment period at the time the service is ordered.

For customers that subscribe to the Term Discount plan for 36 or 60 months, the Ter Discount percentage as set forth here will be frozen from the Company initiated decreases, for the entire discount period at the percent in effect at the beginning of the Term Discount period.

If a Term Discount Percentage increase occurs during the term of an existing Term Discount plan, the increased percentage will get applied automatically to the remainder of the current Term Discount period.

At the end of the discount period, the customer may convert to the month-to month service or subscribe to a new Term Discount plan. If the customer does not make a choice by the end of the discount period, the rates will automatically convert to the month-to-month service rates.

To be included in a Term Discount plan, all eligible High Capacity rate elements must be ordered for the same commitment term (i.e., all 36 month or 60 months) and with the same service date.

Term Discounts DS1

> 36 months 10% 60 months 20%

- K. Reserved for Future Use
- L. Reserved for Future Use

# SECOND REVISED SHEET 6

# INTEREXCHANGE ACCESS SERVICE

M. Reserved for Future Use

N. Toll Free Data Base Access Service Queries (6-30-22)

1. Basic Per Query \$0.002224

2. Vertical Per Query \$0.002224

O. Access Order Charge \$76.00

Filed Date: June 30, 2022 Effective July 1, 2022