## SCHEDULE OF

## **GENERAL RULES, REGULATIONS, RATES, CHARGES AND CONDITIONS**

APPLYING TO THE LOCAL EXCHANGE SERVICE AND FACILITIES OF

# CAPITAL TELEPHONE COMPANY, INC.

## IN THE

## STATE OF SOUTH DAKOTA

Issued: December 14, 2006

By: Wesley Doucet General Manager Effective: December 15, 2006

## **EXPLANATION OF SYMBOLS**

- (C) Change in regulation or condition which affects a rate or charge
- (D) Discontinued regulation, condition, rate or charge
- (I) Increase in rate or charge
- (N) New regulation, condition, rate or charge
- (R) Reduction in rate or charge
- (T) Change in text only -- no change in regulation, condition, rate or charge
- (NA) This service is not available at this time.

This tariff is all original.

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# CAPITAL TELEPHONE COMPANY, INC. STATE OF SOUTH DAKOTA

## **GENERAL EXCHANGE TARIFF**

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## **GENERAL RULES AND REGULATIONS**

## A. APPLICATION

#### 1. GENERAL

a. The Rules and Regulations specified herein apply to the local exchange services and facilities furnished by CAPITAL TELEPHONE COMPANY, INC., hereinafter referred to as the Company. Failure on the part of the customers to observe these Rules and Regulations of the Company, after due notice of such failure, the Company has the option to discontinue service.

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## GENERAL RULES AND REGULATIONS (Continued)

#### B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

#### 1. Availability of Facilities

a. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities.

#### 2. Allowance for Failure of Service

- a. The Company may from time to time suspend service for routine maintenance or rearrangement for a short period of time. Whenever possible the Company will provide the customer with advanced notification.
- b. The Company does not guarantee uninterrupted service. If service is interrupted for reasons other than by the negligence or willful act of the customer or by force majeure, an adjustment will be made in the amount of the charges for that portion of the service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond twenty-four (24) hours after first noted by the Company. Adjustment will be made in the form of a bill credit for each 24 hour period, after the first 24 hours, that service is unavailable. No other liability shall attach to the Company.

#### 3. Adjustment of Charges

a. In the adjustment of charges for any overbilling by the Company, a refund will be made of the full amount of excess charges when such amount can be determined; when the period or amount for which overbilling cannot be fixed from available records, the maximum refund will not exceed an estimated amount equal to such overbilling for a period not to exceed 90 days.

#### 4. Directory Errors and Omissions

- a. The Company assumes no liability whatsoever for errors in any listing.
- b. It is the customer's sole responsibility to notify the Company in writing of any change in the information, including telephone number, name and address, at least 90 days prior to the local telephone directory issue date, which will be provided to the customer upon request.

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## GENERAL RULES AND REGULATIONS (Continued)

#### B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY (Continued)

#### 4. Directory Errors and Omissions (Continued)

c. In the cases of extra listings in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to an amount not to exceed the established rate for such listing for the directory period in which the error or omission occurs.

#### 5. Transmitting Messages

a. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to the rules, regulations and conditions specified in this tariff.

#### 6. Use of Connecting Company Lines

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

#### 7. Defacement of Property

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

#### 8. Customer-Premises Equipment

a. The Company shall not be responsible for any loss or damage, nor for failure or impairment of service in connection with customer-provided facilities unless caused solely by the negligence of the Company. The Company's liability is limited to that provided in the General Rules and Regulations of this tariff.

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## GENERAL RULES AND REGULATIONS (Continued)

#### C. USE OF SERVICE AND FACILITIES

#### 1. Ownership and Use of Equipment

a. Customer-premises equipment may be connected to facilities of the Company under the provisions provided in Part VII of this tariff.

#### 2. Unauthorized Attachments or Connections

a. The Company shall not be required to attach its facilities to facilities not owned and installed by it, nor shall facilities not furnished by the Company, be attached to or connected with facilities furnished by the Company, unless provided for elsewhere in the Company's tariffs. In case any such unauthorized attachment or connection is made, the Company shall have the right to disconnect the same or to suspend the service during the continuance of such attachment or connection or to terminate the service.

#### 3. Use of Customer Service

- a. Customer telephone service is furnished only for use by the customer, his family, employees or business associates, or persons residing in the customer's household, except as the use of the service may be extended to joint users or to persons temporarily subleasing a customer's residential premises.
- b. Customers who subscribe to pay telephone service may resell such local exchange service to users of their customer-provided coin or non-coin pay telephone equipment. The Company is not responsible for the confidentially of service between customers and their users.

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## **GENERAL RULES AND REGULATIONS (Continued)**

#### D. ESTABLISHMENT AND FURNISHING OF SERVICE

#### 1. Application for Service

- a. Applications for service will be made in writing. These applications become contracts upon the establishment of service. Applicable non-recurring service charges may apply.
- b. Requests from customers for additional service may be made orally. A move from one geographic location to another (outside move) within the Company is not considered to terminate the contract; orders for such moves may be made orally.
- c. "Minimum contract period" and "termination of service" are covered elsewhere in Part II of this tariff.

#### 2. Telephone Numbers

a. The customer has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and the Company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business. Except for nonpayment of yellow page advertising, when customers are assigned a new number within the exchange, the former working number intercept shall provide the new number to a calling party for not less than 60 days or until the issuance of a new directory.

#### 3. Alterations

a. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him necessitate changes in the Company's facilities; the customer agrees to pay the Company's charges for such changes.

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## GENERAL RULES AND REGULATIONS (Continued)

#### D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

#### 4. Payment of Service

- a. The customer is required to pay all rates and charges for exchange services and facilities, and for toll messages (including messages which have been accepted at the customer's telephone and calls made in error to customer's toll-free number).
- b. All reasonable costs and expenses, including but not limited to attorney's fees, expenses, court costs and service charges, incurred be the Company in collecting payment will be an expense of and charged to the customer.

#### 5. Maintenance and Repairs

a. All expense of maintenance and repair of regulated services or facilities provided by the Company will be borne by the Company. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Customers may not rearrange, disconnect, or remove or permit others to rearrange, disconnect, or remove any Company owned facility installed by the Company unless provided elsewhere in this tariff.

#### 6. Unusual Installation Costs

a. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional aid to construction costs as provided elsewhere in this tariff.

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## GENERAL RULES AND REGULATIONS (Continued)

#### D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

#### 7. Service Interruption

- a. When facilities in a given area are interrupted, service to existing customers shall be re-established in accordance with categories of precedence in the order listed below.
  - Category 1 Public safety and health: Official federal, state, county and municipal government agencies protecting the public safety and health; private organizations and persons engaged primarily in protecting the public safety and health, such as physicians, hospitals, ambulance service, volunteer fire departments, American Red Cross, licensed protective patrols and armored cars and similar agencies.
  - 2) Category 2 Carriers and utilities: Contract carriers, common carriers, and public utilities.
  - Category 3 Other public services: Emergency repair organizations, not included in Category 1, protecting health and property, press associations, newspapers and broadcasting stations.
  - Category 4 Physically handicapped: Persons who, because of physical handicaps, operate specifically-equipped vehicles and are unable to leave such vehicles without assistance.
  - 5) Category 5 Industrial:

Gas or oil producing or drilling operations, producers and distributors of fuel and lumber and other construction materials and equipment, food processing distribution and storage organizations, producers of substantial quantities of food, business concerns engaged in construction of housing and industrial or public works and taxicab service.

6) All other facilities not covered above.

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## **GENERAL RULES AND REGULATIONS (Continued)**

#### E. TELEPHONE DIRECTORIES

#### 1. Distribution and Publication

a. The Company may arrange for a third party to publish and distribute a directory annually containing the serving exchange listings for each Central Office Access Line without charge. Additional directories may be furnished at the discretion of the Company. Directories containing listings for other areas may be provided at a nominal charge.

#### 2. Ownership and Use

a. Directories furnished to customers remain the property of the Company or third party and are provided to customers as an aid in the use of the telephone service. The Company reserves the right to charge for directories issued in replacement of directories.

#### 3. Directory Listings

a. Directory listings remain the property of the Company and are not to be reproduced without the permission of the Company.

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## **GENERAL RULES AND REGULATIONS (Continued)**

#### F. ESTABLISHMENT AND MAINTENANCE OF CREDIT

#### 1. Establishment of Credit

a. The Company is not obligated to provide service to any individual or firm that owes for service previously rendered by the Company at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. Nor is the Company obligated to continue to provide service to any individual or firm whose credit with the Company is or becomes doubtful, in the opinion of the Company. In order to insure the payment of all charges due for its service, the Company may require any customer to establish and maintain his credit by furnishing credit references acceptable to the Company.

#### 2. Discontinuance of Service for Failure to Establish Credit

a. Service may be discontinued for failure to establish or maintain credit, as set forth in F.1. above.

#### 3. Service Charge for Reconnection

a. When service has been discontinued for failure to establish or maintain credit, as set forth in F.1. above, the applicable service charges as defined in Part VI of this tariff shall apply.

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## **GENERAL RULES AND REGULATIONS (Continued)**

#### G. APPLICATION OF BUSINESS AND RESIDENCE RATES

- 1. Business rates apply at the following locations:
  - a. In offices, stores, factories, and all other places of a strictly business nature.
  - b. In boarding houses, except as noted under G.2. below, offices of hotels, halls and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges, hospitals, libraries and other similar institutions.
  - c. At residence locations when the customer has no regular business access line service and the use of the service either by himself, members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature. This may be indicated by advertising either by business cards, newspapers, billboards, circulars, or other advertising media, such as on vehicles, etc.
  - d. In any location where the listing of service at that location indicates a business, trade or profession, except as specified under G.2. below.

#### 2. Residence rates apply at the following locations:

- a. In a private residence where business listings are not provided.
- b. In private apartments, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.
- c. In the place of residence of a clergyman, nurse, physician, surgeon or other medical practitioner, dentist, veterinarian or other professional, provided the customer does not maintain an office in the residence.
- d. In college fraternity or sorority houses where individual access line service is provided.

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## **GENERAL RULES AND REGULATIONS (Continued)**

#### H. CONSTRUCTION AND INSTALLATION CHARGES

## 1. General

- a. Special charges in the form of installation charges, monthly rates or both, are applied in addition to the usual service charge and monthly rates when, because of the sporadic or occasional nature of the service or an unusual investment or expense is incurred as for example:
  - 1) The facilities are provided in remote or undeveloped sections of an exchange.
  - 2) Conditions that require unusual or expensive methods of plant construction, installation or maintenance.
  - 3) The customer's location requires the use of costly private right-of-way.
  - 4) The establishment of services which may be of a speculative or temporary nature.
- b. Title to any constructed facilities, as specified in H.2. below, provided wholly or partly as a customer's expense is vested in the Company.
- c. "Cost" is labor and materials including loaded overheads and may include contributions to cover the cost of doing business not explicitly associated with direct cost.
- d. Applicants shall provide right-of-way without expense to the Company. Such right-ofway shall be free from interference and otherwise suitable.

#### 2. Special Type of Construction

a. If a special type of construction is desired by a customer, (e.g., when underground service is desired in places where aerial construction would normally be used) or if unusual requirements of a customer make the cost of an installation higher than it would be if the usual type of construction were used, the customer is required to pay the difference in cost between the special type of construction and the average cost of the usual type of construction. Applicants may be required to make advance payments to cover all or a portion of the cost difference.

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# GENERAL EXCHANGE TARIFF GENERAL RULES AND REGULATIONS (Continued)

#### I. MINIMUM CONTRACT PERIODS

#### 1. Minimum Contract Period

- a. Except as specified elsewhere in this tariff, the minimum contract period is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have 30 days.
- b. The Company may require a contract period longer than one month at the same location for unusual construction necessary to meet special demands, and involving extra costs (see Special Type Construction).

## J. DISCONNECTION OR REFUSAL OF SERVICE

#### 1. By the Company Without Notice

- a. The Company may disconnect or refuse the service without notice:
  - 1) in the event of a condition on the customer's premises determined by the Company to be hazardous.
  - 2) in the event of customer's use in such a manner as to adversely affect the Company's facilities or the Company's service to others. Including but not limited to:
    - a) impersonation of another with fraudulent intent.
    - b) in the event of tampering with facilities furnished and owned by the Company.
    - c) in the event of unauthorized use.
    - d) if same or related violation occurs and notice was previously provided.
    - e) if a person, of legal age, responsible for a delinquent bill owns, occupies or receives benefit of telephone service provided to a location served by the Company. If satisfactory arrangements are made for payment of the delinquent bill, service will be provided.

#### 2. By the Company After Prior Written Notice

a. In addition to the reasons set forth in subparagraph a. above, the Company may disconnect or refuse service after providing at least five days prior written notice for any of the following reasons:

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## **GENERAL RULES AND REGULATIONS (Continued)**

## J. DISCONNECTION OR REFUSAL OF SERVICE (Continued)

#### 2. By the Company After Prior Written Notice (Continued)

#### a. (Continued)

- 1) the customer's bill for local or other services remains unpaid after the last date for timely payment.
- 2) failure of the customer or prospective customer to furnish permits or certificates of right-of-way specified to be furnished in the Company's rules as conditions for obtaining service, or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon him or her as conditions of obtaining service by a contract.
- 3) failure of the customer to permit the Company reasonable access to its facilities.
- 4) any other violation of the Company's rules and regulations, the requirements of municipal ordinances or law pertaining to the service.
- 5) when the service will be, or is, readily accessible and available for use by the public, by patrons of the customer, or by others not authorized.
- b. The notice of pending disconnection required by these rules shall be a written notice setting forth all reasons for the notice, and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered to the customer when deposited in the U.S. mail with postage prepaid. If delivery is by other than U.S. mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The final date shall be not less than five days after the notice is rendered. The notice will include a toll-free or collect number where a customer can obtain additional information.

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## GENERAL RULES AND REGULATIONS (Continued)

#### J. DISCONNECTION OR REFUSAL OF SERVICE (Continued)

#### 3. Disputes

In the event of a dispute concerning a bill, the Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill.

#### 4. Emergency Medical Conditions

Notwithstanding any other provision of these rules, the Company shall postpone the disconnection of service to a residential customer for a reasonable time, not in excess of thirty days, if the customer produces verification from a physician, or a public health or social services official, which states that telephone service is essential due to an existing medical emergency of the customer, a member of the customer's family or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to the Company within five days. If the written verification is not received within five days, service may be disconnected prior to the expiration of the thirty day period for postponement.

#### 5. At Customer Request

a. Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charges which might be applicable.

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## GENERAL RULES AND REGULATIONS (Continued)

## J. DISCONNECTION OR REFUSAL OF SERVICE (Continued)

#### 5. At Customer Request (Continued)

- b. Where a contract for service with a one-month minimum period is canceled before establishment of the service is completed, a charge not to exceed the service charge specified, is applied if all or a portion of the facilities have been installed.
- c. No minimum or termination charge will apply (unless otherwise stated specifically in this tariff) where a new customer takes over the service of the former customer, provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original contract. Minimum and termination charges will apply for any service furnished under the original contract which is not retained by the new customer.
- d. No minimum or termination charge will apply in the event the service is terminated because of condemnation, destruction, or damage to property by fire or other cause, beyond the control of the customer.

#### K. PAYMENT FOR SERVICE AND FACILITIES

#### 1. General

- a. Generally all customers shall pay for services and facilities in arrears for monthly and nonrecurring charges.
- b. Billing to customers shall be scheduled monthly.
- c. All bills for local or miscellaneous services are due when the statement is rendered, and are delinquent 15 days after the bill is rendered. Residential customers shall be permitted to have the last date for timely payment changeable for good cause in writing.
- d. When a customer is connected or disconnected, or for other cause the service received deviates by more than twenty-four consecutive hours from the normal billing period, the bill shall be prorated.
- e. When warranted, in the judgment of the Company, special bills may be rendered outside the normal billing cycle.

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## GENERAL RULES AND REGULATIONS (Continued)

#### K. PAYMENT FOR SERVICE AND FACILITIES (Continued)

#### 2. Service Charge for Reconnection

- a. Where service has been discontinued for the nonpayment of a due bill, applicable service charges as defined in Part VI of this tariff shall apply.
- b. Where service has been discontinued for the nonpayment of a due bill, the customer may be required to re-establish credit as defined in Establishment and Maintenance of Credit.
- c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount and any applicable nonrecurring charges.

#### 3. Returned Check Charge

a. Customers whose checks are returned by the bank for insufficient funds or stop payment will be assessed a charge at the highest rate allowed by law.

#### L. TAXES OR FEES TO BE BILLED TO CUSTOMERS

#### 1. General

- a. The rates and charges contained in this tariff are in addition to all other applicable federal, state, and local taxes and fees. Such fees would include, but are not limited to, Local Number Portability Fee, 911 Service Surcharge, Universal Service Fee, Network Connectivity Fee, Telecom Relay Service Fee, Federal Excise Tax, State Sales Tax, City Sales Tax, City Franchise Fee.
- b. When a municipality or political subdivision imposes upon the Company any license, occupation, franchise, permit, inspection or other similar tax, such tax, fee or charge shall be billed to the telephone customers receiving service within the municipal or political subdivision, allocated uniformly on the basis of each such customer's monthly charges for the types of service made subject to such tax, fee or charge.

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## GENERAL RULES AND REGULATIONS (Continued)

#### M. NETWORK CONNECTIONS

#### 1. General

- a. Connections of new inside station wiring to the network shall only be made at the Demarcation Point.
- b. Such connections shall be made by using a Standard Network Interface and shall be in accordance with Part 68 of the F.C.C. Rules.
- c. Direct electrical connections at the protector or by-passing the Standard Network Interface shall constitute a violation of the Company's filed tariffs and the service may be disconnected in accordance with its Rules and Regulations herein.
- d. Customers shall not be allowed to construct inside station wiring from a demarcation point or between two or more buildings on the same premises to obtain service from an exchange other than that by which they would normally be served, excluding customers being provided adjacent exchange service or foreign exchange service as provided in this tariff. Existing inside wiring obtaining local exchange service within another exchange boundary shall be disconnected by the customer within five days after receipt of written notification from the Company.

#### N. Toll Blocking

#### 1. General

a. In the case of any customer whose account shows unusually high toll or other charges, either billed or unbilled, the Company reserves the right to block all toll or other service access after attempting to contact the customer regarding their high toll activity.

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## GENERAL RULES AND REGULATIONS (Continued)

#### O. SPECIAL ARRANGEMENTS

#### 1. Promotional Offerings

For marketing or promotion, the Company may introduce promotional offerings, which may offer services at a reduced rate, or offer incentives including but not limited to gift certificates and coupons. Such offerings will be for a limited duration and are subject to the applicable non-recurring and recurring charges.

#### 2. Contracts

The Company may offer customized service packages on a case by case basis. Services offered under this schedule provision will be provided to customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff.

#### 3. Market Trials

The Company may offer service to test and evaluate service capabilities, implementation procedures, technical processes, etc., for market research including rate experimentation purposes.

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## DEFINITIONS

**ADDITIONAL LISTING -** Any listing of a name or other authorized information in connection with a customer's telephone number in addition to that to which he is entitled in connection with his regular service.

**AUTHORIZED USER -** A person, firm or corporation (other than the customer) on whose premises 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.

**BUILDING** - The term "Building" is a structure occupied by a customer or authorized user. Multioccupant structures will be considered different buildings when space of one customer or authorized user is separated by space occupied by others.

**BUSINESS SERVICE -** Central Office Access Line service furnished to customers where the actual or obvious use is of a business, professional or occupational nature.

**CALLS** - Telephone messages attempted by customers or users.

**CENTRAL OFFICE** - A unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

**CENTRAL OFFICE ACCESS LINE -** A circuit extending from the central office equipment up to and including the demarcation point.

**CHANNEL** - An electrical path suitable for the transmission of communications.

**CHARGES** - Nonrecurring and recurring amounts billed to customers for regulated services and equipment.

**CIRCUIT** - A channel used for the transmission of electrical energy in the furnishing of telephone and other communication services.

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

**COMMISSION -** The South Dakota Public Utilities Commission.

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## **DEFINITIONS (Continued)**

**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 furnishing telephone and other communications services to the public.

**CONSTRUCTION CHARGE** - A separate recurring and/or nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the Company's tariffs.

**CONTIGUOUS PROPERTY** - Two or more parcels of property, occupied by the customer, in which the boundary line of one property touches the boundary line of the other(s).

**CONTRACT** - The agreement between a customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the tariff.

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

**CUSTOMER -** The individual, carrier, reseller, partnership, association, corporation or government agency which contracts for telephone service, or relays messages to or from points outside the extended area, and is responsible for the payment of charges and compliance with the rules and regulations of the Company.

**CUSTOMER-PREMISE EQUIPMENT (CPE)** - Terminal equipment located on the customer's premise owned by the customer or owned by the telephone utility or some other supplier and leased to the customer.

**CUSTOMER-PROVIDED EQUIPMENT** – Equipment owned by the customer that is interconnected with the Company.

**DELINQUENT** - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the due date.

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## **DEFINITIONS (Continued)**

**DEMARCATION POINT** - The point of connection provided and maintained by the telephone utility to which the telephone utility-owned existing inside station wiring or customer-provided new inside station wiring becomes dedicated to an individual building or facility. For an individual customer dwelling, this point of connection will generally be immediately adjacent to, or within twelve inches of, the protector or the customer's side of the protector. The drop and block, including the protector, will continue to be provided by and remain the property of the telephone utility. In the instance where a physical protector does not exist at the point of cable entrance into the building or facility, the demarcation point is defined as the entrance point of the cable into the building or facility.

**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** - The disabling of circuitry preventing both outgoing and incoming communications.

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

**DROP** - That portion of a circuit between the pole line or cable distributing box and the protector or equivalent.

**DUE DATE -** The last day for payment without unpaid amounts being subject to a late payment charge or additional collection efforts.

**DUE NOTICE -** See "Disconnect Notice".

#### ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

<u>Automatic Location Identification (ALI)</u>: A feature by which the name (business accounts only) and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the Public Safety Answering Point (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 of the main location.

<u>Automatic Number Identification (ANI)</u>: A feature by which the calling party's ANI telephone number is forwarded to the E911 Control Office and to the PSAP's Display and Transfer Units.

<u>Data Management System (DMS)</u>: A system of manual procedures and computer programs used to create, store and update the data required to provide the Selective Routing (SR) and ALI features.

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## **DEFINITIONS (Continued)**

#### ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

<u>Emergency Service Number (ESN)</u>: When the SR feature is provided, the customer is responsible for identifying primary and secondary PSAP locations, as well as the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESN's with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. The ESN's will be carried in the Data Management System (DMS) to permit routing of E911 calls to the primary and secondary PSAP's responsible for handling of calls from each telephone in the E911 serving area.

<u>Enhanced 911 (E911) Control Office</u>: The office providing tandem switching capability for E911 calls. It controls switching of ANI information to the PSAP and also provides the SR feature, standard ESS Speed Calling features, call transfer capability and certain maintenance functions for each PSAP.

<u>Enhanced 911 Service Area</u>: The geographic area in which the customer will respond to all E911 calls and dispatch appropriate emergency assistance.

<u>Public Safety Answering Point (PSAP)</u>: An answering location for E911 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; Secondary PSAP's receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call. PSAP's are staffed by employees of a common bureau serving a group of such entities. This is CPE and it is the customer's responsibility to ensure it is compatible with the service(s) furnished by the Company.

<u>Selective Routing (SR)</u>: A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party. It is the customer's responsibility to ensure the CPE selected to operate this feature is compatible with the service furnished by the Company.

<u>Universal Emergency Number Service</u>: A telephone exchange communication service for receiving telephone calls placed by persons in need of assistance who dial the number E911. Such calls are answered at PSAP's established and operated by the customer. The lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls are included.

<u>Universal Emergency Number Service Customer</u>: A municipality or other state or local governmental unit or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated within a defined geographic area to respond to public emergency telephone calls, at the minimum for police and fire service.

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## **DEFINITIONS (Continued)**

**EXCHANGE -** A geographical area established for the administration of communications services in a specified area, called the "Exchange Area", which usually embraces a city, town or village, and its environs. It may contain 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 SERVICE** - The furnishing of facilities for communication within an exchange area, in accordance with the regulations and charges specified in the General Exchange Tariff.

EXTRA LISTING - See "Additional Listing."

**FLAT RATE SERVICE** - Telecommunications service furnished at a fixed monthly or periodic charge.

**FORCE MAJEURE** – The Company shall be excused from performance if its performance is prevented by acts or events beyond the Company's reasonable control, including but not limited to strikes or other labor unrest, severe weather and storms, earthquakes or other natural occurrences, power failures, computer failures, nuclear or other civil or military emergencies, or acts of legislative, judicial, executive or administrative authorities.

**GENERAL EXCHANGE SERVICES** - Facilities, services or features furnished by the Company connected to or associated with primary local exchange service.

**INSTALLATION CHARGE** - A nonrecurring charge made at the time of installation of communications service or facilities, which may apply in place of or in addition to Service Charges and other applicable charges for service.

**KBPS** – Short for kilobits (thousands of bits) per second which is commonly used for measuring bandwidth or the amount of data that is transferred in a second between two telecommunication points.

**LOCAL EXCHANGE SERVICE** - Telecommunications within a local service area in accordance with the provisions of the Company's tariffs.

**LOCAL MESSAGE -** A completed customer or user call between stations located within the same Exchange Area or Local Service Area.

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## **DEFINITIONS (Continued)**

**LOCAL SERVICE AREA -** The area within which telephone service is furnished under a specific schedule or rates without the application of a long distance message charge.

**MESSAGE -** A completed customer or user call.

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

**NETWORK CONNECTIVITY FEE (NCF)** - A supplemental charge to the end user on a per access line basis in order to cover the cost of providing access to the telephone network.

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

**OTHER SUPPLIER -** The customer or any entity other than the telephone utility providing, repairing or maintaining new inside station wiring or existing or new terminal equipment or repairing or maintaining existing inside station wiring.

**OUTSIDE PLANT -** The telephone facilities installed on, along, or under streets, alleys, highways, and private rights-of-way between customer locations, central offices or the central office and customer location.

**PREMISES** - The space occupied by an individual customer in a building, in adjoining buildings, or on contiguous property including property separated only by a public thoroughfare, a railroad right-of-way, or a natural barrier.

**PROTECTOR** - A utility owned electrical device located in the central office, at a customer's premises or anywhere along any telephone facilities which is designed to protect both the company's and the customer's property and facilities from over-voltage and over-current by shunting such excessive voltages and currents to ground.

**PUBLIC ACCESS LINE -** A central office access line providing connections for pay telephone equipment (coin or coinless).

**RATES -** Recurring amounts billed to customers for regulated communications services.

**RESIDENCE SERVICE** - Telecommunication service furnished to customers when its use is for domestic purposes.

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## **DEFINITIONS (Continued)**

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

**SERVICE CHECK** - An examination, test or other method utilized to determine the condition of customer-provided terminal equipment and inside station wiring.

**SERVICE ORDERING CHARGE -** For work involved in receiving, recording and transmitting, information for establishment of telephone service or subsequent change to that service including directory listing.

**STANDARD NETWORK INTERFACE -** See "Demarcation Point."

SUSPEND - See "Temporary or Vacation Suspension."

**TEMPORARY OR VACATION SUSPENSION -** Temporary disconnection or impairment of service which shall disable either outgoing or incoming communications or both.

**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.

**TRIP CHARGE** - A nonrecurring charge for visits to the customer's premises when the service difficulty is caused by the customer-premises equipment. One charge will apply for all work requested at the same time on the same visit.

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## LOCAL EXCHANGE SERVICE

#### A. GENERAL

Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer. Rates for Central Office Access Lines are shown in paragraph B and C below. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

#### B. RATES

All applicable rates below apply.

#### 1. BUSINESS DIAL TONE LINES

		a. b.	1 line billed to common account number Additional lines billed to common account number	\$29.95 per line 24.95 per line
2. RESIDENTIAL DIAL TONE LINES				
		a. b.	1 line billed to common account number Additional lines billed to common account number	\$15.95 per line 12.95 per line
C. NETWORK CONNECTIVITY FEE (NCF)				
		a. b.	Residential Business	\$ 6.43 per line* 6.43 per line*
			*or the subscriber line charge billed by Qwest, whichever is less	

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## LOCAL EXCHANGE SERVICE (Continued)

#### **TEMPORARY OR VACATION SUSPENSION**

#### A. GENERAL

1. Temporary suspension of service is available for vacation purposes at a reduced rate for customers of residence and single line business service.

#### B. TERMS AND CONDITIONS

- 1. The vacation rates will be applied on a monthly basis.
- 2. The minimum period for which this service may be provided is 30 days; the maximum is 150 days during any 6-month period.
- 3. If a customer's service is completely suspended, neither outward nor inward service is furnished during the period of suspension except for 611 and 911 calls.
- 4. Service will be restored during normal working hours, except on weekends and holidays, upon sufficient notice from the customer.

#### C. RATES AND CHARGES

- 1. The monthly rate will be 50% of the regular rate for the service suspended.
- 2. Service charges will apply for the suspension and subsequent restoral of service.

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## **GENERAL EXCHANGE SERVICES**

#### DIRECTORY LISTINGS

#### PUBLISHED LISTINGS

#### A. GENERAL

A primary listing, which may include the name, address and telephone number of the individual, organization, firm or corporation subscribing to Local Exchange Service, will be furnished at no charge.

#### **B. TERMS AND CONDITIONS**

- 1. Listings may be limited to such information as is necessary for proper identification.
- 2. 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.
- 3. Whenever any question arises as to the right of a customer (1) to list the name of a business which the customer is authorized to represent; or (2) to use a listing which includes the trade name of another; the Company may require the customer to secure from the owner of such name, written authority to use it, addressed to the Company for the acceptance for insertion or for the continuance of such listing; the Company may refuse to accept or may delete such listing where (1) such written authority is not so furnished or (2) such authority is withdrawn by such owner in writing to the Company.
- 4. The Company may refuse to insert any listing which in its judgment does not facilitate the use of the directory.

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## GENERAL EXCHANGE SERVICES (Continued)

### DIRECTORY LISTINGS (Continued)

#### NON-PUBLISHED OR NON-LISTED LISTINGS

#### A. GENERAL

A non-published listing is the omission of a customer's listing from both the telephone directory and directory assistance records. A non-listed listing is the omission of a customer's listing from the telephone directory. Both, non-published and non-listed listings are available upon the customer's request at the rates listed below.

#### B. TERMS AND CONDITIONS

The customer will hold the Company harmless from any damages that might arise and will absolve the Company from any responsibility whatsoever for the failure of the customer to receive calls, including emergency calls, because of any non-published or non-listed listing.

The following rates are applicable to the alphabetic section of the telephone directory for business or residence telephone service customers. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

#### C. RATES

Rates, terms and conditions of the directory provider are applicable to the customer.

		Monthly <u>Recurring Charge</u>
1.	Non-Published, per Telephone Number Residence or Business	\$4.95
2.	Non-Listed, per Telephone Number Residence or Business	\$3.95

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### GENERAL EXCHANGE SERVICES (Continued)

#### DIRECTORY LISTINGS (Continued)

#### ADDITIONAL LISTINGS

#### A. GENERAL

An additional listing must include the same address and telephone number as the primary listing except that a different address may be shown for off-premises extensions located on other premises occupied solely by the customer.

#### **B. TERMS AND CONDITIONS**

Additional listings may be furnished with residence service for members of the customer's domestic establishment and who occupy the same premises.

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.

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.

Business extra listings may be the names of partners or members of the firm, if the customer is a partnership or firm; the names of officers of the corporation, if the customer is a corporation; and for any business establishment, the names and associates or employees of the customer.

Residence customers, who lease their premises for periods of less than one year and request the Company to render service to their tenant without change in contract, may arrange for listing of such tenant provided that the customer and the tenant do not occupy the premises at the same time. All billing and contractual arrangements remain unchanged, the customer being responsible for the payment of all charges. The extra listing rate applies for each listing.

## C. RATES

		Monthly <u>Recurring Charge</u>
1.	Additional Listing, per Listing Residence or Business	\$1.00
2.	Alternate Listing, per Listing Residence or Business	\$1.00

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## **GENERAL EXCHANGE SERVICES (Continued)**

### DIRECTORY ASSISTANCE CHARGE

## A. GENERAL

- 1. Directory Assistance service is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance charges specified in this tariff apply when a customer within the exchanges of the Company requests the telephone number(s) of another customer of the Company.
- 2. The rates and charges continued herein are in addition to all other applicable rates and charges located in other parts of this tariff.

### **B. CHARGES**

1. Customer originated calls (maximum of two requests per call), each...... \$0.95

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## GENERAL EXCHANGE SERVICES (Continued)

### **DIRECTORY ASSISTANCE CHARGE (Continued)**

### C. CONDITIONS (Continued)

- 1. For purposes of administering this tariff the full allowance will apply for service on record as of the customer's billing date.
- 2. Rates, specified in B.1. preceding, are not applicable to:
  - a. Calls placed from residence telephones where a member of the customer's household has been certified by a qualified authority as unable to use a directory or from the business telephone of a certified customer where other assistance is not available. A qualified authority is defined as including doctors of medicine, ophthalmologists, optometrists, registered nurses, therapists, and professional staff of hospitals, institutions and public welfare agencies.

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# **GENERAL EXCHANGE SERVICES (Continued)**

### CUSTOM CALLING FEATURES AND CLASS SERVICES

# A. GENERAL

Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more custom calling features. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

### B. RATES

		Monthly			
		Per (	Per CO Line Equipped		
<u>ltem</u>	<u>Description</u>	Res	idence	Bu	siness
а.	Anonymous Call Rejection	\$	1.95	\$	1.95
b.	Automated Attendant	\$	2.95	\$	2.95
C.	Automatic Callback	\$	1.95	\$	1.95
d.	Automatic Recall	\$	1.95	\$	1.95
е.	Budget Toll	Opt	w/LS	Ор	t w/LS
f.	Call Forward Busy	\$	2.95	\$	2.95
g.	Call Forward Don't Answer	\$	2.95	\$	2.95
h.	Call Forward Variable	\$	2.95	\$	2.95
i.	Call Hold	Opt	w/LS	Ор	t w/LS
j.	Call Transfer	Opt	w/LS	Ор	t w/LS
k.	Call Waiting	\$	1.95	\$	1.95
I.	Caller ID	\$	4.95	\$	4.95
m.	Caller ID Blocking				
	Per Call <sup>(2)</sup>	Incl	W/LS	Inc	I W/LS
	Per Line <sup>(1)</sup>	\$	1.95		NA
n.	Customer Originated Trace – <u>Per Use</u>	\$	5.00	\$	5.00
ο.	Denied Origination Service	\$	2.95	\$	2.95
р.	Denied Termination Service	\$	2.95	\$	2.95
q.	Distinctive Ringing	\$	3.95	\$	3.95
r.	Do Not Disturb	\$	2.95	\$	2.95

#### Key:

Opt w/LS = Optional with local service at no additional charge. Incl W/LS = Included with local service at no additional charge. NA = Not applicable.

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# GENERAL EXCHANGE TARIFF

## GENERAL EXCHANGE SERVICES (Continued)

### CUSTOM CALLING FEATURES AND CLASS SERVICES (Continued)

#### B. RATES (Continued)

		Monthly			
		Per CO Line Equipped		oped	
<u>ltem</u>	Description	<u>Res</u>	<u>idence</u>	Bus	siness
s.	Find Me	\$	2.95	\$	2.95
t.	Home Intercom	Inc	l w/LS	Inc	l w/LS
u.	Hunting	\$	3.95	\$	3.95
ν.	Originating 900 Call Blocking	Inc	l w/LS	Inc	l w/LS
w.	Originating Call Manager*	\$	3.95	\$	3.95
х.	Privacy Call Screening	\$	2.95	\$	2.95
у.	Remote Activation of Call Forwarding	\$	2.05	\$	2.05
	Variable	Φ	2.95	φ	2.95
Ζ.	Selective Call Acceptance	\$	2.95	\$	2.95
aa.	Selective Call Forwarding	\$	2.95	\$	2.95
bb.	Selective Call Rejection	\$	2.95	\$	2.95
CC.	Selective Distinctive Ringing/Call Waiting	\$	2.95	\$	2.95
dd.	Speed Dialing (8 Number)	\$	1.95	\$	1.95
ee.	Speed Dialing (30 Number)	\$	2.95	\$	2.95
ff.	Three Way Calling	Opt w/LS Opt w/l		t w/LS	
gg.	Toll Restriction	•		•	
	Plus 800	\$	2.95	\$	2.95
	Without 800 Restriction	\$	2.95	\$	2.95
hh.	Voice Mail Basic - up to (2) sub-mailboxes	¢	4.05	¢	4.05
	included	\$	4.95	\$	4.95
ii.	Voice Mail Executive - up to (9) sub-	<b>^</b>	0.05	<b>^</b>	0.05
	mailboxes included	\$	6.95	\$	6.95
jj.	Warm Line Service	\$	2.95	\$	2.95
		-		-	

Key:

Opt w/LS = Optional with local service at no additional charge.

Incl W/LS = Included with local service at no additional charge.

\*Originating Call Manager requires a non-recurring set up fee of \$20.00 and then the Service Change Charge set forth in Part VI B. proceeding would not be applicable.

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### GENERAL EXCHANGE SERVICES (Continued)

### CUSTOM CALLING FEATURES AND CLASS SERVICES (Continued)

### B. RATES (Continued)

<sup>(1)</sup> Business Per Line blocking will be available at no charge for the following types of customers: Law enforcement agencies, shelters for battered persons, hospitals, medical service offices, pharmacies, and government agencies engaged in undercover operations.

Other business customers that do not fit the above requirements shall demonstrate to the Company a special need under criteria set forth below:

The Company must receive a written request from other business customers wanting line blocking that states that the disclosure of the calling number could endanger the caller, other persons, or property. The customer will promptly be notified by the Company of its decision.

A completed certification form is required for all customers subscribing to line blocking which identifies the customer who is to receive blocking and acknowledges that if a line is equipped with blocking, that their telephone number and name will not be delivered to subscribers of Caller ID, including poison control centers, hospitals, medical centers and others who might use Caller ID to provide assistance. 911 calls are not affected. Blocked calls received by some subscribers of Caller ID service may choose not to answer the blocked call.

- <sup>(2)</sup> Per Call blocking will be provided at no charge to residential and business customers and will be provided on any line where it is technically possible, excluding payphone lines.
- Note: Requesting privacy when you call a toll free number, such as an 800 or like number, may or may not prevent the display of the customer's telephone number. When a toll-free number is dialed, the called party is paying for the call; therefore the called party may be able to identify your telephone number using a telephone network technology called Automatic Number Identification (ANI). The Federal Communication Commission rules limit parties that own toll-free numbers from distributing and utilizing this information.
- <sup>(1) (2)</sup> Liability: The Company is not liable for any damages whether incidental, consequential, or special and cannot guarantee that the Caller ID Blocking will be successful.

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## GENERAL EXCHANGE SERVICES (Continued)

### CUSTOM CALLING FEATURES AND CLASS SERVICES (Continued)

**C.** The non-recurring charge as set forth in Part VI B. proceeding will be charged for services ordered (excluding the Originating Call Manager non-recurring charge as stated in Part V B. above), however one non-recurring charge covers all services purchased at one time. The non-recurring charge may be waived for new customers ordering services at the time of installation.

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## GENERAL EXCHANGE SERVICES (Continued)

### D. DEFINITIONS

- a. <u>Anonymous Call Rejection</u> Enables the customer to dial a special code to reject those calls from which a privacy indicator is received (meaning that the calling party chooses to keep their number private). The calling party will receive a recorded announcement indicating that the person they are calling does not wish to receive calls from callers who choose to block their numbers and will advise the caller how to unblock their identity in order for the call to reach the called party.
- b. <u>Automated Attendant</u> Provides call management for information distribution via an interactive menu and guides the call to a desired person or message.
- c. <u>Automatic Callback</u> The telephone number associated with the last outgoing call placed by the customer (calling party) may be automatically redialed. Activation must occur before the customer places another outgoing call. If the redialed telephone line is busy, the feature will remain active for a 30-minute period and repeatedly check the idle/busy status of the line at intervals determined by the Company. Should the called party's line become idle during this period, the customer will receive a distinctive ring. If the customer answers the ring, completion of the call to the called party will automatically be attempted.
- d. <u>Automatic Recall</u> The telephone number associated with the last incoming call to the customer (called party) will automatically be redialed once a simple code is dialed. If the redialed telephone line is busy, the feature will remain active for a 30-minute period and repeatedly check the idle/busy status of the line at intervals determined by the Company. Should the called party's line become idle during this period, the customer will receive a distinctive ring. If the customer answers the ring, completion of the call to the called party will automatically be attempted.
- e. <u>Budget Toll</u> Allows a customer an allotted time for toll calls either at the customers request or in order to avoid disconnection of service.
- f. <u>Call Forward Busy</u> Allows a customer to have an incoming call forwarded to another predetermined number if the called number is busy. To initiate Call Forward Busy, the customer dials the activation code. After receiving the dial tone once the code is entered, the customer dials the designated number of the remote station to which calls are to be forwarded.

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## **GENERAL EXCHANGE SERVICES (Continued)**

### D. DEFINITIONS (Continued)

- g. <u>Call Forward Don't Answer</u> Allows a customer to have an incoming call forwarded to another number if the customer does not answer after a preset number of rings. To initiate Call Forward Don't Answer, the customer dials the activation code. After receiving the dial tone once the code is entered, the customer dials the designated number of the remote station to which calls are to be forwarded.
- h. <u>Call Forward Variable</u> Allows a customer to have an incoming call forwarded to another number of the customer's choice.
- i. <u>Call Hold</u> Gives a customer the ability to put an existing call on hold and make a second call while the first party remains on an active line. The customer may also toggle between the held call and the active call.
- j. <u>Call Transfer</u> Customer can forward the call to another line or establish a three-way conference call.
- k. <u>Call Waiting</u> Customer will hear a short tone that notifies them that there is an incoming call while they are on the line with another party. The calling party will receive a ringing sound versus the busy signal. The customer has the option of placing the current call on hold and answering the incoming call and is able to return to the original party. This feature includes the capability of canceling the call waiting feature for on a call-by-call basis by dialing a code. The second party then will hear a busy signal versus the ringing sound.
- I. <u>Caller ID</u> Provides the calling party's number, name, date, and time of the call on the customer's telephone display equipment. The Company will forward all telephone numbers and calling names subject to technical limitations.
- m. Caller ID Blocking:

<u>Per Call</u> – Customers may prevent the delivery of their telephone number or name to the called party by dialing an activation code prior to placing the call. If the call is completed, the terminating office sends a "PRIVATE" code to the called party's terminal in place of the directory number or name.

<u>Per Line</u> – Provides a permanent private indicator on a customer's line; however the customer may deactivate the blocking feature on a per call basis by dialing a code.

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# **GENERAL EXCHANGE SERVICES (Continued)**

### D. **DEFINITIONS (Continued)**

- n. <u>Customer Originated Trace</u> This feature will, upon successful customer activation, automatically trace the telephone number of the line used for the last call received by the customer. The customer must dial a company-designated code, and a confirmation will be heard when a designated code has been dialed. Activation must occur prior to the time that either another call or the call waiting tone is received by the customer. Within five business days after successful activation of the Customer Originated Trace, the customer must contact the company to arrange for continued retention of the trace record. The company will not provide the traced number to the customer, but it will be provided to law enforcement. 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. The company also does not guarantee the satisfactory operation of the capability set forth above for use in the provision of the Customer Originated Trace feature.
- <u>Denied Origination Service</u> Customer's line is restricted from placing outgoing calls, except for calls to 611 or 911. An announcement is played to the calling party for all other dialing attempts that calls are not allowed from this number
- p. <u>Denied Termination Service</u> Customer's line is restricted from receiving all calls. An announcement is played to the calling party that calls are not allowed to this number. Ringback from a 911 line or an operator is allowed to complete to a Denied Termination line.
- q. <u>Distinctive Ringing</u> Customer may have up to two additional telephone numbers that can be associated with the same line as your main phone number. Each telephone number will have a unique ringing pattern to distinguish which telephone number is being called.

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# **GENERAL EXCHANGE SERVICES (Continued)**

### D. **DEFINITIONS (Continued)**

- r. <u>Do Not Disturb</u> Allows the customer to control incoming calls by activating a special code. The customer controls incoming calls with a PIN number. When this feature is activated, the calling party receives an announcement. The calling party can then dial the PIN number and the call will be delivered.
- s. <u>Find Me</u> Offers simultaneous or sequential ringing of up to six different telephone numbers. Once the customer picks up the call, an announcement will tell the customer who the call is for giving the customer the option to accept or reject the call. If the call is rejected, it will either go to the next number or take a message.
- t. <u>Home Intercom</u> Allows a customer to talk simultaneously with two or more people without teleconferencing equipment.
- u. <u>Hunting</u> Provides the line hunting function for a group of lines of up to 24 lines per group. Each line in the group is assigned a line/terminal number from 1 to 24 that specify its relative position in the group. There is one dialed number assigned to the group as a whole, referred to as the Pilot DN. There are two types of hunting algorithms:
  - a. <u>Forward Sequential</u> Hunting always starts at line one of the group.
  - b. <u>Uniform Call Distribution</u> Hunting will start at the line immediately following the last selected idle member of the group.
- v. <u>Originating 900 Call Blocking</u> Blocks all calls dialed to a 900 telephone number. This blocking feature can be removed by contacting the Company.
- w. <u>Originating Call Manager</u> Controls the type of calls that are placed from the customer's telephone line by restricting access on outgoing calls by utilizing an access code.
- x. <u>Privacy Call Screening</u> Customer may block unidentified calls by a Company provided announcement to the incoming call.
- y. <u>Remote Activation of Call Forwarding Variable</u> Customer may initiate the remote call forward variable feature from any line, not necessarily the customer's line.

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# **GENERAL EXCHANGE SERVICES (Continued)**

### D. **DEFINITIONS (Continued)**

- z. <u>Selective Call Acceptance</u> Allows a customer to screen incoming calls against a list of 32 customer-specified directory numbers and then accepts any calls from those numbers. Calls from other directory numbers are denied access to the subscriber's line and will be automatically completed to an announcement which will indicate that calls are not being taken at this time.
- aa. <u>Selective Call Forwarding</u> Allows a customer to transfer selected incoming calls to another telephone number. A screen list containing up to 32 numbers is created by the customer and placed in the network memory. Incoming calls will be forwarded only if the calling number can be obtained and is found to match a number on the customer's screening list. The numbers not included in the list will be treated normally.
- bb. <u>Selective Call Rejection</u> Allows the customer to have the switch automatically reject calls from directory numbers on the customer's predesignated screening list. A screening list of up to 32 directory numbers is created by the subscriber. When a call is placed to the customer's number from a number on the screening list, the caller receives an announcement indicating that the party attempting to be called is not receiving calls at this time.
- cc. <u>Selective Distinctive Ringing/Call Waiting</u> Provides special treatment for calls received from a customer's list of specified telephone numbers. A screening list of up to 32 directory numbers is created by the subscriber. When an incoming call from one of the predetermined telephone numbers is received, the customer is alerted with a distinctive ringing pattern or call waiting tone. Telephone numbers calling that are not included on the list will produce a normal ringing pattern or call waiting tone.
- dd. <u>Speed Dialing (8 Number)</u> Enables a customer to place calls to other telephone numbers by dialing a one digit code rather than the complete telephone number. Up to 8 numbers may be coded.
- ee. <u>Speed Dialing (30 Number)</u> Enables a customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. Up to 30 numbers may be coded.
- ff. <u>Three Way Calling</u> Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation.

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## **GENERAL EXCHANGE SERVICES (Continued)**

### D. **DEFINITIONS (Continued)**

#### gg. Toll Restriction:

<u>Plus 800</u> – Allows the customer to block all toll and toll-free calling from their telephone line.

<u>Without 800 Restriction</u> - Allows the customer to block toll calling from their telephone line, however still allows the customer to utilize toll-free dialing.

- hh. <u>Voice Mail Basic</u> When the customer cannot be reached, for instance because of busy or no-answer conditions, calls are routed to an automated service, where callers are greeted with a personal message from the customer, and allowed to leave a recorded message. The subscriber can later listen to the message from any telephone. Up to two voice mailboxes provide private mailboxes for an additional user. In other words, each user can have the equivalent of their own private, password-protected, answering machine, which only they can access to retrieve messages. Includes either a visual message waiting indicator, if customer owned telephone supports, or an audible message waiting indicator as a stutter dial tone.
- ii. <u>Voice Mail Executive</u> Includes Voice Mail Basic however allows up to nine sub-mailboxes for additional users.
- jj. <u>Warm Line Service</u> Dials a predetermined programmed number about 30 seconds after receiver becomes off-hook if no digits are dialed.

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## GENERAL EXCHANGE SERVICES (Continued)

### EMERGENCY REPORTING TELEPHONE SERVICE

#### ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

#### A. GENERAL

- Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby one or more Public Safety Answering Points (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service includes a line and equipment necessary for the answering, transferring and dispatching of public emergency telephone 911 calls originated by persons within the serving area. E911 Service provides for Selective Routing, Automatic Number Identification, and Automatic Location Identification features.
- 2. Enhanced 911 Service is offered subject to availability of facilities.
- 3. The E911 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.
- 4. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

### B. RATES

The Rates and charges for E911 Service will be determined on an individual case basis. Individual features requested by the customer include, but are not limited to, central office modifications, data base preparation, trunking and maintenance.

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## GENERAL EXCHANGE SERVICES (Continued)

### EMERGENCY REPORTING TELEPHONE SERVICE (Continued)

#### ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

#### C. CONDITIONS

- 1. E911 Service is provided solely for the benefit of the customer operating the PSAP. The provision of E911 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 E911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customers' premises.
- 3. Temporary or vacation suspension of service is not provided for any part of the E911 Service.
- 4. The E911 calling party forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP. The names, addresses, and telephone numbers of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls.
- 5. The Company's entire liability to any person for interruption or failures of E911 Service shall be limited to the terms set forth in this section and other sections of this tariff.

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## GENERAL EXCHANGE SERVICES (Continued)

### **EMERGENCY REPORTING TELEPHONE SERVICE (Continued)**

#### ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

### C. CONDITIONS (Continued)

- 6. The rates charged for E911 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 tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.
- 7. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof whether caused by the negligence of the Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- 8. Each customer also agrees to release, indemnify and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.

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## GENERAL EXCHANGE SERVICES (Continued)

### EMERGENCY REPORTING TELEPHONE SERVICE (Continued)

#### ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

### C. CONDITIONS (Continued)

- 9. 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 or 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 the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful act of the Company the customer, its user, agencies, or municipalities, or the employees or agents of any one of them.
- 10. Because the Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all E911 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.
- 11. Application for E911 Service must be executed 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 E911 offering.

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## GENERAL EXCHANGE SERVICES (Continued)

### **EMERGENCY REPORTING TELEPHONE SERVICE (Continued)**

#### ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

### C. CONDITIONS (Continued)

- 12. The customer is required to furnish the Company its agreement to the following terms and conditions:
  - a. That all E911 calls will be answered on a 24-hour day, seven-day week basis.
  - b. That the customer has responsibility for dispatching the appropriate emergency service vehicles within the E911 service area, or will undertake to transfer all E911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
  - c. That the customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the E911 PSAP by calling parties.
  - d. That the customer will provide CPE with a capacity adequate to handle the number of incoming E911 lines recommended to be installed by the Company. It is the customer's responsibility to ensure their CPE is compatible with the service(s) provided by the Company.

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## GENERAL EXCHANGE SERVICES (Continued)

### EMERGENCY REPORTING TELEPHONE SERVICE (Continued)

#### ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

### C. CONDITIONS (Continued)

- 13. When the Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire, and ambulance or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESN's with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESN's will be carried in the Data Management System (DMS) to permit routing of E911 calls to the primary and secondary PSAP's responsible for handling of calls from each telephone in the E911 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 establishment of service, it is the customer's responsibility to continue to verify the accuracy of the 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 E911 calls to the proper PSAP.

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## GENERAL EXCHANGE SERVICES (Continued)

### **EMERGENCY REPORTING TELEPHONE SERVICE (Continued)**

#### ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

### C. CONDITIONS (Continued)

- 13. (Continued)
  - c. The Company will provide to the customer on request 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.

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## GENERAL EXCHANGE SERVICES (Continued)

### **ORIGINATING 900 CALL BLOCKING**

#### A. GENERAL

- 1. Originating 900 Call Blocking service is a central office function automatically set for all residential and business customers for the customers' protection. This service allows for access restrictions to be placed on the customer's local exchange telephone service line so that calls to a 900 telephone number will not be completed and the call will be diverted to a Company provided announcement.
- 2. Dialing of calls to 1-900 will be prohibited with this restriction service. Calls that are placed using any other alternative dialing pattern cannot be restricted.
- 3. Upon a customer's written request, the Company will remove the Originating 900 and 976 Call Blocking service. Once the removal is requested, the customer may not dispute charges for any calls to a 1+900 telephone number.

#### B. RATES AND CHARGES

1. Blocking service for residence and business network access line customers is provided free of charge. The blocking service will also be removed free of charge once the Company receives written notification for the request of removal for this service.

### C. CONDITIONS

1. Originating 900 Call 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.

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## SERVICE CHARGES

### A. GENERAL

1. Service charges apply to connect, reconnect, move or change telephone service and facilities according to the components of work required.

### **B. CHARGES**

•••			Initial
1.	Line	Activation Charge	
	a.	Line activation (new <sup>(1)</sup> , reconnect, move, or change), per line	\$25.00
2.	<u>Ser</u>	vice Change Charge	
	a.	Service change charge, per line	\$ 5.00

The non-recurring charge as set forth above will be charged for services ordered (including but not limited to added features, type of directory listing, number of directory listing, etc.), however one non-recurring charge covers all services purchased at one time. The non-recurring charge may be waived for new customers ordering services at the time of installation.

#### 3. Service Trip Charge

The current labor rates and expense may be charged by the Company when, at the customer's request, the Company completes a service trip unless otherwise stated in this tariff.

<sup>(1)</sup> New line activation charge may be waived periodically during promotions.

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## SERVICE CHARGES (Continued)

#### B. CHARGES (Continued)

#### 4. Presubscription Charge

Interexchange Carrier (IC) Subscription is a procedure whereby an end user or payphone service provider (PSP) may select and designate to the Company an IC to access by dialing 1 plus the called number and without dialing an access code for long distance calls. This IC is referred to as the end user's or PSP's primary IC (PIC). An end user or PSP may select one primary IC for both interstate and intrastate service, or they may choose to have two primary ICs, one for interstate and a different for intrastate service.

Should the customer wish to use the services of an IC other than the primary IC, it is necessary for the caller to dial the IC's access code(s) to reach that IC's service(s).

Customer's placing orders for new service will be asked to select a primary IC at the time they place an order with the Company for service.

The following charges are applicable to the customer when long distance carrier changes are made at their request after the new service is ordered. Unless otherwise stated herein, these fees are not subject to any discounts, promotions, or reductions.

	Nonrecurring Charge
Manual Process Per Telephone Exchange Service line or trunk	\$ 5.50
Electronic Process Per Telephone Exchange Service line or trunk	\$ 1.25
Manual Process (When IntraLATA change is submitted simultaneously) Per Telephone Exchange Service line or trunk	\$ 2.75
Electronic Process (When IntraLATA change is submitted simultaneously) Per Telephone Exchange Service line or trunk	\$ 0.63

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# **SERVICE CHARGES (Continued)**

### C. CONDITIONS

- 1. Service Charges are in addition to the other applicable rates and charges located in other parts of this filed tariff.
- 2. When business or residence telephone service is established for a different customer and all of the facilities are reconnected in place without any change, the appropriate service ordering charge applies to the class of service established.
- 3. Service Charges apply for:
  - a. Establishing service.
  - b. Reconnections of service for nonpayment when a service order had been issued for due bill.
  - c. Move of service from one premise to another.
  - d. Number change made at the request of the customer.
  - e. Rearrangement or relocation of facilities at customer's request.
  - f. Temporary or vacation service restoral.
  - g. Directory changes or additions, applies to residential lines only, except when the alternate number becomes the main listing or the number is transferred to a family member.
  - h. Long distance PIC changes.
  - i. Service trips to customer's premises.
- 4. Service Charges do not apply:
  - a. When any change is made and initiated by the Company.
  - b. For customer name change with no lapse in billing or change in service.
  - c. When central office access line service is re-established at a secondary location immediately following the rendering of the customer's primary location as unfit for occupancy, due to fire, flood, etc. At the option of the Company, the same telephone number may be used.

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## **CONNECTIONS WITH CUSTOMER - PREMISE EQUIPMENT**

### A. GENERAL

- 1. Customer-premise equipment may be used with the facilities furnished by the Company, for telecommunication service, provided that such equipment will be connected, maintained and operated as specified in this tariff.
- 2. If customer-premise equipment is used in violation of the provisions of this tariff, the Company will take such action as it deems necessary for the protection of the telecommunications network.
- 3. After notification by the Company of such violation, the customer shall discontinue such use and confirm in writing to the Company within ten days that such violation has ceased. Failure of the customer to conform to this requirement may result in suspension of service.
- 4. Customer-premise equipment will be directly connected in accordance with Part 68 of the FCC Rules and Regulations.
- 5. It is the customer's obligation to ensure compliance with any applicable State or Federal laws governing the installation and use of customer-premise equipment.
- 6. Equipment installed by the Company at the customer's premises, which is not purchased by the customer, shall at all times remain the sole property of the Company. The customer assumes all risk of loss and/or damage to such equipment from any cause other than failure due to normal wear and/or electronic failure caused through no fault of the customer.
- 7. Upon termination of service, the customer authorizes the Company to recover the Company owned equipment from the customer's premises during reasonable hours. In the event the customer should refuse to return the equipment, or the same is lost, altered, destroyed, damaged or stolen, the customer shall pay the Company the reasonable replacement cost of the equipment, plus any costs incurred by the Company arising from the loss of or damage to the equipment.
- 8. If any of the customer owned equipment requires modification or reprogramming to make it compatible with the Company's provided service, the Company shall not be liable for any applicable costs associated with modification or reprogramming charges.

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### CONNECTIONS WITH CUSTOMER - PREMISE EQUIPMENT (Continued)

#### **B. COMPANY RESPONSIBILITY - LIMITATIONS**

- The telecommunications network is not represented as being adapted to the use of customer-premise equipment and the Company shall not be responsible for: (a) the through transmission of signals generated by the customer-premise equipment or for the quality of or defects in, such transmission; (b) the reception of signals by the customerpremise equipment or communications system.
- 2. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of patents arising from combining such equipment with the facilities of the Company.
- 3. The Company shall not be responsible to the customer if changes in criteria in this tariff or changes in any of the facilities or operations or procedures of the Company render any customer-premise equipment obsolete, or require modification or alteration of such equipment, or otherwise affect its use or performance. The Company reserves the right to change the standards of its equipment as the requirements of the telephone business may direct.

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## CONNECTIONS WITH CUSTOMER - PREMISE EQUIPMENT (Continued)

### C. OBLIGATIONS OF THE CUSTOMER

- 1. The customers will at their expense:
  - a. Provide power to operate their equipment in conformity with Company specifications.
  - b. Maintain their equipment to assure proper operation within standards of the Company.
  - c. Replace or modify their equipment if requested by the Company if it becomes obsolete or incompatible because of changes in standards or operating procedures.
  - d. Disconnect equipment upon notification that it is causing or is likely to cause interference or hazard to the network or company personnel, or to other customers of the Company.
  - e. Pay a service trip charge for visits to their premises when the service difficulty is caused by the customer-premise equipment as specified in Part VI, Service Charges.

### D. BASIS OF CONNECTION

Network connections may be made in accordance with General Rules and Regulations Part II, Network Connections.

### E. NETWORK PROTECTION CRITERIA

To protect the network and services furnished to the public by the Company, the customerpremise equipment must comply with minimum network protection criteria which shall be prescribed by the Company, or Companies with which this Company connects.

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## **CONNECTIONS WITH CUSTOMER – PROVIDED EQUIPMENT**

### PUBLIC AND SEMI-PUBLIC SERVICE

#### PUBLIC ACCESS LINE SERVICE (PAL)

### A. GENERAL

- 1. Public Access Line Service will apply for use with customer-provided coin-operated or noncoin-operated telephones at locations accessible to the public, e.g., stores, business places, including boarding or rooming houses and school or college buildings, where desired by the owner of the premises.
- 2. Directory listings may be provided under the regulations governing the furnishing of listings for business main line subscribers. However, listings (not indicating a business or profession) provided in connection with Public Access Line Service furnished at boarding or rooming houses or at other locations where the party desiring the additional listings resides, are furnished under the regulations covering the furnishing of listings in connection with residence main line service.

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## CONNECTIONS WITH CUSTOMER – PROVIDED EQUIPMENT (Continued)

#### PUBLIC AND SEMI-PUBLIC SERVICE

#### PUBLIC ACCESS LINE SERVICE (PAL) (Continued)

#### B. RESPONSIBILITY OF THE CUSTOMER

- 1. The customer shall be responsible for the installation, operation, and maintenance of any customer-provided coin-operated or noncoin-operated telephones used in connection with this service.
- 2. The customer shall be responsible for the payment of a Trouble Isolation Charge for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of customer-provided coin-operated or noncoin-operated telephones. The Owner of the pay station or responsible party will be contacted prior to sending an employee out to find the problem.
- 3. The customer shall be responsible for payment of charges for all toll messages originating from or accepted at this type of service.
- 4. Customer-provided coin-operated telephones and noncoin-operated telephones must be registered in compliance with Part 68 of the FCC's Registration Program or connected behind on FCC registered coupler and have the following operational characteristics:
  - a. Must be able to access the Company Operator at no charge and without using a coin.
  - b. Must be able to access 911 Emergency Service, where available, at no charge and without using a coin.
  - c. When access to long distance is provided, must be able to access all interexchange carriers.
  - d. Must comply with all applicable federal, state, and local laws and regulations concerning the use of these telephones by disabled persons.
  - e. The owner of a customer-owned pay station may restrict his pay phone to local only calls if he so chooses. That is, the owner may block the long distance call paid for by cash (1+).

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By: Wesley Doucet General Manager

## CONNECTIONS WITH CUSTOMER – PROVIDED EQUIPMENT (Continued)

#### PUBLIC AND SEMI-PUBLIC SERVICE

#### PUBLIC ACCESS LINE SERVICE (PAL) (Continued)

#### B. RESPONSIBILITY OF THE CUSTOMER (Continued)

5. Each customer-owned pay telephone must prominently display the name of the owner of such instrument, the procedure for reporting service difficulties and obtaining customer refunds, and the percentage or range of percentages by which the cost of long distance service is increased to the user of such equipment.

### C. VIOLATION OF REGULATIONS

- 1. Where any customer-provided coin-operated or noncoin-operated telephone is in violation of this tariff, the Company will promptly notify the customer of the violation and will take 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 coin-operated or noncoinoperated telephone or correct the violation and notify the Company in writing within 5 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 this tariff.

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## CONNECTIONS WITH CUSTOMER – PROVIDED EQUIPMENT (Continued)

#### PUBLIC AND SEMI-PUBLIC SERVICE

#### PUBLIC ACCESS LINE SERVICE (PAL) (Continued)

#### D. COIN SUPERVISION SERVICE

The Company will provide Coin Supervision Service in conjunction with PAL Service to Payphone Service Providers (PSPs) who order local exchange service lines for the provision of pay telephone service and where the pay telephone equipment connected to the local exchange service lines requires central office coin supervision capability. The local exchange service lines used for the provision of pay telephone service are obtained from and subject to the terms and conditions under the Company's General Exchange Tariff.

#### E. RATES

- 1. Service Charges apply in addition to other charges specified for Public Access Line Service.
- 2. The "local message" from Public Access Line Service served by a given exchange is a completed local call, originating at such service and terminating at any service which may be called, without toll charge, from all other service served by the exchange concerned.
- 3. The subscriber to Public Access Line Service may charge users of their telephones for call to Directory Assistance.

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## CONNECTIONS WITH CUSTOMER – PROVIDED EQUIPMENT (Continued)

PUBLIC AND SEMI-PUBLIC SERVICE

PUBLIC ACCESS LINE SERVICE (PAL) (Continued)

### E. RATES (Continued)

#### MONTHLY RATES

Rate Group

All

COIN SUPERVISION SERVICE

Per Line Equipped

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Address: 8635 W. Sahara Ave., #498 Las Vegas, NV 89117

\$32.00

Public Access Line Service

Monthly Recurring Charge

\$ 2.21

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