#### GENERAL EXCHANGE TARIFF AND PRICE LIST

FOR

# TELEPHONE SERVICE

Applying to the Intrastate Telephone Services

Furnished Within The

State of Minnesota

# **Explanation of Symbols**:

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

- (C) Change in listing Regulation or Condition which may affect a Rate or Charge.
- (D) Discontinued Rate, Charge, Regulation or Condition.
- (I) Increase in Rate or Charge.
- (N) New Rate, Charge, Regulation or Condition.
- (P) Service moved to Price List.
- (R) Reduction in Rate or Charge.
- (T) Changed text with no effect on Rate, Charge, Regulation or Condition.
- (U) Updated to current existing Rate.

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# **GENERAL REGULATIONS**

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#### 1. GENERAL

- A. The regulations set forth herein apply to intrastate services and facilities furnished within the State of Minnesota by Paul Bunyan Rural Telephone Cooperative hereinafter referred to as the Company, subject to the jurisdiction of the Minnesota Public Utilities Commission.
- B. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.

#### 2. UNDERTAKING OF THE COMPANY

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

#### 3. LIABILITY OF THE COMPANY

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

## 3. LIABILITY OF THE COMPANY (Continued)

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

# D. Customer Owned Equipment:

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

The Telephone Company shall not be responsible for the installation, operation, or maintenance of any customer-provided systems. Exchange and message toll telephone services are not represented as adapted to the use of customer-provided systems where such systems are connected to the Telephone Company facilities the responsibility of the Telephone Company shall be limited to the furnishing of facilities suitable for exchange and message toll telephone services and to the maintenance and operation of such facilities in a manner proper for such telephone services; subject to this responsibility the Telephone Company shall not be responsible for the through transmission of signals generated by the customer-provided systems or for the quality of, or defects in, such transmission or the reception of signals by customer-provided systems.

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

## LIABILITY OF THE COMPANY (Continued)

#### E. Emergency Services:

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

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

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

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

#### **USE OF THE TELEPHONE NEAR WATER**

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

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

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

## LIABILITY OF THE COMPANY (Continued)

F. Public Safety and Subscriber Protection (Continued):

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

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

#### G. Directories

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

#### 4. USE OF SERVICE

#### A. General

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

# B. Unlawful Use of Service

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

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

## 4. USE OF SERVICE (Continued)

#### C. Obscenity

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

#### D. Impersonation

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

#### E. Harassment

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

#### F. Fraudulent Use

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

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

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

#### H. Subscribing to Adequate Service

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

## I. Resale of Service

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

## 4. USE OF SERVICE (Continued)

#### J. Location of Service

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

# 5. APPLICATIONS FOR SERVICE

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

#### MINIMUM CONTRACT PERIODS

- A. Except as otherwise provided, the minimum contract period is one month for all services furnished.
- B. Where monthly construction charges are involved, such charges are payable as set forth in Section 5, GENERAL SERVICES.
- C. The length of minimum contract period for directory listings, and for Joint User Service, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day the succeeding directory is first distributed to customers.
- D. The Company may require a minimum contract period longer than one month at the same location in connection with special (nonstandard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

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

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

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

#### 8. ADVANCE PAYMENTS

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

#### 9. CREDIT POLICY

#### A. Deposit and Guarantee Requirements

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

- A customer, who within the last 12 months has not had his service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
- 2) A Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.
- 3) The Company shall not use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a Company shall not affect the determination by the Company as to that customer's credit history.
- 4) Qualifying applicants for Lifeline Service may initiate service without paying a deposit if they voluntarily elect to have Toll Blocking on their line. Toll Blocking will be provided at no charge to Lifeline customers.

#### B. Deposit

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

# 9. CREDIT POLICY (Continued)

# B. Deposit (Continued)

Interest shall be paid on deposits in excess of \$20 at the rate set by the Commissioner of the Department of Commerce as required by Minnesota Statute 325E.02. The interest rate may be found on the Department of Commerce website at <a href="www.commerce.state.mn.us">www.commerce.state.mn.us</a>. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

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

#### C. Guarantee of Payment

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

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

# 10. CUSTOMER BILLING

- A. Regular bills will be issued periodically (monthly, quarterly). For billing purposes each month is presumed to have thirty days.
- B. Special bills for long distance telecommunications service may be issued at any time when charges are unusually high and the Company is uncertain as to the customer's ability to pay such charges.
- C. Services which are charged for at monthly rates are billed in advance for one month's service.
- D. Services which are charged for at other than monthly rates are billed in arrears, except when payment for messages is made by cash deposit in the coin telephone.
- E. Detail call information, such as the time at which made, duration and destination may be provided for long distance telecommunications message service.
- F. Retroactive billing adjustments will not be made for a period exceeding three years.

# 11. PAYMENT FOR SERVICE

A. The customer is responsible for the payment of rates and charges for all services furnished including, but not limited to, calls originated or accepted at a customer's service location.

(T)

#### **GENERAL REGULATIONS**

## 11. PAYMENT FOR SERVICE (Continued)

- B. Bills are due when rendered and may be paid at any of the Company's public business offices or other authorized payment locations.
- C. Charges for a message originated or accepted at a coin telephone shall be paid by cash deposit in the coin telephone unless arrangements for billing have been made.
- D. Non-sufficient Fund or No Account Checks

When a customer pays the monthly bill with a non-sufficient fund or no account check, a charge (see Section 6, page 2) will be made to that customer to cover the administrative costs incurred in handling the transaction.

# E. Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at: (1-21-2020)

1831 Anne Street NW Bemidji, Minnesota 56601 (218) 586-3100

(218) 586-3100

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with

approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

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

121 Seventh Place East Suite 350 Saint Paul, Minnesota 55101–2147 (800) 657-3782

# 12. FAILURE TO PAY FOR SERVICE

#### A. Regular Monthly Bills

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

# B. Special Bills

1) A customer is delinquent in the payment of a special bill when the sum due is not paid upon presentation.

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# 12. FAILURE TO PAY FOR SERVICE (Continued)

# C. Late Payment Charge

(N)

- 1) A late payment charge of the greater of 1.5% of the bill or \$5.00 applies to all billed balances which are not paid within 10 days of the due date shown on the bill, unless the balance is less than \$35.00.
- 2) The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill may be subject to the payment charge.
- 3) Collection procedures, temporary disconnection of service, advance payments and the requirements for deposit are unaffected by the application of the late payment charge.

Effective: 2-1-13

#### 13. RESTORAL OF SERVICE

- A. If a customer's service is restored after having been disconnected in accordance with this Tariff and a Company service order to terminate such service has not been completed when such service is restored, the customer will be required to pay Service Charges specified in Section 6 of this Tariff. Monthly service rates will not apply for the period between the disconnection and reconnection.
- B. When a customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

# 14. TELEPHONE NUMBERS

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

#### 15. DIRECTORIES

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

#### 16. OWNERSHIP OF FACILITIES

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

#### 17. ACCESS TO FACILITIES

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

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

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

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

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

# 20. POWER SUPPLY

The customer is responsible for providing a suitable supply of commercial electrical power, including outlets, when and where required by the Company for the operation of any Company-provided telecommunications equipment on the customer's premises.

#### 21. INTERRUPTIONS TO SERVICE

- A. When service is interrupted and the interruption exceeds a 24-hour period (as measured from the time the interruption is reported to or detected by the Company, whichever occurs first, unless otherwise stated in another Section of this Tariff or that of a connecting company which governs), a credit allowance will be made, at the customer's request, for the service which is rendered useless and inoperative due to the interruption.
- B. A credit allowance will not be given for:
  - 1) Interruptions caused by the negligence or willful act of the customer.
  - 2) Interruptions caused by customer-provided facilities.
  - 3) Interruptions caused by electric power failure where the customer furnishes such electric power.

## 21. INTERRUPTIONS TO SERVICE (Continued)

C. The credit allowance will be based upon the ratio of the duration of the service interruption (measured from the time the interruption is reported to or detected by the Company, whichever occurs first) to the total time in a 30 day month. That ratio, multiplied by the monthly rate for the service affected shall determine the amount of the credit allowance. No other liability shall attach to the Company in consideration of such interruption to service. Retroactive billing adjustments will not be made for a period exceeding three years.

#### 22. IDENTIFICATION OF PARTIES TO COMMUNICATIONS

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

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

#### 23. LIMITING OF COMMUNICATIONS

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

#### 24. TERMINATION OF SERVICE

- A. Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company in advance and upon payment of the termination charges given below in addition to all charges due for service which has been furnished.
  - 1) In the case of service for which the minimum contract period is one month, the termination charges are the charges due for the balance of the initial month.
  - 2) In case of additional directory listings and Joint User Service, where the listing has appeared in the directory, the termination charges are the charges due to the end of the directory period. In the following cases, however, charges will continue only to the date of termination of the extra listing or Joint User Service, subject to a minimum charge for one month:
    - a. The contract for the main service is terminated.
    - b. The listed party or joint user becomes a customer to telephone exchange service.
    - c. The listed party moves to a new location.
    - d. The listed party or joint user dies.

# 24. TERMINATION OF SERVICE (Continued)

- 3) In the case of special equipment for which the minimum contract period is in excess of one month at the same location, such proportion of the sum of the cost of the equipment and of its installation, plus the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the minimum contract period bears to the full minimum contract period.
- B. Service may be terminated after the expiration of the minimum contract period, upon the Company being notified in advance and upon payment of all charges due to the date of termination of the service.
- C. Telecommunications service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the company's business offices are not open to the public, except where an emergency exists.

#### 25. DISCONNECTION OF SERVICE

- A. The company may discontinue service to a customer without notice under the following conditions:
  - 1) In the event of tampering with the company's equipment;
  - In the event of a condition determined to be hazardous to the customer, to other customers of the company, to the company's equipment, the public, or to employees of the company; or
  - 3) In the event of a customer's use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others.
- B. The company may discontinue telecommunications service to a customer under the following conditions after giving customer five (5) days' (excluding Sundays and legal holidays) notice:
  - 1) For failure of the customer to pay a bill for service when due;
  - 2) For failure of the customer to meet the company's deposit and credit requirements;
  - 3) For failure of the customer to make proper application for service;
  - 4) For customer's violation of any of the company's rules on file with the Commission;
  - 5) For failure of the customer to provide the company reasonable access to its equipment and property;
  - 6) For customer's breach of the contract for service between the company and the customer:
  - 7) For a failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the utility as a condition of obtaining service; or
  - 8) When necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.

#### 26. REFUSAL OF SERVICE

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

#### 27. APPLICATION OF RATES AND CHARGES

#### A. General

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

#### B. Business Use

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

# 27. APPLICATION OF RATES AND CHARGES (Continued)

#### C. Residence Use

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

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

# C. Residence Use (Continued)

# 2) (Continued)

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

#### D. Service to Churches

- 1) Business rates apply for service in churches when:
  - a) The telephone is located in the church and used in the administration of the church and its activities.
  - b) A telephone is located in an outer office of the study for the use of a secretary or others.
  - c) The telephone in the church includes a type of telephone intercommunicating system or a signaling system, (excluding hold only feature).
  - d) Service is furnished in a residence of a clergyman and one or more extension telephones connected to the service are located in the church where business rates would normally apply.

#### 2) Residence rates apply when:

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

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

#### E. Service to Schools and Public Libraries

#### 1) Definitions:

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

#### 2) Basic Service to School Classrooms

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

#### 3) Basic and Advanced Services to Schools and Public Libraries

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

#### 4) Limitations on Resale

 A school or public library receiving discounted services may not resell, sub-lease or in any other manner allow entities that would not qualify for the discount to obtain those services.

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

## 4) Limitations on Resale (Continued)

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

#### 28. SPECIAL CONSTRUCTION

#### A. Private Property

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

#### B. Underground

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

# 28. SPECIAL CONSTRUCTION (Continued)

C. Reserved for future Use (4/28/20)

(D)

Issued: <u>4-28-20</u> Effective: <u>5-1-20</u>

#### 29. SPECIAL ASSEMBLIES OF EQUIPMENT OR SPECULATIVE PROJECTS

- A. Special Assemblies of Equipment or Speculative Projects, for which provision is not otherwise made in this Tariff or those involving unusual costs, may be provided where practicable, if not detrimental to any of the services furnished by the Company.
  - 1) The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination thereof, and will include, but not limited to, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:
    - a) Maintenance expense
    - b) Depreciation expense including reusable and nonrecoverable items
    - c) Administration expense
    - d) Taxes including Federal Income Tax
    - e) Any other specific items of expense that may be associated with the facility provided
    - f) A reasonable return on investment
  - 2) The estimated installation cost used in the derivation of the various expense items shall include but not limited to, the following:
    - a) Material
    - b) Material overhead
    - c) Installation labor
    - d) Installation labor overhead
- B. In connection with Marketing and Sales studies or programs, the Company reserves the right to waive Service Charges within specified areas for such periods of time as designated by the Company and filed with the Commission.

#### 30. ADJUSTMENTS FOR MUNICIPALITY PAYMENTS

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

#### 31. CUSTOMER PREMISES INSIDE WIRING

- A. Inside Wiring (I/W) is the facility used to extend the Exchange Carrier (EC) network from the demarcation point to the location where the connection is made to the Customer's Premise Equipment (CPE).
- B. Inside Wiring is deregulated and detariffed January 1, 1987, as ordered by the F.C.C.
- C. Customers must make their own arrangements for provisioning of inside wire with the option for them to provide I/W themselves, arrange I/W installation, removal, replacement, rearrangement or maintenance with a vendor of their choice, or request the telephone company to perform their service request. The telephone company provides maintenance and installation of I/W on a deregulated basis.
- D. Telephone company specific rates and charges may be obtained from the business office.
- E. See Section 3 for the definition of the demarcation point. The demarcation point is the point where regulated access terminates.
- F. In the event that the customer, or someone on the customer's behalf, provides, maintains or attempts to provide or maintain inside wire, the customer shall indemnify and hold the Company harmless from any and all liability for damage to property or death of or injury to any person or persons directly or indirectly arising out of or caused, in whole or in part, by the customer's acts or those of anyone acting on the customer's behalf.

#### G. Responsibility of the Customer

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

# H. Violation of Regulations

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

#### 32. PROVISION OF EQUIPMENT

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

#### E. Responsibility of the Customer

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

## F. Responsibility of the Company

1) The technical criteria relative to provision of customer provided systems and equipment is contained in tariffs on file with the FCC.

## 32. PROVISION OF EQUIPMENT (Continued)

- F. Responsibility of the Company (Continued)
  - 2) The Company shall not be responsible to the customer for changes in the technical criteria or in any of the facilities, operations or procedures initiated by the Company or appropriate regulatory agencies which might render any customer provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The Company will make a reasonable effort to notify a customer in advance of changes in technical criteria, operations or procedures which might affect customer provided equipment or systems.
  - 3) The Company shall not be responsible for the installation, operation or maintenance of any customer provided communications systems or equipment.
  - 4) The Company will make reasonable attempts, where practicable, to notify the customer that temporary discontinuance of service may be required to eliminate service difficulty resulting from customer provided equipment and Service Charges will apply. However, where prior notice is not practicable, the Company may temporarily discontinue the service in accordance with FCC rules.

#### 33. UNSAFE CONDITIONS

- A. The company may refuse to install or repair service, or may discontinue service without notice, if at any time one or more of the following factors create an unsafe or hazardous condition capable of causing damage or injury to the company's equipment, facilities, or employees:
  - 1) The use or location of the company's equipment or facilities.
  - 2) The condition or characteristics of the customer's premises.
  - 3) The activities carried out by the customer at their premises.
- B. The Company may refuse to install service until the customer provides the Company with the appropriate 911 address listing of the premise on which service is to be installed.
- C. If service is refused, not repaired, or discontinued for any of the reasons stated above, the customer shall be notified, explaining the condition. Service will be installed, repaired or reconnected when the unsafe or hazardous condition has been corrected to the company's satisfaction.

#### **DEFINITIONS**

ACCESS LINE - A line which connects a customer to the central office (switching point) of an exchange through which local calls can be made. The access line provides at a minimum analog voice grade service which transmits and receives voice conversation in the range of 300 to 3000 hertz.

ADDITIONAL LISTING - Any listing of a name or other authorized information in connection with a customer's telephone number beyond which the customer is entitled with basic service.

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

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

AUTHORIZED USER - A person, firm or corporation (other than the customer) on whose premise a connection to the Switched Network or dedicated facilities is located and who may communicate over such channels in accordance with the terms of the tariff.

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

BASE RATE AREA - A specific area within which local telephone exchange service is furnished at Local Exchange Service Tariffs rates.

BASIC COIN TELEPHONE SERVICE - A service provided to a station equipped with a coin collecting device.

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

CENTRAL OFFICE - An operating switching unit by means of which telephonic communication is established between stations connected to such office.

CENTRAL OFFICE LINE - A circuit connecting a customer's premises with a central office.

CHANNEL - A path suitable for the transmission of communications.

CIRCUIT - See Channel.

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

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

# **DEFINITIONS**

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 service to the public under the jurisdiction of the Minnesota Public Utilities Commission.

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

CONNECTION CHARGE - See "Service Connection Charge".

CONSTRUCTION CHARGE - A separate non-recurring charge made for the construction of facilities.

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

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

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

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

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

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

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

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

#### **DEFINITIONS**

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

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

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

END USER - Any customer of telecommunications service that is not a carrier or a wholesaler. An "end user" carrier that can use a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

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

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

EXCHANGE AREA - The territory served by an exchange.

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

EXCHANGE SERVICE - Exchange service is a general term describing as a whole the facilities provided for local intercommunication at charges in accordance with the provisions of the tariff. Exchange facilities are used to establish and maintain connection between the exchange station and facilities in connection with calls outside the exchange area.

EXCHANGE STATION - A station connected with a central office.

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

EXTENSION MILEAGE - The charges made for the additional circuit required to furnish stations beyond the allowable distance from the demarcation point.

EXTRA EXCHANGE LINE MILEAGE - The measurement on which charges are based for that portion of the circuit extending beyond the Base Rate Area but within the Exchange Area.

EXTRA LISTING - See Additional Listing.

FLAT RATE SERVICE - Service furnished at a fixed monthly charge.

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

#### **DEFINITIONS**

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

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

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

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

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

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

JOINT USER SERVICE - An arrangement whereby an individual, firm or corporation is permitted to use the service of another customer.

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

LOCAL MESSAGE - A completed communication between customers located within the same Exchange Area.

LOCAL SERVICE AREA - The area within which telephone service is furnished under a specific schedule of rates.

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

MEASURED RATE SERVICE - A service for which usage charges may apply.

MILEAGE - A measurement which charges are computed based upon distance.

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

#### **DEFINITIONS**

NON-RECURRING 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.

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

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

RESIDENCE SERVICE - Telephone service furnished to customers when the actual or obvious use is not of a business, professional, or occupational nature.

RURAL AREA - See "Suburban Area."

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

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

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

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

SUBSCRIBER - See Customer.

SWITCH - See Central Office.

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

TELEPHONE COMPANY - See Company.

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.

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

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

## Local Exchange Service

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

#### C. Extended Area Service

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

## D. Taxes

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

## Rates

Exchanges - Laporte, Becida, Turtle River, Solway, Puposky, Deer River, Northome, Squaw Lake, Red Lake, Kelliher, Ponemah, Ash River and Blackduck

<u>Class of Service</u>	Montl	nly Rates	
BUSINESS:			
One Party	\$	18.00	(1)
PBX Trunk		18.00	Ì
Key System Line		18.00	
Basic Rural Coin Telephone Service *		18.00	
RESIDENCE:			
One Party		18.00	(1)

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

Vacation rate service is available for customers requiring less than 12 months of service per year. The rate for vacation service is determined in accordance with Section 5, page 39 of this tariff book.

Effective: 6-1-16

<sup>\*</sup> New installations of this service are grandfathered as of 6-1-15 and will no longer be offered.

(RESERVED FOR FUTURE USE)

(D)

(D)

Effective: 4-1-13

# PAUL BUNYAN RURAL TELEPHONE COOPERATIVE d/b/a PAUL BUNYAN COMMUNICATIONS BEMIDJI, MINNESOTA

Section 4 Page 3.1 Revision 5

# LOCAL EXCHANGE SERVICE

(RESERVED FOR FUTURE USE)

Effective: 6-1-16

### Rates

Exchanges – Bemidji, Bear River, Big Falls, Cass Lake, Chisholm, Coleraine, Ely, Grand Rapids, Hibbing, International Falls, Itasca State Park, Little Fork, Marble, Nashwauk, Nevis, Park Rapids, Virginia, Walker, Warba (12-12-19)

Class of Service	Monthly Rates #
BUSINESS: One Party PBX Trunk Key System Line Basic Coin Telephone Service *	\$ 25.75 25.75 25.75 25.75
BUSINESS WITH NUMBER RETENTION: One Party PBX Trunk Key System Line Basic Coin Telephone Service *	30.75 30.75 30.75 30.75
RESIDENCE: One Party	18.00
RESIDENCE WITH NUMBER RETENTION: One Party	20.00

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

Vacation rate service is available for customers requiring less than 12 months of service per year. The rate for vacation service is determined in accordance with Section 5, page 39 of this tariff book.

## # Intrastate Access Recovery Charge ("Intrastate ARC"):

In addition to the monthly service rates shown, a monthly Intrastate Access Recovery Charge ("Intrastate ARC") will be applied to Company provided competitive local exchange subscriber access lines. This fee recovers a portion of the reduced Intrastate Intercarrier Compensation received by Company from Interexchange Long Distance providers as a result of the Federal Communications Commission's December 29, 2011 Reform Order on Intercarrier Compensation. The charge is \$3.00 per residence line and single line business line and \$3.00 per multi line business line, excluding Centrex Lines. Competitive local exchange ISDN PRI Services or channelized T-1's will be billed five multi-line Intrastate ARC's per arrangement.

Issued 12-12-19 Effective: 12-13-19

(C)

<sup>\*</sup> New installations of this service are grandfathered as of 6-1-15 and will no longer be offered.

# PAUL BUNYAN RURAL TELEPHONE COOPERATIVE d/b/a PAUL BUNYAN COMMUNICATIONS BEMIDJI, MINNESOTA

Section 4 Page 5 Revision 2

(N)

# LOCAL EXCHANGE SERVICE

# Extended Area Service (EAS)

<u>Exchange</u> <u>EAS to Exchange</u>

Ash River none

Becida Bemidji

Laporte

Bear River Buhl

Chisolm Hibbing

Blackduck Kelliher

Northome Squaw Lake

Deer River Grand Rapids

Kelliher Blackduck

Laporte Becida

Bemidji Walker

Northome Blackduck

Squaw Lake

Ponemah Red Lake

Puposky Turtle River

Bemidji

Red Lake Ponemah

Solway Bemidji

Squaw Lake Blackduck

Northome

Turtle River Bemidji

Puposky

Effective: 2-10-17

Section 4 Page 5.1 Revision 6

# LOCAL EXCHANGE SERVICE

# Extended Area Service (EAS) (Continued)

<u>Exchange</u> <u>EAS to Exchange</u>

Cass Lake Bemidji

Chisholm Bear River

Buh

Coleraine Marble

Grand Rapids Rate Center including the localities of:

Bass Brook
Blackberry
Cohasset
Grand Rapids
La Prairie

Ely (12-12-19) none (N)

Grand Rapids Coleraine

Deer River Jacobson Hill City Marble Warba

Hibbing Bear River

Buhl

Carson Lake
Chisholm
Cooley
Fraser
Kelly Lake
Kinney
Keewatin
Leetonia
Meadowlands
Nashwauk
Rengilly
Redore

Issued 12-12-19 Effective: 12-13-19

Section 4 Page 5.2 Revision 4

(N)

# LOCAL EXCHANGE SERVICE

# Extended Area Service (EAS) (Continued)

Exchange EAS to Exchange

Itasca State Park Menahga Nevis

Osage Park Rapids

International Falls Erickburg

Rainer Kabetogama

Marble Coleraine

Grand Rapids Nashwauk

Nashwauk Hibbing

Kewatin Marble

Nevis Itaska State Park

Park Rapids

Park Rapids Menahga

Nevis Osage

Itasca State Park

Virginia Aurora

Biwabik Buhl Cook Embarrass Hoyt Lakes Palo Tower

Warba Grand Rapids

Jacobson

Walker Akeley-Nevis,

Hackensack Woman Lake, LaPorte, Longville Whipholt.

Effective: 7-23-18

# PAUL BUNYAN RURAL TELEPHONE COOPERATIVE d/b/a PAUL BUNYAN COMMUNICATIONS BEMIDJI, MINNESOTA

Section 5 Page 1 Revision 4

# **GENERAL SERVICES**

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Effective: <u>9-1-17</u>

(Reserve for Future Use)

Effective: <u>10-31-11</u>

## ADJACENT EXCHANGE SERVICE

#### A. General

Service of a given exchange may be provided to an applicant of an adjacent exchange who resides not more than two miles from the exchange boundary of the serving exchange subject to the concurrence of both exchanges.

#### B. Rates

- 1. Local service rate of the serving company.
- 2. Appropriate mileage charge of the local company.
  - a. When this company is the local company, the mileage charge is \$4.00 per month for the first mile, or fraction thereof, and \$1.00 per month for each additional quarter mile or fraction thereof, measured along the circuit route from the exchange boundary to the applicant's premises.

#### C. Conditions

- 1. Any construction required to provide such extensions of rural lines will be paid for by the applicant. Title to any such plant will be conveyed to the telephone company in whose territory it is located.
- 2. The serving telephone company shall be responsible for all billing, including applicable mileage charges. Mileage charges for circuits provided by the local company will be remitted to the local company by the serving company.

## CALL TRACING

#### A. General

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

#### B. Definitions

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

## C. Terms and Conditions

 Call Tracing will be provided when requested by both a customer and an investigative or law enforcement officer and the customer has provided consent. Normally written consent will be required.

In emergencies, call tracing will be provided upon receiving oral consent from the customer. The customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.

- 2. Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to customers receiving call-tracing services.
- 3. The company will work with investigative or law enforcement officers to determine how long call-tracing services should be provided.
- 4. The company may provide customer-originated call-tracing service (CLASS Call Trace) as an alternative to Call Tracing in response to a Call Tracing request from a customer who is located in an exchange where CLASS Call Trace is available and where Class Call Trace will function as accurately as Call Tracing.

# **CALL TRACING (Continued)**

#### D. Rates

1. Call Tracing Setup -

a. During Normal Business Hours See Service Order Charge in Section 6

b. Outside of Business Hours

See Service Order
Charge in Section 6

2. Extension of Call Tracing period at request of investigative or law enforcement agency No Charge

3. Provision of Call Tracing information to investigative or law enforcement agency No

No Charge

## CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS)

#### I. GENERAL

- A. <u>Custom Local Area Signalling Services</u> (CLASS) is a group of central office call management features offered in addition to basic telephone service. These enhanced custom calling features described below, allow customers to effectively manage call flow. This management is accomplished by the central office Signalling System 7 technology, which routes the calling party's telephone number from the central office originating the call to the terminating central office serving the called party. That telephone number is held in network memory affording the called party options including identifying the calling number, answering the call and calling back to the call originator.
- B. The available features are described using the terminology used by the Company's switch manufacturer. Marketing and promotional literature could contain less technical terms to describe the same features to the general public.

## II. FEATURE DESCRIPTIONS

A. Repeat Dialing - allows a customer to dial a code that will automatically redial the last number called from the customer's station. This applies regardless of whether the original call was answered, unanswered, or encountered a busy tone. The system monitors the calling and called lines and attempts to connect the call for up to 30 minutes or until completion or cancellation. Once both lines are idle, a distinctive ringing alerts the customer that the call is ready to be set up.

Call setup is performed when the calling subscriber answers the ringing. This feature will not work on 800 or 900 prefixed numbers, international calls, calls to a number with call forwarding active or lines with a non-unique directory number. To use per call blocking on a call placed using Repeat Dialing, the customer **must activate the per call blocking prior** to activating the Repeat Dialing feature.

B. **Distinctive Ringing/Call Waiting** - this incoming call feature allows subscribers to define a list of 6 calling directory numbers with the option of adding an additional 30 for a maximum of 36, that provide the subscriber with special incoming call treatment. Any incoming calls on this list are indicated by a distinctive ringing pattern or a distinctive Call Waiting tone if the subscriber has Call Waiting. Terminating calls from telephone numbers which are not on the list, or which cannot be identified, will receive standard termination treatment.

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

- II. FEATURE DESCRIPTIONS (Continued)
  - C. Selective Call Acceptance with this feature, the customer generated screening list routes calls not on the list to an announcement and shall be treated as calls that are not answered. Incoming calls on the screening list receive standard termination treatment. The feature can be activated or deactivated by the subscriber. The screening list can contain up to 6 directory numbers with the option of adding an additional 30 for a maximum of 36.

Call Forwarding will not work if the directory number is not contained on the Selective Call Acceptance screening list. Selective Call Forwarding and Selective Call Rejection take precedence over Selective Call Acceptance.

D. Selective Call Forwarding - allows the subscriber to use a screening list to store 6 directory numbers with the option of adding an additional 30 for a maximum of 36. Calls terminating from a number on this screening list are forwarded to an alternate directory number. Terminating calls from telephone numbers which cannot be identified or have not been indicated on the screening list will be given standard termination treatment. The feature can be activated or deactivated by the subscriber.

Selective Call Rejection takes precedence over Selective Call Forwarding. This feature cannot forward calls to "950" or "10XXX" dialing patterns.

E. **Selective Call Rejection** - allows a customer to define a list of 6 calling directory numbers with the option of adding an additional 30 for a maximum of 36 to be screened. The calling party on the rejection list receives an announcement stating the call is not presently being accepted by the called party and shall be treated as calls that are not answered. Incoming calls not on the screening list receive standard termination treatment. The feature can be activated or deactivated by the subscriber. The customer does not need to know the number of the incoming call in order to add it to this screening list.

This feature takes precedence over Selective Call Acceptance, Selective Call Forwarding and Calling Number Delivery features. Automatic Recall will not function for directory numbers contained on the Selective Call Rejection list.

F. Customer Originated Trace (Call Trace) - establishes a record of the originating directory number, time and date of a call when the subscriber activates this feature. Only the last incoming number can be traced. If a Call Waiting tone is received during a call the customer desires to trace, the Call Waiting call will be traced rather than the original call.

All customers receive this feature. Information on traced calls will only be released in accordance with Company and law enforcement procedures. See Section V of this tariff for the complete Customer Originated Trace procedures.

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

- II. FEATURE DESCRIPTIONS (Continued)
  - G. Calling Number Delivery will enable the customer to receive the 10-digit telephone number of the calling person, as well as the date and time of the incoming calls. The number is displayed on the customer-provided equipment capable of recognizing CLASS functions. If the calling party has marked their directory number as private, or if the directory number is unavailable, the called party's display is modified appropriately. Subscribers with the appropriate premise equipment can store and display the date, time and calling number of unanswered calls.

International calls are generally incompatible with this feature.

H. Calling Number Delivery with Name - the customer can view the name associated with the directory number of the incoming call along with the calling number before answering. The name is displayed on customer-provided equipment capable of recognizing CLASS functions. If the calling party has marked their directory number as private, or if the directory number is unavailable, the called party's display is modified appropriately. Subscribers with the appropriate premise equipment can store and display the date, time and calling name and number of unanswered calls.

International calls are generally incompatible with this feature.

- I. Calling Number Delivery Blocking for outgoing calls, a customer can prevent the delivery of their directory number to the called party. The called party receives a "private" message instead of the calling party's number. Operator and 9-1-1 services take priority over Calling Number Delivery blocking. The code for this feature must be dialed prior to either Automatic Callback or Automatic Recall or the calling directory number and name will be displayed on the terminating end.
  - Calling Number Delivery Blocking Per Call allows a customer to control the disclosure of the incoming telephone number and name to a subscriber of Calling Number Delivery on a per call basis. The customer must dial a code to activate per call blocking prior to making a call.
  - Calling Number Delivery Blocking Per Line the number of that line will not be delivered to any subscriber of Calling Number Delivery. Once blocking is established on the customer's line, the "blocked" status can be deactivated by the customer by dialing a code, before each call. This action will result in displaying the telephone number and name to another subscriber of Calling Number Delivery.
- J. Anonymous Call Rejection will be provided to all subscribers of Calling Number Delivery at no charge and in the inactive state. While the feature is activated, incoming blocked calls are routed to an announcement in the central office that will indicate that the called party has chosen to reject blocked calls and the call will not be completed.

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

- II. FEATURE DESCRIPTIONS (Continued)
  - K. Last Call Return by dialing an activation code, a subscriber directs the switch to recall the directory number of the last incoming call to the subscriber's set. At this time, the subscriber hears the directory number of the call prior to deciding whether or not to recall the number. If the call has been blocked, the subscriber will hear a recording indicating the caller is "Private" or "Anonymous." At no time, however, will any indication be given to the subscriber returning the last call as to the identification of the party who placed the last call. If the called station is busy, the system scans the called line for an idle condition. The scan continues for 30 minutes or until completion or cancellation. The calling station receives a distinctive ring when the called station is idle. Call setup is performed when the calling subscriber answers the ringing. This feature will not work on 800 or 900 prefixed numbers, international calls, calls to a number with call forwarding active or lines with a non-unique directory number. Only the last incoming call can be returned. To use per call blocking on a call placed using Last Call Return, the customer must activate the per call blocking prior to activating the Last Call Return. This feature will not work in any way on blocked calls.
  - L. Call Waiting Calling Number Delivery with Name allows the customer to be visually notified of the Caller ID number or name of a call waiting call.
  - M. **Telemarketer Call Screening** when a call is received from an unknown long distance number, the caller hears an announcement indicating that they do not accept calls from telemarketers. Callers are then advised to add the calling number to their Do Not Call List. The announcement then says if they are not a telemarketer they should press "1" or stay on the line.

## III. CONDITIONS - GENERAL

- A. CLASS services are available to customers having technically compatible premise equipment. The Company is not responsible for the compatibility of products and services of outside vendors. The Company reserves the right to restrict or otherwise limit CLASS features where, in the Company's determination; (a) the feature(s) may create a potential incompatibility or, (b) provision of the feature(s) would require the establishment of new or additional Company procedures. The Company has compatible CLASS products available for lease or purchase.
- B. CLASS services may not be available with CENTREX and PBX equipment.
- C. CLASS services, including blocking, are not available on public and semi-public telephone services.
- D. Customers of Calling Number Delivery or Calling Number Delivery with Name may not, without the permission of the calling party, publicize or disclose to third parties telephone number information obtained through the use of these services. Failure to comply with this condition may subject the customer of Calling Number Delivery to terminate this service. Sale of such information could be a violation of Minnesota Statute para. 626A relating to the Privacy Communications Act.

Effective: 6-1-15

(N)

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

## III. CONDITIONS - GENERAL (Continued)

- E. CLASS features require Signalling System 7 to function.
- F. Non-published or non-listed numbers will be revealed unless the customer **activates blocking before each call**, or subscribes to per line blocking.
- G. These services are only available to single party Business and Residential customers and customer owned payphone lines.

#### IV. CONDITIONS - BLOCKING

#### A. Per Call

- 1. Blocking enables a customer to control the disclosure of telephone numbers to a subscriber of Calling Number Delivery. A customer **must dial an activation code before each call** to block delivery of number information.
- 2. Customers do not have to subscribe to Calling Number Delivery to use per call blocking.

## B. Per Line

- 1. Per line blocking provides a permanent private indicator on a customer's line. The number of that line will not be delivered to any subscriber of Calling Number Delivery. Emergency 911 calls will not be affected.
- 2. The blocked status can be deactivated by the customer on a per call basis by dialing an activation code, **before** the call to be unblocked is dialed.

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

## IV. CONDITIONS - BLOCKING (Continued)

# C. Liability

- The Company cannot guarantee that Calling Number Delivery Blocking, per call or per line will be successful. The sole liability of the Company due to errors, omissions, or mistakes, with respect to residential per line blocking, shall be to refund the non-recurring charge for the residential per-line blocking after the ninety day free period, if applicable.
- 2. The Company will not be liable for damages whether consequential, incidental or special.
- 3. The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company may abbreviate or limit the name for display purposes.

The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes. The Company's obligation shall be to reasonably correct errors in names when notified in writing of such errors.

# V. CUSTOMER ORIGINATED TRACE (Call Trace)

- A. If a trace is successful, the Telephone Company's equipment will record the incoming call detail (not the conversation).
- B. The called party will not have access to the traced number, but this information will be available to law enforcement officials. The practices of law enforcement officials vary, and the Company does not represent that any action will be taken by such officials with regard to the traced number.
- C. The Company is not liable for damages if a trace attempt is not successful.
- D. If a customer makes or receives another call or call waiting indication after hanging up from the annoying call, prior to activating the trace, Call Trace will not record the correct number.
- E. When trace is initiated, the telephone number of the tracing party is printed in a secure location along with the telephone number of the last received calling telephone number whether or not either number is non-published. Therefore, the tracing party waives the right to privacy of their telephone number in this instance.

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

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

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

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

## V. CUSTOMER ORIGINATED TRACE (Call Trace) (Continued)

F. All call traces activated by the customer will be billed \$1.00. This fee is waived if the trace is successful and turned over to law enforcement personnel. The customer Originated Trace record will be stored for a minimum of 30 days after a successful activation of call trace.

## VI. RATE SCHEDULE

A. The rates shown below are per feature, per line equipped. Additional rates and charges are applicable for Service Connection Charges as shown in the Service Connection section of this tariff.

	Monthl	<u> </u>	Non- Recurring	
CLASS Feature	Business	Residence	Charge	
*# Repeat Dialing *# Last Call Return *Call Waiting - Calling Number	\$2.25 2.25	\$ 2.25 2.25	(3) (3)	
Delivery with Name Call Trace - Per Successful	2.25	2.25	(3)	
Activation (See F. above)	1.00	1.00	(4)	
Screening Features:  *Distinctive Ringing  *Selective Call Acceptance  *Selective Call Forwarding  *Selective Call Rejection  Per Additional 10 Numbers  *Telemarketer Call Screening	2.25 2.25 2.25 2.25 .50 2.95	2.25 2.25 2.25 2.25 .50 2.95	(3) (3) (3) (3) (3) (3)	(N)
Calling Number Delivery Calling Number Delivery with Name	4.00 4.95	4.00	(3) (3)	
Caller Number Delivery Blocking: Per Call (2) Per Line (1) Anonymous Call Rejection	NC NC	NC NC		

- \* These features are eligible for package reductions as noted on Page 13.
- # This service is also available on a per use basis. Each use is \$0.50 with a maximum for this service of \$6.00.
- Residential Line blocking will be available to customers at **no charge** for a period of thirty days prior to and ninety days after service availability. After the ninety day free period, a customer will be charged the one-time nonrecurring service order charge as reflected in the service connection charge section of this tariff book. New customers will be provided the same option.

Effective: 6-1-15

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

# VI. RATE SCHEDULE (Continued)

Business Line blocking will be available at **no charge** for the following types of customers: Law enforcement agencies, shelters for battered persons, government agencies engaged in undercover operations, and business customers who have been accepted as having demonstrated a need for nondisclosure.

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

"Line blocking for business customers is available only for those business customers demonstrating a need. The demonstration of need is waived for law enforcement centers, programs for battered persons, and government agencies engaged in undercover operations. Other business customers wanting line blocking must demonstrate in writing that disclosure of the calling number could endanger the caller, other persons, or property. The Company will promptly notify the customer of its decision. A business customer who does not agree with the Company's decision may appeal in writing to the Minnesota Public Utilities Commission."

- 2. 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.
- 3. The non-recurring charges will consist of the Service Ordering Charge per line as shown in the Service Connection section of this Tariff. One non-recurring charge covers all CLASS services purchased at one time.
- 4. All successful Customer Originated Traces activated by the customer will be billed \$1.00. This fee is waived if the customer requests that the Customer Originated Trace information be turned over to law enforcement personnel for further investigation.
- 5. The Company will be offering free installation of CLASS services for three months after the service activation date.
- 6. Anonymous Call Rejection will be provided at no charge to all residential and business customers who have subscribed to the Caller Identification features.

## B. Package Reductions

	Monthly Rate	Recurring Charge
Calling Number Delivery with Name with all features **	\$ 10.00	(3)
Calling Number Delivery with Name with three other features **	8.00	(3)

<sup>\*\*</sup> Features eligible for package reductions are noted on Page 43.

## **DIRECT INWARD DIALING SERVICE**

## A. Regulations

- 1. Direct inward dialing service is available in those central offices that have been equipped for the service.
- 2. The charges applicable to direct inward dialing service contemplate the use of standard Telephone Company equipment and serving arrangements. When equipment or service of a special type is requested and provided, rates and charges based on the additional costs involved to meet the requirements of each case will apply.
- 3. One primary directory listing will be furnished with direct inward dialing service. Additional listings of departments, locations, titles and individuals may be provided at the charges and in accordance with existing tariffs.
- 4. The rates and charges specified are in addition to the rates and charges for other services or facilities with which this service is associated.
- 5. The Telephone Company will assign line numbers for direct inward dialing in blocks of 20 numbers.
  - When additional numbers are required, they will be made available as soon as the Telephone Company has equipment available for this purpose. The Telephone Company does not guarantee that line numbers will be made available in all cases.
- 6. Subscribers to direct inward dialing shall be responsible for the mechanical or manual interception of calls placed to lines or numbers not connected for service.

#### B. Rates

		Charges	Installation	Monthly
1.	Се	ntral office equipment		
	a.	Direct Inward Dialing Service for:		
		Each group of 20 line numbers assigned	(1)	\$ 8.00
		Each group of 50 line numbers assigned	(1)	\$ 10.00
		Trunk terminations in central office, each	(1)	(2)

(1) Normal installation charges would apply.

(2) The specific exchange PBX trunk rate with an addition of \$15.00.

# **DIRECTORY ASSISTANCE SERVICE**

#### A. General

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

#### B. Rates

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

## **DIRECTORY LISTINGS**

#### A. General

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

#### B. Rates

		Monthly Rate	
1.	Additional or alternate listings, per listing	\$	.50
2.	Unlisted service, per listing		1.00
3.	Nonpublish service, per listing		1.00
4.	Foreign exchange or non-subscriber service, per listing (See Condition 4)		

## C. Conditions

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

# **DIRECTORY LISTINGS (Continued)**

# C. Conditions (Continued)

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

# "911" EMERGENCY SERVICE (911)

#### A. General

- 1. "911 Emergency Service, also known as 911, is a telephone exchange communication service whereby calls dialed by end users may be routed to one or more E911 Routers as approved by the Minnesota Department of Public Safety so that these calls will terminate to a Public Safety Answering Point (PSAP) that is designated for that calling location.
- 2. "911" Service is offered subject to availability of facilities and a contract between the Company and the Department of Public Safety for compensation.
- 3. The 911 customer may be an authorized agent of one or more municipalities or other state of local government units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibilities by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

## B. Definition of Terms

- Automatic Location Identification (ALI) A feature by which the name and address associated with the party's telephone number (identified by ANI feature later defined) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise, etc.) will be identified with the address of the telephone number at the main premises.
- 2. <u>Local Location Identification (LLI)</u> The process of locating the origin of calls to a 911 system by means of a periodically updated database containing the addresses associated with wireline phone numbers.
- 3. <u>Automatic Number Identification (ANI)</u> A feature by which the calling party's ANI telephone number only is forwarded with call signalling via the telephone company 911 central office.
- 4. <u>Public Safety Answering Point (PSAP)</u> An answering location for 911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAP's respond first.
- 5. <u>Selective Routing (SR)</u> A feature that routes an 911 call from a central office to the primary PSAP based on the identified number and/or address of the calling party.
- 6. TDM CAMA Time Division Multiplex Centralized Automated Message Accounting is a type of telephone trunk signaling from an end office that provides ANI and is commonly used in legacy networks for 911 trunking.

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Effective: 8-1-19

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

- 7. SIP Session Initiated Protocol is a signaling used in Voice over Internet Protocol networks.
- 8. DACS Digital Access Cross Connect System is a device which allows channels in High Capacity TDM facilities to be cross connected or groomed for better efficiency in trunking utilization on a switch.
- 9. ESI Net -is a IP based inter-network (network of networks) shared by all agencies which connects originated 911 calls with the customer's state wide vendor for call termination to PSAP's.

## C. Rules and Regulations

- 1. This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one 911 Service will be provided within any one governmental locality.
- 2. This service is furnished to the customer only for the purpose of receiving emergency reports from the public.
- 3. 911 service is provided solely for the benefit of the customer. The provision of 911 service by the Company shall not be interpreted, construed or regarded (either expressly or implied) as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.
- The Company does not undertake to answer and forward 911 calls, but furnishes the use of
  its facilities to enable the customer's personnel to respond to such calls on the customer's
  premises.
- 5. 911 information consisting of the names, addresses and telephone numbers of subscribers whose listings are not published in directories or listed in Directory Assistance, is considered Confidential Information by the Company.
- 6. The rates charged for 911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational test, in the judgment of the customer, as required to determine whether the system is functioning properly for its use. The customer shall notify the Company promptly in the event the system is not performing properly.

Effective: 8-1-19

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

- C. Rules and Regulations (continued)
  - 7. The Company's liability for any loss or damage arising from any errors, interruptions, defects, failures of equipment, service or malfunctions of this service or any parts thereof (whether caused by the negligence of the Company or otherwise) shall not exceed the greater of \$50.00 or an amount equivalent to the prorata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition as specified elsewhere in this tariff.
  - 8. Each customer and each calling party agrees to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits, other actions including attorneys' fees or any liability whatsoever, whether suffered, instituted or asserted by the customer or death of a person(s) or for any loss, damage or destruction of any property whether owned by the customer or others.
  - 9. Each customer and each calling party also agrees to release, indemnify defend and hold harmless the Company for any and all losses, claims, demands, suits or other actions or any liability whatsoever from any infringement or invasion of right to privacy of a person(s) caused (directly or indirectly) by the installation, operation, failure to operate, maintenance removal, presence, condition or occasional use of 9-1-1 service features and the equipment associated therewith including (but not limited to) the identification of the telephone number, address or name associated with the telephone used by person(s) accessing 9-1-1 Service hereunder: and which arises out of the negligence or other wrongful acts of the company, the customer, its user, agencies, municipalities or the employees, agents, or any one of them.
  - 10. Because the Company's filed service boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by central offices in the local service area, whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
  - 11. Application for 911 service must be in writing by each customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.

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Effective: 8-1-19

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

- C. Rules and Regulations (continued)
  - 12. The customer is required to furnish the Company its agreement to the following terms and conditions:
    - a. All 911 calls will be answered on a twenty-four (24) hour day, seven (7) day week basis.
    - b. The customer responsible for dispatching the appropriate emergency service within the 911 service area will undertake to transfer all 911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
    - c. The customer will establish a procedure for handling calls not requiring public safety response.
    - d. The customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls and for receiving other calls.
    - e. The customer will subscribe to or provide telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company.
  - 13. When the selective routing feature is provided, or the service is otherwise arranged to work with Selective Routing provided by others, the customer is responsible for identifying primary and secondary PSAP locations and the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the 911 serving area, and for associating the Company-provided Emergency Service Numbers (ESN) with the street address ranges or other criteria for selective routing of calls. ESNs will be carried in the Data Management System (DMS) to permit routing of 911 calls to the primary and secondary PSAP's responsible for handling of calls from each telephone in the 911 serving area. The following terms define the customer's responsibility in providing this information:
    - a. Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Company prior to the effective date of service.
    - b. After the establishment of service, it is the customer's responsibility to continue to verify the accuracy of routing information contained in the master address file and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 911 calls to the proper PSAP.
    - c. The Company will provide to the customer on request (maximum of two requests per year) a complete written copy of the master address file to permit the customer to verify accuracy of the police, fire and ambulance PSAP routing designations.
  - (M) Information relocated from Page 20

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Effective: <u>8-1-19</u>

## C. Rules and Regulations (continued)

- 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.
- f. The Company will reconcile the record count in its Access Line Database and true up the value used for billing the customer on an annual basis.
- g. ALI information for multiline, multilocation end users (using DID numbers) is the responsibility of the end user, in accordance with Statute 403.15, and should include "room level" information to be made available to the PSAP. This information is to be stored in private ALI database (which may be a partition of the Company Database) The Company will not bill the customer for maintenance ALI records associated with these multiline multilocation end users.

## D. Service configurations for Regional 911 Relay Service

# 1. <u>Legacy Next-Gen Regional 911 Relay Service</u>

911 trunks from central offices that go through the Independent Emergency Services network are aggregated at seven router locations across the state of Minnesota. The Company is one of the locations across the State of Minnesota where 911 circuits are aggregated, and the Company provides a "Legacy" Regional 911 Relay Service in which it switches calls from the 911 router and relays them to ESI-Net in the required signaling format. Trunks from routers are ISDN PRI, and trunks to ESI-Net are SS7 as shown in the diagram below.

#### **Legacy Regional Router/Switch Configuration**



## (M) Information relocated from Page 21

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Effective: 8-1-19

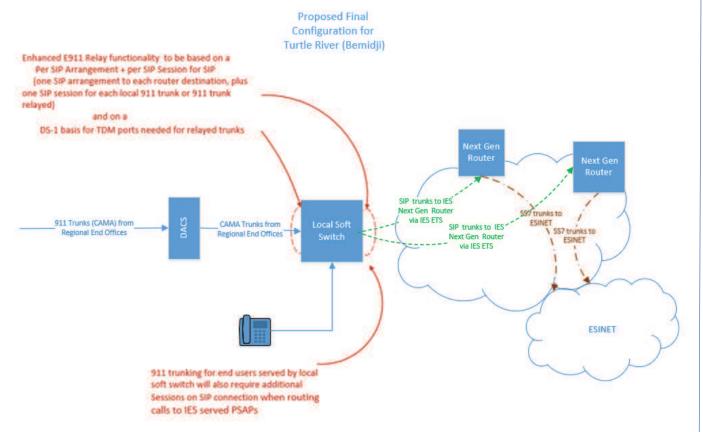
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#### **GENERAL SERVICES**

- D. Service configurations for Regional 911 Relay Service (Continued)
  - <u>2. Enhanced Next-Gen Regional 911 Relay Service</u> for 911 services provided in conjunction with Independent Emergency Services

911 trunks from central offices that go through the Independent Emergency Services network are aggregated at seven locations across the state of Minnesota. These seven locations originally included 911 routers, but this network is evolving so that there will be only two Next Generation Routers at Hutchinson and Brainerd. The Company is one of the locations across the State of Minnesota where 911 circuits are aggregated, and the Company makes available an **Enhanced Next-Gen Regional 911 Relay Service** in which it switches calls from end offices and relays them to a Next Generation 911 Router. Trunks from the end offices are TDM CAMA, and trunking to the Next Generation Routers are SIP as shown in the diagram below.

# Enhanced E911 Relay Service



Enhanced Next Gen Regional 911 Relay Service is "non blocking" and will be connected to fault tolerant facilities extending to each of the Next Generation 911 routers in the IES network.

Effective: 8-1-19

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

# E. Rates and Charges

- 9-1-1 Service is provided under contract with the customer. Billing for the service will be retroactive to the date the service was available for use by the customer.
- 1. Central Office, Trunking, Facilities and Special Features Those costs are covered within the charges below.

Conversion or Modification	Non-Recurring Charges ICB	Monthly Rates (Recurring) NA	
2. 9-1-1 End Office Trunk (outswitching)	ICB	\$ 28.11	(T)
3. NEXT GEN 9-1-1 RELAY SERVICE TO LEGACY ESI-NET SS7 CONNECTIONS Relay Switching (SS7 DS-1) Relay Switching (PRI DS-1	\$ 350.00 600.00	\$ 255.00 770.00	(T)
<ol> <li>ENHANCED NEXT GEN 9-1-1 RELAY SERVICE TO NEW NEXT-GEN ROUTERS Relay Switching (DS-1) SIP Arrangements (per each router) Per arrangement Per Session in Arrangement (1)</li> </ol>	350.00 100.00 10.00	\$ 255.00 125.00 4.00	(N)
<ol><li>Interexchange Outswitch DS0 or DS1 Circuit Transport</li></ol>	¢.	(See Section 7)	(T)
<ul> <li>4. 9-1-1 Features</li> <li>a. Emergency Ringback (Rering)</li> <li>b. Selective Routing</li> <li>c. Called Party Control</li> <li>d. Forced Disconnect</li> <li>e. Automatic Number Identification (ANI)</li> <li>f. Access Order Charge</li> </ul>	\$  NA NA NA NA NA ICB	(included in 2-4 above) (included in 2-4 above (included in 2-4 above) (included in 2-4 above) (included in 2-4 above) NA	(T)
Access Line Data Base     a. Initial Listing Issue     b. On-Going Updates (per month per end user line in database, based on annual true-up	ICB NA	NA \$ .09	(T)

ICB - Individual Case Basis

(1) Per SIP Session NRC is not applicable to initial arrangement where a per arrangement NRC is charged. Per Session NRC is applicable to subsequent capacity expansions.

Effective: 8-1-19

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# PAUL BUNYAN RURAL TELEPHONE COOPERATIVE d/b/a PAUL BUNYAN COMMUNICATIONS BEMIDJI, MINNESOTA

Section 5 Page 1 Revision 4

# GENERAL SERVICES

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Effective: <u>9-1-17</u>

# PAUL BUNYAN RURAL TELEPHONE COOPERATIVE d/b/a PAUL BUNYAN COMMUNICATIONS BEMIDJI, MINNESOTA

Section 5 Page 2

# **GENERAL SERVICES**

(Reserve for Future Use)

Effective: <u>10-31-11</u>

## ADJACENT EXCHANGE SERVICE

#### A. General

Service of a given exchange may be provided to an applicant of an adjacent exchange who resides not more than two miles from the exchange boundary of the serving exchange subject to the concurrence of both exchanges.

#### B. Rates

- 1. Local service rate of the serving company.
- 2. Appropriate mileage charge of the local company.
  - a. When this company is the local company, the mileage charge is \$4.00 per month for the first mile, or fraction thereof, and \$1.00 per month for each additional quarter mile or fraction thereof, measured along the circuit route from the exchange boundary to the applicant's premises.

#### C. Conditions

- 1. Any construction required to provide such extensions of rural lines will be paid for by the applicant. Title to any such plant will be conveyed to the telephone company in whose territory it is located.
- 2. The serving telephone company shall be responsible for all billing, including applicable mileage charges. Mileage charges for circuits provided by the local company will be remitted to the local company by the serving company.

## **CALL TRACING**

#### A. General

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

## B. Definitions

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

#### C. Terms and Conditions

 Call Tracing will be provided when requested by both a customer and an investigative or law enforcement officer and the customer has provided consent. Normally written consent will be required.

In emergencies, call tracing will be provided upon receiving oral consent from the customer. The customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.

- 2. Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to customers receiving call-tracing services.
- 3. The company will work with investigative or law enforcement officers to determine how long call-tracing services should be provided.
- 4. The company may provide customer-originated call-tracing service (CLASS Call Trace) as an alternative to Call Tracing in response to a Call Tracing request from a customer who is located in an exchange where CLASS Call Trace is available and where Class Call Trace will function as accurately as Call Tracing.

# **CALL TRACING (Continued)**

## D. Rates

1. Call Tracing Setup -

a. During Normal Business Hours See Service Order Charge in Section 6

b. Outside of Business Hours

See Service Order
Charge in Section 6

2. Extension of Call Tracing period at request of investigative or law enforcement agency No Charge

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

No Charge

# CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS)

#### I. GENERAL

- A. <u>Custom Local Area Signalling Services</u> (CLASS) is a group of central office call management features offered in addition to basic telephone service. These enhanced custom calling features described below, allow customers to effectively manage call flow. This management is accomplished by the central office Signalling System 7 technology, which routes the calling party's telephone number from the central office originating the call to the terminating central office serving the called party. That telephone number is held in network memory affording the called party options including identifying the calling number, answering the call and calling back to the call originator.
- B. The available features are described using the terminology used by the Company's switch manufacturer. Marketing and promotional literature could contain less technical terms to describe the same features to the general public.

## II. FEATURE DESCRIPTIONS

A. **Repeat Dialing** - allows a customer to dial a code that will automatically redial the last number called from the customer's station. This applies regardless of whether the original call was answered, unanswered, or encountered a busy tone. The system monitors the calling and called lines and attempts to connect the call for up to 30 minutes or until completion or cancellation. Once both lines are idle, a distinctive ringing alerts the customer that the call is ready to be set up.

Call setup is performed when the calling subscriber answers the ringing. This feature will not work on 800 or 900 prefixed numbers, international calls, calls to a number with call forwarding active or lines with a non-unique directory number. To use per call blocking on a call placed using Repeat Dialing, the customer **must activate the per call blocking prior** to activating the Repeat Dialing feature.

B. **Distinctive Ringing/Call Waiting** - this incoming call feature allows subscribers to define a list of 6 calling directory numbers with the option of adding an additional 30 for a maximum of 36, that provide the subscriber with special incoming call treatment. Any incoming calls on this list are indicated by a distinctive ringing pattern or a distinctive Call Waiting tone if the subscriber has Call Waiting. Terminating calls from telephone numbers which are not on the list, or which cannot be identified, will receive standard termination treatment.

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

- II. FEATURE DESCRIPTIONS (Continued)
  - C. Selective Call Acceptance with this feature, the customer generated screening list routes calls not on the list to an announcement and shall be treated as calls that are not answered. Incoming calls on the screening list receive standard termination treatment. The feature can be activated or deactivated by the subscriber. The screening list can contain up to 6 directory numbers with the option of adding an additional 30 for a maximum of 36.

Call Forwarding will not work if the directory number is not contained on the Selective Call Acceptance screening list. Selective Call Forwarding and Selective Call Rejection take precedence over Selective Call Acceptance.

D. Selective Call Forwarding - allows the subscriber to use a screening list to store 6 directory numbers with the option of adding an additional 30 for a maximum of 36. Calls terminating from a number on this screening list are forwarded to an alternate directory number. Terminating calls from telephone numbers which cannot be identified or have not been indicated on the screening list will be given standard termination treatment. The feature can be activated or deactivated by the subscriber.

Selective Call Rejection takes precedence over Selective Call Forwarding. This feature cannot forward calls to "950" or "10XXX" dialing patterns.

E. Selective Call Rejection - allows a customer to define a list of 6 calling directory numbers with the option of adding an additional 30 for a maximum of 36 to be screened. The calling party on the rejection list receives an announcement stating the call is not presently being accepted by the called party and shall be treated as calls that are not answered. Incoming calls not on the screening list receive standard termination treatment. The feature can be activated or deactivated by the subscriber. The customer does not need to know the number of the incoming call in order to add it to this screening list.

This feature takes precedence over Selective Call Acceptance, Selective Call Forwarding and Calling Number Delivery features. Automatic Recall will not function for directory numbers contained on the Selective Call Rejection list.

F. Customer Originated Trace (Call Trace) - establishes a record of the originating directory number, time and date of a call when the subscriber activates this feature. Only the last incoming number can be traced. If a Call Waiting tone is received during a call the customer desires to trace, the Call Waiting call will be traced rather than the original call.

All customers receive this feature. Information on traced calls will only be released in accordance with Company and law enforcement procedures. See Section V of this tariff for the complete Customer Originated Trace procedures.

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

- II. FEATURE DESCRIPTIONS (Continued)
  - G. Calling Number Delivery will enable the customer to receive the 10-digit telephone number of the calling person, as well as the date and time of the incoming calls. The number is displayed on the customer-provided equipment capable of recognizing CLASS functions. If the calling party has marked their directory number as private, or if the directory number is unavailable, the called party's display is modified appropriately. Subscribers with the appropriate premise equipment can store and display the date, time and calling number of unanswered calls.
    - International calls are generally incompatible with this feature.
  - H. Calling Number Delivery with Name the customer can view the name associated with the directory number of the incoming call along with the calling number before answering. The name is displayed on customer-provided equipment capable of recognizing CLASS functions. If the calling party has marked their directory number as private, or if the directory number is unavailable, the called party's display is modified appropriately. Subscribers with the appropriate premise equipment can store and display the date, time and calling name and number of unanswered calls.

International calls are generally incompatible with this feature.

- I. Calling Number Delivery Blocking for outgoing calls, a customer can prevent the delivery of their directory number to the called party. The called party receives a "private" message instead of the calling party's number. Operator and 9-1-1 services take priority over Calling Number Delivery blocking. The code for this feature must be dialed prior to either Automatic Callback or Automatic Recall or the calling directory number and name will be displayed on the terminating end.
  - Calling Number Delivery Blocking Per Call allows a customer to control the disclosure of the incoming telephone number and name to a subscriber of Calling Number Delivery on a per call basis. The customer must dial a code to activate per call blocking prior to making a call.
  - 2. Calling Number Delivery Blocking Per Line the number of that line will not be delivered to any subscriber of Calling Number Delivery. Once blocking is established on the customer's line, the "blocked" status can be deactivated by the customer by dialing a code, before each call. This action will result in displaying the telephone number and name to another subscriber of Calling Number Delivery.
- J. **Anonymous Call Rejection** will be provided to all subscribers of Calling Number Delivery at no charge and in the inactive state. While the feature is activated, incoming blocked calls are routed to an announcement in the central office that will indicate that the called party has chosen to reject blocked calls and the call will not be completed.

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

## II. FEATURE DESCRIPTIONS (Continued)

- K. Last Call Return by dialing an activation code, a subscriber directs the switch to recall the directory number of the last incoming call to the subscriber's set. At this time, the subscriber hears the directory number of the call prior to deciding whether or not to recall the number. If the call has been blocked, the subscriber will hear a recording indicating the caller is "Private" or "Anonymous." At no time, however, will any indication be given to the subscriber returning the last call as to the identification of the party who placed the last call. If the called station is busy, the system scans the called line for an idle condition. The scan continues for 30 minutes or until completion or cancellation. The calling station receives a distinctive ring when the called station is idle. Call setup is performed when the calling subscriber answers the ringing. This feature will not work on 800 or 900 prefixed numbers, international calls, calls to a number with call forwarding active or lines with a non-unique directory number. Only the last incoming call can be returned. To use per call blocking on a call placed using Last Call Return, the customer must activate the per call blocking prior to activating the Last Call Return. This feature will not work in any way on blocked calls.
- L. **Call Waiting Calling Number Delivery with Name** allows the customer to be visually notified of the Caller ID number or name of a call waiting call.
- M. **Telemarketer Call Screening** when a call is received from an unknown long distance number, the caller hears an announcement indicating that they do not accept calls from telemarketers. Callers are then advised to add the calling number to their Do Not Call List. The announcement then says if they are not a telemarketer they should press "1" or stay on the line.

#### III. CONDITIONS - GENERAL

- A. CLASS services are available to customers having technically compatible premise equipment. The Company is not responsible for the compatibility of products and services of outside vendors. The Company reserves the right to restrict or otherwise limit CLASS features where, in the Company's determination; (a) the feature(s) may create a potential incompatibility or, (b) provision of the feature(s) would require the establishment of new or additional Company procedures. The Company has compatible CLASS products available for lease or purchase.
- B. CLASS services may not be available with CENTREX and PBX equipment.
- C. CLASS services, including blocking, are not available on public and semi-public telephone services.
- D. Customers of Calling Number Delivery or Calling Number Delivery with Name may not, without the permission of the calling party, publicize or disclose to third parties telephone number information obtained through the use of these services. Failure to comply with this condition may subject the customer of Calling Number Delivery to terminate this service. Sale of such information could be a violation of Minnesota Statute para. 626A relating to the Privacy Communications Act.

Effective: 6-1-15

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

## III. CONDITIONS - GENERAL (Continued)

- E. CLASS features require Signalling System 7 to function.
- F. Non-published or non-listed numbers will be revealed unless the customer **activates blocking before each call**, or subscribes to per line blocking.
- G. These services are only available to single party Business and Residential customers and customer owned payphone lines.

#### IV. CONDITIONS - BLOCKING

#### A. Per Call

- 1. Blocking enables a customer to control the disclosure of telephone numbers to a subscriber of Calling Number Delivery. A customer **must dial an activation code before each call** to block delivery of number information.
- 2. Customers do not have to subscribe to Calling Number Delivery to use per call blocking.

#### B. Per Line

- Per line blocking provides a permanent private indicator on a customer's line. The number of that line will not be delivered to any subscriber of Calling Number Delivery. Emergency 911 calls will not be affected.
- 2. The blocked status can be deactivated by the customer on a per call basis by dialing an activation code, **before** the call to be unblocked is dialed.

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

## IV. CONDITIONS - BLOCKING (Continued)

## C. Liability

- The Company cannot guarantee that Calling Number Delivery Blocking, per call or per line will be successful. The sole liability of the Company due to errors, omissions, or mistakes, with respect to residential per line blocking, shall be to refund the non-recurring charge for the residential per-line blocking after the ninety day free period, if applicable.
- 2. The Company will not be liable for damages whether consequential, incidental or special.
- The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company may abbreviate or limit the name for display purposes.

The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes. The Company's obligation shall be to reasonably correct errors in names when notified in writing of such errors.

# V. CUSTOMER ORIGINATED TRACE (Call Trace)

- A. If a trace is successful, the Telephone Company's equipment will record the incoming call detail (not the conversation).
- B. The called party will not have access to the traced number, but this information will be available to law enforcement officials. The practices of law enforcement officials vary, and the Company does not represent that any action will be taken by such officials with regard to the traced number.
- C. The Company is not liable for damages if a trace attempt is not successful.
- D. If a customer makes or receives another call or call waiting indication after hanging up from the annoying call, prior to activating the trace, Call Trace will not record the correct number.
- E. When trace is initiated, the telephone number of the tracing party is printed in a secure location along with the telephone number of the last received calling telephone number whether or not either number is non-published. Therefore, the tracing party waives the right to privacy of their telephone number in this instance.

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

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

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

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

## V. CUSTOMER ORIGINATED TRACE (Call Trace) (Continued)

F. All call traces activated by the customer will be billed \$1.00. This fee is waived if the trace is successful and turned over to law enforcement personnel. The customer Originated Trace record will be stored for a minimum of 30 days after a successful activation of call trace.

#### VI. RATE SCHEDULE

A. The rates shown below are per feature, per line equipped. Additional rates and charges are applicable for Service Connection Charges as shown in the Service Connection section of this tariff.

	Monthly Rate		Non- Recurring	
CLASS Feature	Business	Residence	Charge	
*# Repeat Dialing  *# Last Call Return  *Call Waiting - Calling Number	\$ 2.25 2.25	\$ 2.25 2.25	(3) (3)	
Delivery with Name Call Trace - Per Successful	2.25	2.25	(3)	
Activation (See F. above)	1.00	1.00	(4)	
Screening Features:  *Distinctive Ringing  *Selective Call Acceptance  *Selective Call Forwarding  *Selective Call Rejection  Per Additional 10 Numbers  *Telemarketer Call Screening	2.25 2.25 2.25 2.25 .50 2.95	2.25 2.25 2.25 2.25 .50 2.95	(3) (3) (3) (3) (3) (3)	(N)
Calling Number Delivery Calling Number Delivery with Name	4.00	4.00	(3) (3)	
Caller Number Delivery Blocking: Per Call (2) Per Line (1) Anonymous Call Rejection	NC NC	NC NC		

- \* These features are eligible for package reductions as noted on Page 13.
- # This service is also available on a per use basis. Each use is \$0.50 with a maximum for this service of \$6.00.
- Residential Line blocking will be available to customers at **no charge** for a period of thirty days prior to and ninety days after service availability. After the ninety day free period, a customer will be charged the one-time nonrecurring service order charge as reflected in the service connection charge section of this tariff book. New customers will be provided the same option.

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

# VI. RATE SCHEDULE (Continued)

Business Line blocking will be available at **no charge** for the following types of customers: Law enforcement agencies, shelters for battered persons, government agencies engaged in undercover operations, and business customers who have been accepted as having demonstrated a need for nondisclosure.

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

"Line blocking for business customers is available only for those business customers demonstrating a need. The demonstration of need is waived for law enforcement centers, programs for battered persons, and government agencies engaged in undercover operations. Other business customers wanting line blocking must demonstrate in writing that disclosure of the calling number could endanger the caller, other persons, or property. The Company will promptly notify the customer of its decision. A business customer who does not agree with the Company's decision may appeal in writing to the Minnesota Public Utilities Commission."

- 2. 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.
- 3. The non-recurring charges will consist of the Service Ordering Charge per line as shown in the Service Connection section of this Tariff. One non-recurring charge covers all CLASS services purchased at one time.
- 4. All successful Customer Originated Traces activated by the customer will be billed \$1.00. This fee is waived if the customer requests that the Customer Originated Trace information be turned over to law enforcement personnel for further investigation.
- 5. The Company will be offering free installation of CLASS services for three months after the service activation date.
- 6. Anonymous Call Rejection will be provided at no charge to all residential and business customers who have subscribed to the Caller Identification features.

#### B. Package Reductions

	Monthly Rate	Non- Recurring Charge
Calling Number Delivery with Name with all features **	\$ 10.00	(3)
Calling Number Delivery with Name with three other features **	8.00	(3)

<sup>\*\*</sup> Features eligible for package reductions are noted on Page 43.

## **DIRECT INWARD DIALING SERVICE**

## A. Regulations

- 1. Direct inward dialing service is available in those central offices that have been equipped for the service.
- 2. The charges applicable to direct inward dialing service contemplate the use of standard Telephone Company equipment and serving arrangements. When equipment or service of a special type is requested and provided, rates and charges based on the additional costs involved to meet the requirements of each case will apply.
- 3. One primary directory listing will be furnished with direct inward dialing service. Additional listings of departments, locations, titles and individuals may be provided at the charges and in accordance with existing tariffs.
- 4. The rates and charges specified are in addition to the rates and charges for other services or facilities with which this service is associated.
- 5. The Telephone Company will assign line numbers for direct inward dialing in blocks of 20 numbers.
  - When additional numbers are required, they will be made available as soon as the Telephone Company has equipment available for this purpose. The Telephone Company does not guarantee that line numbers will be made available in all cases.
- 6. Subscribers to direct inward dialing shall be responsible for the mechanical or manual interception of calls placed to lines or numbers not connected for service.

## B. Rates

		Charges	Installation	Monthly
1.	Ce	entral office equipment		
	a.	Direct Inward Dialing Service for:		
		Each group of 20 line numbers assigned	(1)	\$ 8.00
		Each group of 50 line numbers assigned	(1)	\$ 10.00
		Trunk terminations in central office, each	(1)	(2)

(1) Normal installation charges would apply.

(2) The specific exchange PBX trunk rate with an addition of \$15.00.

# **DIRECTORY ASSISTANCE SERVICE**

#### A. General

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

#### B. Rates

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

## **DIRECTORY LISTINGS**

#### A. General

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

#### B. Rates

		Monthly Rate	
1.	Additional or alternate listings, per listing	\$	.50
2.	Unlisted service, per listing		1.00
3.	Nonpublish service, per listing		1.00
4.	Foreign exchange or non-subscriber service, per listing (See Condition 4)		

#### C. Conditions

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

# **DIRECTORY LISTINGS (Continued)**

## C. Conditions (Continued)

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

## "911" EMERGENCY SERVICE (911)

#### A. General

- 1. "911 Emergency Service, also known as 911, is a telephone exchange communication service whereby calls dialed by end users may be routed to one or more E911 Routers as approved by the Minnesota Department of Public Safety so that these calls will terminate to a Public Safety Answering Point (PSAP) that is designated for that calling location.
- 2. "911" Service is offered subject to availability of facilities and a contract between the Company and the Department of Public Safety for compensation.
- 3. The 911 customer may be an authorized agent of one or more municipalities or other state of local government units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibilities by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

#### B. Definition of Terms

- Automatic Location Identification (ALI) A feature by which the name and address associated with the party's telephone number (identified by ANI feature later defined) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premise, etc.) will be identified with the address of the telephone number at the main premises.
- 2. <u>Local Location Identification (LLI)</u> The process of locating the origin of calls to a 911 system by means of a periodically updated database containing the addresses associated with wireline phone numbers.
- 3. <u>Automatic Number Identification (ANI)</u> A feature by which the calling party's ANI telephone number only is forwarded with call signalling via the telephone company 911 central office.
- 4. <u>Public Safety Answering Point (PSAP)</u> An answering location for 911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAP's respond first.
- 5. <u>Selective Routing (SR)</u> A feature that routes an 911 call from a central office to the primary PSAP based on the identified number and/or address of the calling party.
- 6. TDM CAMA Time Division Multiplex Centralized Automated Message Accounting is a type of telephone trunk signaling from an end office that provides ANI and is commonly used in legacy networks for 911 trunking.

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

- 7. SIP Session Initiated Protocol is a signaling used in Voice over Internet Protocol networks.
- 8. DACS Digital Access Cross Connect System is a device which allows channels in High Capacity TDM facilities to be cross connected or groomed for better efficiency in trunking utilization on a switch.
- 9. ESI Net -is a IP based inter-network (network of networks) shared by all agencies which connects originated 911 calls with the customer's state wide vendor for call termination to PSAP's.

## C. Rules and Regulations

- 1. This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one 911 Service will be provided within any one governmental locality.
- 2. This service is furnished to the customer only for the purpose of receiving emergency reports from the public.
- 3. 911 service is provided solely for the benefit of the customer. The provision of 911 service by the Company shall not be interpreted, construed or regarded (either expressly or implied) as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.
- 4. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.
- 5. 911 information consisting of the names, addresses and telephone numbers of subscribers whose listings are not published in directories or listed in Directory Assistance, is considered Confidential Information by the Company.
- 6. The rates charged for 911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational test, in the judgment of the customer, as required to determine whether the system is functioning properly for its use. The customer shall notify the Company promptly in the event the system is not performing properly.

Effective: 8-1-19

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

- C. Rules and Regulations (continued)
  - 7. The Company's liability for any loss or damage arising from any errors, interruptions, defects, failures of equipment, service or malfunctions of this service or any parts thereof (whether caused by the negligence of the Company or otherwise) shall not exceed the greater of \$50.00 or an amount equivalent to the prorata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition as specified elsewhere in this tariff.
  - 8. Each customer and each calling party agrees to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits, other actions including attorneys' fees or any liability whatsoever, whether suffered, instituted or asserted by the customer or death of a person(s) or for any loss, damage or destruction of any property whether owned by the customer or others.
  - 9. Each customer and each calling party also agrees to release, indemnify defend and hold harmless the Company for any and all losses, claims, demands, suits or other actions or any liability whatsoever from any infringement or invasion of right to privacy of a person(s) caused (directly or indirectly) by the installation, operation, failure to operate, maintenance removal, presence, condition or occasional use of 9-1-1 service features and the equipment associated therewith including (but not limited to) the identification of the telephone number, address or name associated with the telephone used by person(s) accessing 9-1-1 Service hereunder: and which arises out of the negligence or other wrongful acts of the company, the customer, its user, agencies, municipalities or the employees, agents, or any one of them.
  - 10. Because the Company's filed service boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by central offices in the local service area, whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
  - 11. Application for 911 service must be in writing by each customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.

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

- C. Rules and Regulations (continued)
  - 12. The customer is required to furnish the Company its agreement to the following terms and conditions:
    - a. All 911 calls will be answered on a twenty-four (24) hour day, seven (7) day week basis.
    - b. The customer responsible for dispatching the appropriate emergency service within the 911 service area will undertake to transfer all 911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
    - c. The customer will establish a procedure for handling calls not requiring public safety response.
    - d. The customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls and for receiving other calls.
    - e. The customer will subscribe to or provide telephone equipment with a capacity adequate to handle the number of incoming 911 lines recommended by the Company.
  - 13. When the selective routing feature is provided, or the service is otherwise arranged to work with Selective Routing provided by others, the customer is responsible for identifying primary and secondary PSAP locations and the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the 911 serving area, and for associating the Company-provided Emergency Service Numbers (ESN) with the street address ranges or other criteria for selective routing of calls. ESNs will be carried in the Data Management System (DMS) to permit routing of 911 calls to the primary and secondary PSAP's responsible for handling of calls from each telephone in the 911 serving area. The following terms define the customer's responsibility in providing this information:
    - a. Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Company prior to the effective date of service.
    - b. After the establishment of service, it is the customer's responsibility to continue to verify the accuracy of routing information contained in the master address file and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 911 calls to the proper PSAP.
    - c. The Company will provide to the customer on request (maximum of two requests per year) a complete written copy of the master address file to permit the customer to verify accuracy of the police, fire and ambulance PSAP routing designations.
  - (M) Information relocated from Page 20

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# C. Rules and Regulations (continued)

- 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.
- f. The Company will reconcile the record count in its Access Line Database and true up the value used for billing the customer on an annual basis.
- g. ALI information for multiline, multilocation end users (using DID numbers) is the responsibility of the end user, in accordance with Statute 403.15, and should include "room level" information to be made available to the PSAP. This information is to be stored in private ALI database (which may be a partition of the Company Database) The Company will not bill the customer for maintenance ALI records associated with these multiline multilocation end users.

## D. Service configurations for Regional 911 Relay Service

# 1. <u>Legacy Next-Gen Regional 911 Relay Service</u>

911 trunks from central offices that go through the Independent Emergency Services network are aggregated at seven router locations across the state of Minnesota. The Company is one of the locations across the State of Minnesota where 911 circuits are aggregated, and the Company provides a "Legacy" Regional 911 Relay Service in which it switches calls from the 911 router and relays them to ESI-Net in the required signaling format. Trunks from routers are ISDN PRI, and trunks to ESI-Net are SS7 as shown in the diagram below.

### **Legacy Regional Router/Switch Configuration**



(M) Information relocated from Page 21

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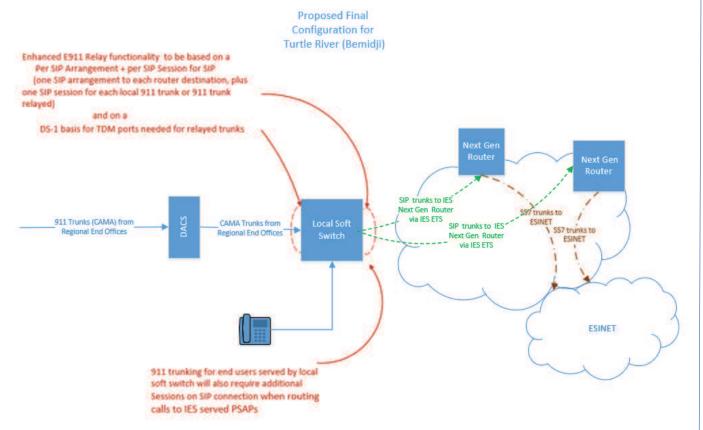
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#### **GENERAL SERVICES**

- D. Service configurations for Regional 911 Relay Service (Continued)
  - <u>2. Enhanced Next-Gen Regional 911 Relay Service</u> for 911 services provided in conjunction with Independent Emergency Services

911 trunks from central offices that go through the Independent Emergency Services network are aggregated at seven locations across the state of Minnesota. These seven locations originally included 911 routers, but this network is evolving so that there will be only two Next Generation Routers at Hutchinson and Brainerd. The Company is one of the locations across the State of Minnesota where 911 circuits are aggregated, and the Company makes available an **Enhanced Next-Gen Regional 911 Relay Service** in which it switches calls from end offices and relays them to a Next Generation 911 Router. Trunks from the end offices are TDM CAMA, and trunking to the Next Generation Routers are SIP as shown in the diagram below.

# Enhanced E911 Relay Service



Enhanced Next Gen Regional 911 Relay Service is "non blocking" and will be connected to fault tolerant facilities extending to each of the Next Generation 911 routers in the IES network.

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

# E. Rates and Charges

- 9-1-1 Service is provided under contract with the customer. Billing for the service will be retroactive to the date the service was available for use by the customer.
- 1. Central Office, Trunking, Facilities and Special Features Those costs are covered within the charges below.

Conversion or Modification	Non-Recurring Charges ICB	Monthly Rates (Recurring) NA	
2. 9-1-1 End Office Trunk (outswitching)	ICB	\$ 28.11	(T)
<ol> <li>NEXT GEN 9-1-1 RELAY SERVICE         TO LEGACY ESI-NET SS7 CONNECTIONS         Relay Switching (SS7 DS-1)         Relay Switching (PRI DS-1</li> </ol>	\$ 350.00 600.00	\$ 255.00 770.00	(T)
4. ENHANCED NEXT GEN 9-1-1 RELAY SERVICE			(N)
TO NEW NEXT-GEN ROUTERS Relay Switching (DS-1) SIP Arrangements (per each router)	350.00	\$ 255.00	
Per arrangement  Per Session in Arrangement (1)	100.00 10.00	125.00 4.00	
<ol><li>Interexchange Outswitch DS0 or DS1 Circuit Transport</li></ol>		(See Section 7)	(T)
<ul> <li>4. 9-1-1 Features</li> <li>a. Emergency Ringback (Rering)</li> <li>b. Selective Routing</li> <li>c. Called Party Control</li> <li>d. Forced Disconnect</li> <li>e. Automatic Number Identification (ANI)</li> <li>f. Access Order Charge</li> </ul>	\$  NA NA NA NA NA ICB	(included in 2-4 above) NA	(T)
<ul><li>5. Access Line Data Base</li><li>a. Initial Listing Issue</li><li>b. On-Going Updates (per month per end user line in database, based on annual true-up</li></ul>	ICB NA	NA \$ .09	(T)

#### ICB - Individual Case Basis

(1) Per SIP Session NRC is not applicable to initial arrangement where a per arrangement NRC is charged. Per Session NRC is applicable to subsequent capacity expansions.

Effective: 8-1-19

(N)

# PAUL BUNYAN RURAL TELEPHONE COOPERATIVE d/b/a PAUL BUNYAN COMMUNICATIONS BEMIDJI, MINNESOTA

Section 5 Page 23 Revision 1

(C)

## **GENERAL SERVICES**

# **EMPLOYEES' TELEPHONE SERVICE**

## A. General

Employees' Service is offered to all permanent employees at their residence telephones when such telephone service is provided by this Company.

#### B. Rates

- 1. Employees' telephone service will be provided at no charge.
- 2. No charge will be made for installations, moves, or changes associated with employees' telephone service.
- 3. No concessions will be made to employees for toll messages.

## C. Conditions

- 1. This service is not available when the employee resides in a boarding and/or rooming house.
- 2. One primary listing may be provided.
- 3. Services provided to an employee at no charge will be included in wages as additional compensation where required by income tax regulations.

# LIFELINE ASSISTANCE AND MINNESOTA TELEPHONE ASSISTANCE PLAN (TAP)

The Lifeline Assistance program (Lifeline), established by the Federal Communications Commission under 47CFR54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of telephone, mobile or broadband service to qualifying low-income residential subscribers.

TAP is a state sponsored assistance program under Minnesota Statutes Chapter 237 and is designed to make telephone service accessible to qualifying low-income residential households. Through this program, eligible households will receive a monthly discount on their telephone service.

- 1. General (6-25-20)
- a. Lifeline provides for a federally funded discount credit that is applied to a low income residential customer's charges for telephone, mobile or broadband service. Monthly Lifeline discounts provided in connection with the Company's local telephone service will be first applied against Federal End User Common Line Charge. Any remaining Lifeline discounts will then be applied to reduce rates for residential service. The state TAP credit shall be applied to against charges for the customer's local phone service. An additional Federal Lifeline support of up to \$25.00 per month is available to eligible applicants living on or near federally recognized Tribal Lands/reservations if the subscriber's location is rural, as defined in 47 CFR Section 54.505(b)(3)(i) and (ii).
- (T)
- (T)

- b. Federal Universal Service Charge (FUSC) will not be billed to Lifeline customers.
- c. Local service for Lifeline Telephone subscribers may not be disconnected for non-payment of toll charges.
  - 1). Toll Restriction Service will be provided to Lifeline Telephone subscribers at no charge.
  - 2). Lifeline Telephone subscribers are not required to accept Toll Restriction Service as a condition to avoid disconnection of local service for non-payment of toll.
  - 3). Lifeline Telephone subscribers are not required to pay a service deposit in order to initiate service if the subscriber voluntarily elects to receive Toll Restriction Service.
- d. Partial payments from Lifeline Telephone subscribers will be applied first to local service charges and then to toll charges.
- 2. Eligibility Requirements
  - a. Lifeline will be provided for one (1) eligible service per household, at the subscriber's principal place of residence, to those individuals who meet the eligibility requirements.
  - b. The consumer's household income as defined in 47 CFR Section 54.400(f) is at or below 135% of the Federal Poverty Guidelines or the consumer, one or more of the consumer's dependents, or the consumer's household benefits from one of the following: (6-25-020)
    - Medicaid
    - Supplemental Nutrition Assistance Program (SNAP)
    - Supplemental Security Income (SSI)
    - Federal Public Housing Assistance (FPHA)
    - Veterans Pension -or Survivors Plan

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Filed: 6-25-20 Effective: <u>6-26-20</u>

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

2. Eligibility Requirements (Continued) (6-25-20)

Individuals who do not qualify under any of the above but live on or near a federally recognized reservation may qualify if the consumer, one or more of the consumer's dependents, or the consumer's household receives benefits from at least one of the following programs: (1-20-2020)

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- Bureau of Indian Affairs (BIA) General Assistance
- Tribally Administered Temporary Assistance for Needy Families (Tribal TANF)
- Tribal Head Start (only households that meet the income qualifying standard)
- Food Distribution Program on Indian Reservations (FDPIR)
- c. The applicant signs a document certifying under penalty of perjury that the applicant receives benefits from one of the programs listed and identifying the program or programs from which that consumer receives benefits.
- d. The applicant signs a document agreeing to notify the carrier if that consumer ceases to participate in the program or programs. When the company is notified by the customer that the customer no longer participates in one of the above programs, the federal credits to that customer's monthly charges shall cease beginning with the start of the billing cycle beginning in the month after the month in which notification is received.

## 3. Eligibility Revocation

If the telephone company discovers that conditions exist that disqualify the recipient of Lifeline Assistance, the customer will be de-enrolled from the Lifeline Assistance Program. The customer will be billed retroactively to whichever is the most recent of the dates Lifeline assistance commenced or the recipient no longer qualified for the service not to exceed 12 months.

- 4. Eligibility for the State TAP Credit
  - a. The state TAP credit is only available to residential subscribers who meet the eligibility requirements for the Federal Lifeline discount credit in 2 above.
  - b. The customer must reside in Minnesota or have moved to Minnesota and intend to remain.

Filed: 6-25-20 Effective: 6-26-20

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

## (T)

## 5. Regulations

- a. The Federal Lifeline and state TAP credit will begin at the customer's earliest possible billing cycle but no later than the second billing cycle after the date the application for the Federal Lifeline and state TAP credit is received by the telephone company.
- b. A service charge shall not be billed to establish qualification for either the Federal Lifeline or state TAP credit.
- c. When a customer enrolls for the state TAP credit, the Company is reimbursed for the cost of the service order activity.

# 6. Funding

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

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## 7. Rates

State TAP Surcharge

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

Monthly Rate

State TAP Credit Note 1

Federal Lifeline Credit \* Note 2

Note 1: The State TAP credit is the effective rate ordered by the Minnesota Public Utilities Commission. Information regarding the Credit rate can be accessed at the Minnesota Department of Commerce Web site at: http://mn.gov/commerce/

Note 2: The Federal Lifeline credit is the effective rate ordered by the Federal Communications Commission (FCC). Information regarding the Credit rate can be accessed at the FCC Web site at: <a href="http://www.fcc.gov/">http://www.fcc.gov/</a>

<sup>\*</sup> Additional support is available for residents of Tribal Lands, see Section 5, Page 24, 1(a).

# PAUL BUNYAN RURAL TELEPHONE COOPERATIVE d/b/a PAUL BUNYAN COMMUNICATIONS BEMIDJI, MINNESOTA

Section 5 Page 27

# **GENERAL SERVICES**

(Reserved For Future Use)

Effective: <u>10-31-11</u>

## **LINE EXTENSION CHARGES**

#### A. General

Line extensions are the additions made to line facilities of the Company beyond those now existing up to the demarcation point.

B. Rates Charge 1. Line extensions and additions: a. Additions to plant along existing exchange telephone circuits of the Company No Charge b. Extension to plant beyond existing exchange circuits of the Company along public roads or on private property: 1) Free footage allowance: a) The Company will construct at its expense a maximum of 1,320 feet of line extension per (C) applicant. This free footage may be on private property or along public or private roads. (4/28/20) No Charge 2) Extensions to plant exceeding free footage allowance: Per foot a) Installations over 1,320 feet (4/28/20) (C) charges apply

Line Extension charge rate per foot will be set by the company and is subject to change annually. (C) Rate will be made available to applicant in advance of work. All the above measurements are from the main line to the applicant's demarcation point. (4/28/20)

Issued <u>4-28-20</u> Effective: <u>5-1-20</u>

# LINK-UP SERVICE CONNECTION PROGRAM (Available only on Tribal Lands)

# 1. General (6-25-20)

The Link-Up Service Connection Program is a federally sponsored assistance program under 47 CFR Section 54 and is designed to make telephone service accessible to eligible residents of Tribal Lands, if the subscriber's location is rural as defined in 47 CFR Section 54.505(b)(3)(i) and (ii), who are seeking telecommunications services from a telecommunications carrier that is receiving high-cost support on rural Tribal Lands.. Through this program, the customary charge for the initial installation of the main access line will be discounted. The remaining portion of the customary charge for commencing telecommunications service, up to \$200, may be installment billed, interest-free, over a period of one year.

Residents of Tribal Lands may qualify for a reduction of up to \$100 to cover 100% of the customary charges for commencing telecommunications service to connect the subscriber to the network, including facilities based line extension or construction charges needed to initiate service.

## 2. Eligibility Requirements

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

- a. This discount applies on a single line at the principal place of residence for the applicant.
- b. Applicant can receive the benefit of the Link-Up Program a second or subsequent time only for a principal place of residence with an address different from the residence address at which Link-Up assistance was previously provided.
- c. Applicant signs document certifying under penalty of perjury that the consumer has income at or below 135 percent of the Federal Poverty Guidelines or receives benefits from at least one of the following programs: (6-25-20)
  - Medicaid
  - Supplemental Nutrition Assistance Program (SNAP)
  - Supplemental Security Income
  - Federal Public Housing Assistance
  - Veterans and Survivors Pension Benefits

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

- Bureau of Indian Affairs General Assistance
- Tribally Administered Temporary Assistance for Needy Families
- Head Start (only for those meeting its income qualifying standard)
- Food Distribution Program on Indian Reservations (FDPIR)

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Filed: 6-25-20 Effective: 6-26-20

# LINK-UP SERVICE CONNECTION PROGRAM (Available only on Tribal Lands) (Continued)

# (T)

# 2. Eligibility Requirements (Continued)

d. Applicant agrees to notify the carrier if that consumer ceases to participate in any of the above listed federal assistance programs.

## 3. Credit and Collections

#### a. Credit Reference

The credit verification procedures used for all applicants who apply for service will also be used for applicants who apply for service under the Link-Up program.

# b. Deposits

The deposit standards used for all applicants who apply for service will also be used for applicants who apply for service under the Link-Up program. The Link-Up program does not reduce or eliminate any permissible security deposits.

## c. Collection Standards

Once service has been established for a Link-Up applicant, he or she will be expected to adhere to the same bill payment policies expected of any other customer.

# PAUL BUNYAN RURAL TELEPHONE COOPERATIVE d/b/a PAUL BUNYAN COMMUNICATIONS BEMIDJI, MINNESOTA

Section 5 Page 31

# **GENERAL SERVICES**

(Reserved for Future Use)

Effective: <u>10-31-11</u>

## **LOOP LEASE**

#### A. General

Loop Lease is a circuit provided for private lines, data loops, etc. to furnish communications between two or more terminations directly connected to it. Such terminations do not have access to the general exchange and interexchange networks. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

В.	Rates		Monthly Rate *	Non Recurring Charges	(C)
	1.	First ¼ mile or fraction thereof per cable pair	\$ 2.50	N/A	
	2.	Each addition ¼ mile or fraction thereof	1.00		
	3.	Per termination, except in the central office or at the junction of the main cable and spur cable, each	N/A	#	

## C. Conditions

- 1. Loop leases are measured airline from one station or terminal to the next station or terminal via any Central Office reached or traversed by the loop.
- 2. Mileage charges will be computed between the terminations.
- 3. Special repeater or other line treatment, where required, will be provided at rates and charges to be established when specific requirements are known.
- \* New installations of this service are grandfathered as of 6-1-15 and will no longer be offered.

# See applicable Service Charges

Effective: 6-1-15

(C)

## **MILEAGE CHARGES**

#### A. General

This service involves the furnishing of off premises extension service on premises other than that on which the access line for the class and grade of service is located within the exchange area of the Company.

### B. Rates

	Monthly Rate * (C)
Per ¼ mile or part thereof	\$ 1.50

#### C. Conditions

- 1. Mileage applicable to off premises business, residence, Centrex, PBX or Key extension stations located on premises, other than those on which the main stations or switchboard are located, will be determined in the following manner:
  - a. When the terminals are located in the same Central Office area, the off premises mileage measurement is the air-line distance between the terminals.
  - b. If the line passes through a Central Office, the air-line mileage must include the Central Office.
- 2. The total monthly rate for mileage service will be the sum of the basic rate for the primary service furnished, as set forth in local exchange tariffs, and the appropriate mileage charges above.
- 3. When facilities must be constructed to provide service to applicant, charges shall be determined as set forth under Line Extension Charges filed in this section.

\* New installations of this service are grandfathered as of 6-1-15 and will no longer be offered.

(C)

# TELECOMMUNICATIONS ACCESS MINNESOTA (TAM)

### 1. Definition

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

## 2. Eligibility for Communications Devices

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

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

# 3. Eligibility for Wiring Installation

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

## 4. Funding

The program is funded through a surcharge on residence and business access lines which pay the 911 surcharge.

## 5. Rates

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

# PBX OFF PREMISE EXTENSION LINE

# A. General

1. Where a PBX extension line is not located on the same premises as the associated PBX switchboard, but is at a point within the same exchange, it is termed a PBX Off Premise Extension Line.

## B. Rate

1. For each local channel to a different building within 5,000 feet of the central office the rate shall be one half the PBX trunk rate.

### SCHOOL CLASSROOM SERVICE

#### A. General

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

#### B. Rate

Residential One Party rate

## C. Conditions

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

Section 5 Page 37

**GENERAL SERVICES** 

### TOLL RESTRICTION SERVICE

#### A. GENERAL

- 1. Toll restriction service provides denial of outgoing long distance calls for central office access lines or trunks.
- 2. This service is provided only where central office capabilities permit the offering.

B. Rates	Monthly Rate	Non Recurring  Charges
<ol> <li>Toll Restriction Service (outgoing calls only)</li> </ol>	No Charge	*

#### C. CONDITIONS

- 1. The customer shall not be permitted to place outgoing calls to an operator or any part of the long distance network when this service is in effect.
- 2. Incoming calls are not restricted.

\* See applicable service charges.

### **VACATION RATE**

#### A. General

Vacation Rate Service is provided to residence and single line business customers whose requirements for telephone services are less than that which might normally be provided in any 12 month period.

#### B. Rates

- 1. The monthly rate will be based upon 50% of the regular rate for the basic and associated additional services suspended for a minimum of 30 days.
- 2. No other charges will apply for the suspension and subsequent restoral of service.

#### C. Conditions

- 1. Vacation Rate Service will be furnished under the following conditions:
  - a. Available to all grades of residence and single line business exchange service.
  - b. Charges may be billed in total prior to the connection of service or monthly at the option of the Company.

Section 5 Page 40 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 41 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 42 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 43 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Effective: 9-1-17

Section 5 Page 44 Revision 3

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 45 Revision 1

## **GENERAL SERVICES**

RESERVED FOR FUTURE USE

(D)

Section 5 Page 46 Revision 1

## GENERAL SERVICES

RESERVED FOR FUTURE USE

(D)

Section 5 Page 47 Revision 1

## GENERAL SERVICES

RESERVED FOR FUTURE USE

(D)

Section 5 Page 48 Revision 1

## GENERAL SERVICES

RESERVED FOR FUTURE USE

(D)

Section 5 Page 48.1 Revision 1

## **GENERAL SERVICES**

RESERVED FOR FUTURE USE

(D)

Section 5 Page 52 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 53 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 54 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 55 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

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

#### 1. Regulations

- A. The charges applicable to direct inward dialing service contemplate the use of standard Company equipment and serving arrangements. When equipment or service of a special type is requested and provided, rates and charges based on the additional costs involved to meet the requirements of each case will apply.
- B. The rates and charges specified are in addition to the rates and charges for other services or facilities with which this service is associated.
- C. The Company will assign line numbers for direct inward dialing in blocks of numbers. When additional numbers are required, they will be made available as soon as the Company has equipment available for this purpose. The Company does not guarantee that line numbers will be made available in all cases.

#### 2. Rates

			Charges (1)	
			Non-Recurring	Monthly
A.	Lin	e Number Charges		
	1.	Initial minimum group of 25 line numbers assigned	\$ 150.00	\$ 25.00
	2.	Subsequent group of line numbers assigned (first 100) <ul><li>a. 25 line numbers</li><li>b. 5 line numbers</li></ul>	35.00 35.00	15.00 3.75
	3.	Subsequent group of line numbers assigned (after first a. 25 line numbers b. 5 line numbers	100) 35.00 35.00	10.00 3.75
	4.	Add, change to or from, or rearrangement  a. Block of 25 numbers  b. Block of 5 numbers	35.00 35.00	

(1) Applies in addition to applicable non-recurring and monthly charges for required central office trunks.

#### N-11 SERVICES (EXCEPT 911)

#### 811 SERVICES

#### A. General

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

#### B. Terms and Conditions

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

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

- 6. The 811 subscriber is restricted from selling or transferring the 811 code to an unaffiliated entity, either directly or indirectly.
- 7. 811 will not provide calling number information in real time to the 811 subscriber. If the 811 subscriber needs this type of information, the 811 subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.
- 8. Calls to the 811 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 811 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 811 service from areas where 811 service is not provided will be advised that the service is not available from their number.
- 9. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.

10.811 Service is provided where facilities permit.

### N-11 SERVICES (EXCEPT 911) (Continued)

#### 811 SERVICES (Continued)

- B. Terms and Conditions (Continued)
  - 11. The 811 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach relay services provided by dialing 811.
  - 12.811 will be provided under the following conditions:
    - (a) The 811 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to handle calls to 811 without impairing the Company's general telephone service or telephone plant.
    - (b) The 811 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
    - (c) The 811 subscriber will be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.
    - (d) Suspension of 811 Services is not allowed.
    - (e) The 811 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 811. At the Company's request, the 811 subscriber will assist in responding to complaints made to the Company concerning the subscriber's 811 service.
    - (f) The Company will provide both oral and written notification when a 811 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 811. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measure when the 811 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

#### N-11 SERVICES (EXCEPT 911) (Continued)

#### 811 SERVICES (Continued)

- B. Terms and Conditions (Continued)
  - 13. The following conditions apply if the 811 subscriber provides a pre-recorded announcement:
    - (a) The 811 subscriber will provide announcements. The Company will provide only delivery of the call.
    - (b) The Company's provision of access to the 811 network for transmission of announcements or recorded program services is subject to the availability of such facilities and the requirements of the local exchange network.
    - (c) The 811 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including but not limited to, the recorderannouncement equipment producing the recording, advertising and promotional expenses.
    - (d) The 811 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
  - 14. The Company may take all legal and practical steps to disassociate itself from 811 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
  - 15. The Company is not liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.
  - 16. Calls placed to the 811 code will be routed to the point-to number based upon the central office switch and/or the Number Plan Area (NPA) of the calling party. Routing based upon NPA and NXX, ten-digit telephone number or ZIP Codes can be provided where technically feasible.
  - 17.811 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks Centrex Type Services lines, etc.) used for transporting and terminating messages at the 811 subscriber's designated premises.

## N-11 SERVICES (EXCEPT 911) (Continued)

## 811 SERVICES (Continued)

- C. Rate and Charges
  - 1. There will be no charge for the initial establishment of 811 Services.
  - 2. Subsequent point-to-number changes for 811 Services will have a non-recurring charge of \$30.00

Section 5 Page 61 Revision 1

## **GENERAL SERVICES**

(Reserved for Future Use)

(D)

### **EMPLOYEES' TELEPHONE SERVICE**

#### A. General

Employees' Service is offered to all permanent employees at their residence telephones when such telephone service is provided by this Company.

#### B. Rates

- 1. Employees' telephone service will be provided at no charge.
- 2. No charge will be made for installations, moves, or changes associated with employees' telephone service.
- 3. No concessions will be made to employees for toll messages.

#### C. Conditions

- 1. This service is not available when the employee resides in a boarding and/or rooming house. (C)
- 2. One primary listing may be provided.
- 3. Services provided to an employee at no charge will be included in wages as additional compensation where required by income tax regulations.

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

#### 5. Regulations

- a. The Federal Lifeline and state TAP credit will begin at the customer's earliest possible billing cycle but no later than the second billing cycle after the date the application for the Federal Lifeline and state TAP credit is received by the telephone company.
- b. A service charge shall not be billed to establish qualification for either the Federal Lifeline or state TAP credit.
- c. When a customer enrolls for the state TAP credit, the Company is reimbursed for the cost of the service order activity.

## 6. Funding

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

### 7. Rates

State TAP Surcharge

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

Monthly Rate

State TAP Credit Note 1

Federal Lifeline Credit \* Note 2

Note 1: The State TAP credit is the effective rate ordered by the Minnesota Public Utilities Commission. Information regarding the Credit rate can be accessed at the Minnesota Department of Commerce Web site at: <a href="http://mn.gov/commerce/">http://mn.gov/commerce/</a>

Note 2: The Federal Lifeline credit is the effective rate ordered by the Federal Communications Commission (FCC). Information regarding the Credit rate can be accessed at the FCC Web site at: <a href="http://www.fcc.gov/">http://www.fcc.gov/</a>

(T)

(T)

<sup>\*</sup> Additional support is available for residents of Tribal Lands, see Section 5, Page 24, 1(a).

## **GENERAL SERVICES**

(Reserved For Future Use)

### **LINE EXTENSION CHARGES**

#### A. General

Line extensions are the additions made to line facilities of the Company beyond those now existing up to the demarcation point.

B. Rates Charge

- 1. Line extensions and additions:
  - a. Additions to plant along existing exchange telephone circuits of the Company

No Charge

- b. Extension to plant beyond existing exchange circuits of the Company along public roads or on private property:
  - 1) Free footage allowance:
    - a) The Company will construct at its expense a maximum of 2,640 feet of line extension per applicant. This free footage may be on private property or along public or private roads.

No Charge

- 2) Extensions to plant exceeding free footage allowance:
  - a) Installations from 2,640 ft. to 3,960 ft. 12 mos. advance rental Installations from 3,960 ft. to 5,280 ft. 24 mos. advance rental Installations from 5,280 ft. to 6,600 ft. 36 mos. advance rental

For all installations over 6,600 feet, 12 months' rental in advance for each additional 1,320 feet or fraction thereof to be constructed. All the above measurements are from the main line to the applicant's demarcation point.

## LINK-UP SERVICE CONNECTION PROGRAM (Available only on Tribal Lands)

(T)

#### 1. General

The Link-Up Service Connection Program is a federally sponsored assistance program under 47CFR54 and is designed to make telephone service accessible to qualifying low-income residential households who are currently not on the public switched network. Through this program, the service connection charge for the initial installation of the main access line will be discounted. The remaining portion of the service connection charge, up to \$200, may be installment billed, interest-free, over a period of one year.

(D)

Residents of Tribal Lands may qualify for a reduction of up to \$70 to cover 100% of the charges between \$60 - \$130 charges to connect the subscriber to the network, including facilities based line extension or construction charges needed to initiate service.

(T)

### 2. Eligibility Requirements

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

- a. This discount applies on a single line at the principal place of residence for the applicant.
- b. Applicant can receive the benefit of the Link-Up Program a second or subsequent time only for a principal place of residence with an address different from the residence address at which Link-Up assistance was previously provided.
- c. Applicant signs document certifying under penalty of perjury that the consumer has income at or below 135 percent of the Federal Poverty Guidelines or receives benefits from at least one of the following programs:
  - Medicaid/Medical Assistance
  - Food Support/Food Stamps
  - Supplemental Security Income
  - Federal Public Housing Assistance or Section 8
  - Low Income Home Energy Assistance Program (LIHEAP)
  - National School Lunch Program's Free Lunch Program
  - Temporary Assistance for Needy Families (Minnesota Family Investment Program, or MFIP)

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

- Bureau of Indian Affairs General Assistance
- Tribally Administered Temporary Assistance for Needy Families
- Head Start (only for those meeting its income qualifying standard)
- National School Lunch Program's free lunch program
- Food Distribution Program on Indian Reservations (FDPIR)

(N)

Effective: 4-1-12

### LINK-UP SERVICE CONNECTION PROGRAM (Available only on Tribal Lands) (Continued)

(T)

- 2. Eligibility Requirements (Continued)
  - d. Applicant agrees to notify the carrier if that consumer ceases to participate in any of the above listed federal assistance programs.
- 3. Credit and Collections
  - a. Credit Reference

The credit verification procedures used for all applicants who apply for service will also be used for applicants who apply for service under the Link-Up program.

b. Deposits

The deposit standards used for all applicants who apply for service will also be used for applicants who apply for service under the Link-Up program. The Link-Up program does not reduce or eliminate any permissible security deposits.

c. Collection Standards

Once service has been established for a Link-Up applicant, he or she will be expected to adhere to the same bill payment policies expected of any other customer.

Effective: 4-1-12

## **GENERAL SERVICES**

(Reserved for Future Use)

### **LOOP LEASE**

#### A. General

Loop Lease is a circuit provided for private lines, data loops, etc. to furnish communications between two or more terminations directly connected to it. Such terminations do not have access to the general exchange and interexchange networks. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

В.	Rates	Monthly Rate *	Non Recurring Charges	(C)
	1. First ¼ mile or fraction thereof per cable pair	\$ 2.50	N/A	
	2. Each addition ¼ mile or fraction thereof	1.00		
	3. Per termination, except in the central office or at the junction of the main cable and spur cable, each	N/A	#	

#### C. Conditions

- 1. Loop leases are measured airline from one station or terminal to the next station or terminal via any Central Office reached or traversed by the loop.
- 2. Mileage charges will be computed between the terminations.
- 3. Special repeater or other line treatment, where required, will be provided at rates and charges to be established when specific requirements are known.
- \* New installations of this service are grandfathered as of 6-1-15 and will no longer be offered. (C)

# See applicable Service Charges

Effective: 6-1-15

#### MILEAGE CHARGES

#### A. General

This service involves the furnishing of off premises extension service on premises other than that on which the access line for the class and grade of service is located within the exchange area of the Company.

#### B. Rates

B. Rates	Monthly Rate *	(C)
Per ¼ mile or part thereof	\$ 1.50	

#### C. Conditions

- 1. Mileage applicable to off premises business, residence, Centrex, PBX or Key extension stations located on premises, other than those on which the main stations or switchboard are located, will be determined in the following manner:
  - a. When the terminals are located in the same Central Office area, the off premises mileage measurement is the air-line distance between the terminals.
  - b. If the line passes through a Central Office, the air-line mileage must include the Central Office.
- 2. The total monthly rate for mileage service will be the sum of the basic rate for the primary service furnished, as set forth in local exchange tariffs, and the appropriate mileage charges above.
- 3. When facilities must be constructed to provide service to applicant, charges shall be determined as set forth under Line Extension Charges filed in this section.

\* New installations of this service are grandfathered as of 6-1-15 and will no longer be offered.

(C)

Effective: 6-1-15

### TELECOMMUNICATIONS ACCESS MINNESOTA (TAM)

#### 1. Definition

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

## 2. Eligibility for Communications Devices

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

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

#### 3. Eligibility for Wiring Installation

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

#### 4. Funding

The program is funded through a surcharge on residence and business access lines which pay the 911 surcharge.

## 5. Rates

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

## PBX OFF PREMISE EXTENSION LINE

#### A. General

1. Where a PBX extension line is not located on the same premises as the associated PBX switchboard, but is at a point within the same exchange, it is termed a PBX Off Premise Extension Line.

#### B. Rate

1. For each local channel to a different building within 5,000 feet of the central office the rate shall be one half the PBX trunk rate.

## SCHOOL CLASSROOM SERVICE

#### A. General

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

### B. Rate

Residential One Party rate

#### C. Conditions

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

Section 5 Page 37

## **GENERAL SERVICES**

## TOLL RESTRICTION SERVICE

#### A. GENERAL

- 1. Toll restriction service provides denial of outgoing long distance calls for central office access lines or trunks.
- 2. This service is provided only where central office capabilities permit the offering.

В.	Rates	Monthly Rate	Non Recurring Charges	
	Toll Restriction Service     (outgoing calls only)	No Charge	*	

## C. CONDITIONS

- 1. The customer shall not be permitted to place outgoing calls to an operator or any part of the long distance network when this service is in effect.
- 2. Incoming calls are not restricted.

See applicable service charges.

### **VACATION RATE**

#### A. General

Vacation Rate Service is provided to residence and single line business customers whose requirements for telephone services are less than that which might normally be provided in any 12 month period.

#### B. Rates

- 1. The monthly rate will be based upon 50% of the regular rate for the basic and associated additional services suspended for a minimum of 30 days.
- 2. No other charges will apply for the suspension and subsequent restoral of service.

#### C. Conditions

- 1. Vacation Rate Service will be furnished under the following conditions:
  - a. Available to all grades of residence and single line business exchange service.
  - b. Charges may be billed in total prior to the connection of service or monthly at the option of the Company.

Section 5 Page 40 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 41 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 42 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 43 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 44 Revision 3

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

RESERVED FOR FUTURE USE

(D)

Section 5 Page 46 Revision 1

## GENERAL SERVICES

RESERVED FOR FUTURE USE

(D)

Section 5 Page 47 Revision 1

## **GENERAL SERVICES**

RESERVED FOR FUTURE USE

(D)

Section 5 Page 48 Revision 1

## GENERAL SERVICES

RESERVED FOR FUTURE USE

(D)

Section 5 Page 48.1 Revision 1

## **GENERAL SERVICES**

RESERVED FOR FUTURE USE

(D)

Section 5 Page 49 Revision 1

## GENERAL SERVICES

RESERVED FOR FUTURE USE

(D)

RESERVED FOR FUTURE USE

(D)

Section 5 Page 51 Revision 1

## **GENERAL SERVICES**

RESERVED FOR FUTURE USE

(D)

Section 5 Page 52 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 53 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 54 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

Section 5 Page 55 Revision 1

## **GENERAL SERVICES**

## RESERVED FOR FUTURE USE

(Prior information relocated to Section 10)

(M)

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

## 1. Regulations

- A. The charges applicable to direct inward dialing service contemplate the use of standard Company equipment and serving arrangements. When equipment or service of a special type is requested and provided, rates and charges based on the additional costs involved to meet the requirements of each case will apply.
- B. The rates and charges specified are in addition to the rates and charges for other services or facilities with which this service is associated.
- C. The Company will assign line numbers for direct inward dialing in blocks of numbers. When additional numbers are required, they will be made available as soon as the Company has equipment available for this purpose. The Company does not guarantee that line numbers will be made available in all cases.

#### 2. Rates

			Charges (1)		
			Non-Recurring	Monthly	
A.	Lin	e Number Charges			
	1.	Initial minimum group of 25 line numbers assigned	\$ 150.00	\$ 25.00	
	2.	Subsequent group of line numbers assigned (first 100) a. 25 line numbers b. 5 line numbers	35.00 35.00	15.00 3.75	
	3.	Subsequent group of line numbers assigned (after first a. 25 line numbers b. 5 line numbers	35.00 35.00	10.00 3.75	
	4.	Add, change to or from, or rearrangement <ul><li>a. Block of 25 numbers</li><li>b. Block of 5 numbers</li></ul>	35.00 35.00		

(1) Applies in addition to applicable non-recurring and monthly charges for required central office trunks.

### N-11 SERVICES (EXCEPT 911)

### 811 SERVICES

### A. General

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

#### B. Terms and Conditions

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

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

- 6. The 811 subscriber is restricted from selling or transferring the 811 code to an unaffiliated entity, either directly or indirectly.
- 7. 811 will not provide calling number information in real time to the 811 subscriber. If the 811 subscriber needs this type of information, the 811 subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.
- 8. Calls to the 811 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 811 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 811 service from areas where 811 service is not provided will be advised that the service is not available from their number.
- 9. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.
- 10.811 Service is provided where facilities permit.

### N-11 SERVICES (EXCEPT 911) (Continued)

## 811 SERVICES (Continued)

- B. Terms and Conditions (Continued)
  - 11. The 811 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach relay services provided by dialing 811.
  - 12.811 will be provided under the following conditions:
    - (a) The 811 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to handle calls to 811 without impairing the Company's general telephone service or telephone plant.
    - (b) The 811 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
    - (c) The 811 subscriber will be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.
    - (d) Suspension of 811 Services is not allowed.
    - (e) The 811 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 811. At the Company's request, the 811 subscriber will assist in responding to complaints made to the Company concerning the subscriber's 811 service.
    - (f) The Company will provide both oral and written notification when a 811 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 811. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measure when the 811 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

## N-11 SERVICES (EXCEPT 911) (Continued)

## 811 SERVICES (Continued)

- B. Terms and Conditions (Continued)
  - 13. The following conditions apply if the 811 subscriber provides a pre-recorded announcement:
    - (a) The 811 subscriber will provide announcements. The Company will provide only delivery of the call.
    - (b) The Company's provision of access to the 811 network for transmission of announcements or recorded program services is subject to the availability of such facilities and the requirements of the local exchange network.
    - (c) The 811 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including but not limited to, the recorderannouncement equipment producing the recording, advertising and promotional expenses.
    - (d) The 811 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
  - 14. The Company may take all legal and practical steps to disassociate itself from 811 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
  - 15. The Company is not liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.
  - 16. Calls placed to the 811 code will be routed to the point-to number based upon the central office switch and/or the Number Plan Area (NPA) of the calling party. Routing based upon NPA and NXX, ten-digit telephone number or ZIP Codes can be provided where technically feasible.
  - 17.811 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks Centrex Type Services lines, etc.) used for transporting and terminating messages at the 811 subscriber's designated premises.

## N-11 SERVICES (EXCEPT 911) (Continued)

## 811 SERVICES (Continued)

- C. Rate and Charges
  - 1. There will be no charge for the initial establishment of 811 Services.
  - 2. Subsequent point-to-number changes for 811 Services will have a non-recurring charge of \$30.00

Section 5 Page 61 Revision 1

## GENERAL SERVICES

(Reserved for Future Use)

(D)

Effective: 6-1-15

#### A. GENERAL

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

#### B. CHARGES

1. Service Order Charge - New Service \$ 10.00 - Existing Service \$ 6.00

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

2. Central Office Connection Charge (Per Line)

\$ 9.50

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

3. Premise Visit Charge

\$ 15.00

This charge will apply whenever an installer must perform any function on a customer's premise up to and including the lightning arrestor (the demarcation point), including the travel from the serving office. It does not include normal maintenance work.

### B. CHARGES (Continued)

4. Maintenance Visit Charge

Regular Time Overtime \$ 85.00 \$ 127.50

This charge will apply for service calls by company employees to the customer's premises where a service difficulty or trouble report results from customer provided equipment and/or inside wiring and not from the Telephone Company's facilities.

5. Reconnect Charge

\$ 25.00

This charge covers service order and central office work needed to reconnect a customer's service at an existing location.

6. Dishonored Check Charge

\$ 20.00

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

- 7. Rearrangement Charge for Drop Wire, Outside Circuit and/or Protector
  - a. This charge covers the rearrangement of a drop wire, outside circuit and/or protector initiated by the action of a customer. An existing service order charge and premise visit charge as specified in this section will be applicable plus \$30.00 per arrangement.
  - b. Charges for rearrangements are not applicable if the rearrangement, move, or change is required by the Company for the continuation of satisfactory service.
- 8. New Installation Charge

\$ 34.50

This charge covers the time involved to install one average\* complete outside circuit initiated by the request of a subscriber to provide an average telephone circuit in accordance with industry standards. This charge includes all materials, labor, and trenching equipment.

(T)

\*Average is defined as up to 1,320 feet of drop wire. If the installation exceeds the average length, the Line Extension charges in Section 5, page 28 also apply. (4/28/2020

(C)

9. Initial Activation Fee

\$ 10.00

This charge applies to the initial activation of telephone service to an existing location.

Issued: 4-28-20 Effective: 5-1-20

#### C. CONDITIONS

- 1. When business or residence service is established for a different customer and all of the facilities are reconnected in place without any change, only the applicable service connection charge(s) will apply to the entire service.
- 2. Service Connection Charges apply to residence or business premises for:
  - a. Establishing Service.
  - b. Reconnections or re-establishment of service.
  - c. Move of service from one premise to another.
  - d. Assumption of service with a change in responsibility or ownership.
  - e. Number change or grade of service change request by the customer.
- 3. Service Connection Charges DO NOT apply:
  - a. When a change is made and initiated by the Company, for the convenience of the Company, such as a change in customer's telephone number, etc.
  - b. When telephone service is re-established at a secondary location immediately following the rendering of a customer's primary location as unfit for occupancy, due to fire, flood, etc. At the option of the Company, a different telephone number may be used.
- 4. Reconnect Charges Apply:
  - a. When service has been disconnected for nonpayment and satisfactory arrangements were not made prior to the preparation of a disconnect, charges will be made applicable as to work needed to make the disconnect.
  - b. When a customer is billed on a seasonal basis or pays only for portion of a calendar year without paying a vacation rate.
  - c. If service is disconnected for any reason and remains disconnected for six months or more, all applicable charges necessary to restore service will be made as if this was a request for new service.

(C)

## INTEREXCHANGE ACCESS SERVICE

## General ILEC Exchanges

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

1 (4)									
A.	Or	ginating Switched Access Rates (excluding dedicated transport and Miscellaneous Services)				(C)			
					Non- Recurring	ILEC Exchange Rates			
					Charge		Originating		(C)
	1.	. Carrier Common Line Rates		r Common Line Rates		\$	.025506/MOU		(C)
									(M)
	2.	. Switched Rates							
		a.	Lo	cal Switching			.0352/MOU		(C)
		b.		ansitional Interconnection narge per Local Switch MOU			.0000/MOU		(C)
							.0000/11/00		
		C.	Ta	indem Switched Transport #					(T)
			1.	Termination			.001771/MIN		(C)
			2.	Facility		.00	00340/Minute Mile		(C)
			3	Reserved			NA		(C)
			4.	Installation	290.13				
	3.	DA	\ Inf	ormation Surcharge			.0290/100MOU		(C)
	Access Adjustment Rate     Credit (Note 1)						003459/MOU		(C)
			٠.	,			.500 100/11/00		

# Effective 7-3-12 Intrastate switched transport was converted to Interstate Local Transport Restructure (LTR).

(Note 1): Pursuant to order by MPUC approving settlement agreement in MPUC Docket No.: P-3012 et al/C-07-1197.

(M) Tariff material moved to Section 7, Page 5.

Effective: 7-2-13

#### INTEREXCHANGE ACCESS SERVICE

# **General CLEC Exchanges**

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

(C)

A. Originating Switched Access Rates (excluding dedicated transport and Miscellaneous Services)

Originating Switched Access Rates (excluding dedicated transport and Miscellaneous Service)					
			Non- Recurring Charge	CLEC Exchanges Rates Originating	(C)
	1.	Carrier Common Line Rates (Note 1)	\$	\$ .025506/MOU	
					(M)
	2.	Switched Rates			
		a. Local Switching		.0352/MOU	(C)
		b. Transitional Interconnection Charge per Local Switch MOU		.0000/MOU	(C)
		c. Tandem Switched Transport # 1. Termination		.003702/MIN	(C)
		2. Facility		.000388/Minute Mile	(C)
		3. Installation	290.13		(T)
	3.	DA Information Surcharge		.0290/100MOU	(C)*(M)
	4.	Access Adjustment Rate Credit (Note 1)		003459/MOU	(C) (C)*(M)

# Effective 7-3-12 Intrastate switched transport will be billed using Interstate Local Transport Restructure (LTR).

(Note 1): Pursuant to order by MPUC approving settlement agreement in MPUC Docket No.: P-3012 et al/C-07-1197.

- (M) Tariff material moved to Section 7, Page 5.
- \*(M) Tariff material previously located on Section 7, Page 1.2.

Effective: 7-2-13

# INTEREXCHANGE ACCESS SERVICE

		Rates	
В.	Terminating Switched Access Rates (Excluding dedicated transport)	See Minnesota Independent Section 10 B.	Access Tariff
C.	Originating and Terminating Switched Access Dedicated Transport and Miscellaneous Rates	See Minnesota Independent Section 10 C.	Access Tariff
D.	VoIP –PSTN Access Rates	See Minnesota Independent Section 10 A.	Access Tariff
		Non-	
		Recurring Charge	Rate
E.	Directory Assistance		
	DA Credit Allowance		
	<ol> <li>Transitional</li> <li>Premium FGA, FGB</li> <li>Premium FGC, FGD</li> </ol>	\$	.0161/Call .0278/Call .0356/Call
	<ol> <li>DA Service Call</li> <li>Directory Transport</li> </ol>		.50/Call .0167/Call
F.	Recording		.0170/msg
G.	Special Access Rates		
	Special Access Voice Grade (1)		
	Channel Termination		
	Two wire	\$ 222.24	\$ 33.12
	Four Wire	\$ 222.24	\$ 46.8
	Channel Mileage Facility		\$ 2.41/m
	Channel Mileage Termination		\$ 14.09
	Signaling capability		\$ 14.89

Note 1 Special Access Voice Grade services are provided for 911 facilities only

Section 7 Page 2 Revision 2

	INTEREXCHANGE ACCESS SERVICE				
G.	Special Access Rates (Continued)	NRC	Rate	-	

(D)

Section 7 Page 3 Revision 2

INTEREXCHANGE ACCESS SERVICE NRC Monthly G. Special Access Rates (Continued) (D) (D) 1. Special Access Digital Data 1. Channel Termination (D) 56.0 Kbps 105.97 207.78 2. Channel Mileage Facility (D) 56.0 kbps 4.83/Mi

Section 7 Page 4 Revision 2

# INTEREXCHANGE ACCESS SERVICE

					 NRC	 Rate	
G.	Sp	ecia	l Ac	cess Rates (Continued)			
	1.	Sp	ecia	l Access Digital Data (Continued)			
		3.	Ch	annel Mileage Termination			
							(D)
			1.	56.0 kbps		\$ 28.18	
							(D)
							(- )
			2.	Channel Service Unit			
							<b>(D)</b>
							(D)
				56.0 kbps		21.73	
	2.	Sp	ecia	I Access High Capacity			
		1.	Ch	annel Termination			
			1.	1.544 mbps	\$ 381.10	217.71	
		2.	Ch	annel Mileage Facility			
				64 kbps		1.29/Mi	
			2.			31.91/Mi	
		3.	Ch	annel Mileage Termination			
			1.			17.77	
		4	2.	1.544 mbps		178.15	
		4.		ıltiplexing			
			1. 2.	DS1 to Voice DS1 to DSO		360.44 624.91	
							(D)

(D)

# INTEREXCHANGE ACCESS SERVICE

				1	NRC	 Rate	
G.	Sp	ecia	Access Rates (Continued)				(T)
	8.	Ord	dering Option Rates				(M)
		a.	Service Date Change Charge	\$	28.94		
		b.	Design Change Charge		62.52		
		C.	Access Order Charge		76.00		(M)
	9.	Ad	ditional Engineering				(T)
		a. b. c.	Misc. Service Order Charge Basic Time Overtime			\$ 18.27 16.17½ hr. 19.18½ hr.	
	10.	Ad	ditional Labor				
		a.	Installation & Repair				
			<ol> <li>Overtime</li> <li>Premium</li> </ol>			14.03½ hr. 16.10½ hr.	
		b.	Stand by				
			<ol> <li>Basic</li> <li>Overtime</li> <li>Premium</li> </ol>			11.96½ hr. 14.03½ hr. 16.10½ hr.	
		C.	Testing and Maintenance				
			<ol> <li>Basic - I/R Technician</li> <li>Overtime - I/R Technician</li> <li>Premium - I/R Technicians</li> </ol>			11.96½ hr. 14.03½ hr. 16.10½ hr.	
		d.	Testing and Maintenance				
			<ol> <li>Basic CO Technician</li> <li>Overtime CO Technician</li> <li>Premium CO Technician</li> </ol>			12.68½ hr. 15.04½ hr. 17.40½ hr.	
		e.	Restoration Priority	\$	54.63		
		f.	Additional Automatic Testing		2.89		
Н.	Intr	aLA	TA Presubscription				(T)
	1. 2.		nual chanized		5.50 1.25		

(M) Tariff material previously located on Section 7 pages 1 and 1.1.

Effective: <u>7-2-13</u>

Section 7 Page 6 Revision 1

# INTEREXCHANGE ACCESS SERVICE

		R	ate	(D)
l.	800 Data Base Access Service Queries			(T)
	1. Basic Per Query	\$	.0080	
	2. Vertical Per Query		.0084	

Effective: 7-2-13

#### INTEREXCHANGE ACCESS SERVICE

#### J. Extended Term DS1 Service

(T)

When a Paul Bunyan DS1 customer orders service for 36 or 60 months, the following charges apply. Customers are required to sign a service agreement for the applicable service period.

		 NRC	Rate
1.	36 Months		
	<ol> <li>Channel Termination</li> <li>Channel Mileage Facility</li> <li>Channel Mileage Termination</li> </ol>	\$ 381.10	\$ 152.40 22.34 124.71
2.	60 Months		
	<ol> <li>Channel Termination</li> <li>Channel Mileage Facility</li> <li>Channel Mileage Termination</li> </ol>	381.10	108.86 15.96/Mi 89.08

#### 3. Discontinuance of Service

If service is discontinued prior to the completion of the commitment period, the customer will pay the difference between the monthly rate and the applicable specified period rate for the time that the facilities were in service plus 10% of the monthly rate for the remaining service period.

Effective: <u>7-2-13</u>

Section 7 Page 8 Revision 2

#### INTEREXCHANGE ACCESS SERVICE

# K.. Ethernet Transport Service

(N)

The Company hereby concurs with the terms and conditions of the Minnesota Independent Intrastate Access Tariff for the provision of Ethernet Transport Service

Rates charged for ETS services are based on term of service, volume of business, Service Level Agreement (SLA) requirements and other factors which may vary from case to case.. As such, ETS rates will be negotiated on an individual Case Basis (ICB). The Company will make the terms and conditions of ICB contracts available to the Public Utilities Commission and Department of Commerce upon request.

### **PACKAGE DISCOUNTS**

#### A. General

- 1. Packages are available in all exchanges. The package rate is the same for each exchange.
- 2. Customers who subscribe to a package may choose from any of the services listed within that package. They do not have to activate all the features within a package.
- 3. Additional features not included in the package may be purchased separately at their individual price as specified in other sections of this tariff.
- 4. Nonrecurring charges will apply as specified in Section 6 of this tariff.

#### B. Package Offerings

1. Simple Connect

Monthly \$25.95

(1)

#### **Local Service:**

Residential Service – 1 line Interstate Access Charge Touch Tone Service

#### **Custom Calling Features:**

Call Forwarding – Busy Line Call Forwarding – No Answer Speed Calling – 30 number Call Waiting Three-way Calling

#### **Enhanced Calling Features:**

Calling Number Delivery with Name
Call Waiting – Calling Number Delivery
Caller Number Delivery with Name Blocking
Anonymous Call Rejection

#### Other Services:

Basic Voice Mail Visual Message Waiting Indication Inside Wire Maintenance

### PACKAGE DISCOUNTS - (Cont'd)

.Package Offerings - (Cont'd)

#### 2. Net Connection Plan

#### **Phone Service:**

All service included in Simple Connect Package

#### **Broadband Internet:**

Up to 20 MB with local Tech Support

**Monthly \$69.95** 

# 3. Digital Connection 1

#### **Phone Service:**

All service included in Simple Connect Package

#### **Digital Television:**

**PBTV** 

PBTV on Demand

With Paul Bunyan TV With Paul Bunyan Fusion TV Monthly \$118.00 (l) Monthly \$123.00 (l)

#### 4. PBTV Lite Connection 1

#### **Phone Service:**

All service included in Simple Connect Package

#### **Digital Television:**

PBTV-Lite

PBTV on Demand

With Paul Bunyan TV With Paul Bunyan Fusion TV Monthly \$76.00 Monthly \$81.00

#### PACKAGE DISCOUNTS - (Cont'd)

.Package Offerings – (Cont'd)

#### 5. Digital Connection 2

#### **Phone Service:**

All service included in Simple Connect Package

#### **Broadband Internet:**

Up to 20 MB with local Tech Support

#### **Digital Television:**

**PBTV** 

PBTV on Demand

With Paul Bunyan TV
With Paul Bunyan Fusion TV

Monthly \$148.00 (I) Monthly \$153.00 (I)

#### 6. PBTV Lite Connection 2

#### **Phone Service:**

All service included in Simple Connect Package

#### **Broadband Internet:**

Up to 20 MB with local Tech Support

#### **Digital Television:**

PBTV - Lite

PBTV on Demand

With Paul Bunyan TV With Paul Bunyan Fusion TV Monthly \$106.00 Monthly \$111.00

Section 8 Page 4 Revision 10

#### SERVICE PACKAGES

#### PACKAGE DISCOUNTS - (Cont'd)

.Package Offerings – (Cont'd)

#### 7. Digital Connection 3

#### **Phone Service:**

All service included in Simple Connect Package

# **Digital Television:**

PBTV PBTV on Demand 48 Premium Movie Channels

With Paul Bunyan TV With Paul Bunyan Fusion TV Monthly \$155.00 (l)
Monthly \$160.00 (l)

# 8. PBTV Lite Connection 3

#### **Phone Service:**

All service included in Simple Connect Package

#### **Digital Television:**

PBTV - Lite PBTV on Demand 48 Premium Movie Channels

With Paul Bunyan TV
With Paul Bunyan Fusion TV

Monthly \$113.00 Monthly \$118.00

#### PACKAGE DISCOUNTS - (Cont'd)

.Package Offerings – (Cont'd)

#### 9. Ultimate Connection

#### **Phone Service:**

All service included in Simple Connect Package

#### **Broadband Internet:**

Up to 30 MB with local Tech Support

#### **Digital Television:**

**PBTV** 

PBTV on Demand

48 Premium Movie Channels

With Paul Bunyan TV

With Paul Bunyan Fusion TV

Monthly \$195.00 (I)

Monthly \$200.00 (I)

#### 10. Ultimate Connection 2

#### **Phone Service:**

All service included in Simple Connect Package

#### **Broadband Internet:**

Up to 30 MB with local Tech Support

#### **Digital Television:**

PBTV
PBTV on Demand
48 Premium Movie Channels
PBTV Extra
PBTV Sports

With Paul Bunyan TV
With Paul Bunyan Fusion TV

Monthly \$212.00 (l) Monthly \$217.00 (l)

Section 8 Page 6 Revision 5

#### SERVICE PACKAGES

# PACKAGE DISCOUNTS - (Cont'd)

.Package Offerings – (Cont'd)

#### 11. GIGAZONE VOICE SERVICES

Available in conjunction with Gigazone Internet Service and in portions of the following Exchanges – Bemidji, Grand Rapids, Cass Lake, Itasca State Park, Park Rapids, Warba, Marble, Nashwauk Walker and Nevis

(C)

#### **Gigazone Residential Voice**

Includes voicemail, Caller ID, Call Waiting Caller ID MONTHLY \$10.00

# Gigazone Business Voice

includes 10 fax to email accounts MONTHLY \$20.00

Gigazone LD Services are also available in accordance with the terms and conditions in the company's intraState Interexchange Tariff - Minnesota PUC - Tariff No. 1.

Effective: 7-23-18

Section 8 Page 7 Revision 1

#### SERVICE PACKAGES

# PACKAGE DISCOUNTS - (Cont'd)

# .Package Offerings - (Cont'd)

12. Business Connect  Local Service:	<u>Monthly</u>	
Business Service – 1 line	\$25.00	
Business Service with Number Retention – 1 line	\$30.00	(N)

#### Other Features:

Call Forwarding – Busy Line
Call Forward Busy – No Answer
Calling Number Delivery with Name
Trunk Hunting
Three-way Calling

# **Contract Requirements:**

This package will require the signing of a 2 year contract that includes a \$300.00 early cancelation fee.

Effective: 2-10-17

Section 10 Page 1 Revision 1

# GENERAL EXCHANGE PRICE LIST

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Effective: <u>9-1-17</u>

#### **CUSTOM CALLING FEATURES**

#### A. General

- 1. The specific custom calling features available are:
  - a. Call Waiting provides notification to the subscriber while a conversation is in process that there is another call awaiting the subscriber.
  - b. Call Forwarding allows the subscriber to transfer calls automatically to a preprogrammed number. Calls forwarded beyond the local (toll free) calling area will be charged to the customer at the direct dial station-to-station rate.

Call Forwarding - Variable - Customer Programs which number to transfer to.
Call Forwarding - Busy Line - Customer automatically forwarded when line is busy.
Call Forwarding - No Answer - Calls automatically forwarded when line is not answered.

Call Forwarding - Remote Access - forwards all calls while the feature is activated. Typically, activation/deactivation is performed from a location other than the subscriber's base telephone.

- c. Three Way Calling allows the subscriber to call a third party and initiate a conference call.
- d. Speed Calling allows a subscriber to place a call dialing a one or two digit code. This feature is available with an 8 or 30 number storage list.
- e. Virtual Line with Personal Ringing allows the subscriber to have up to two additional directory numbers assigned to their telephone line. These are not additional lines, but rather additional directory numbers assigned to the same equipment and line. If the line is in use for any of the assigned directory numbers, all numbers would appear busy, unless Call Waiting is subscribed to. Calls to the additional directory number(s) are denoted by a special ringing tone. If Call Waiting is subscribed to, and the line is in use, calls to the additional directory number(s) are denoted by a special call waiting tone. All features subscribed to on the main number apply to the additional directory number(s). At installation, the customer has the option to turn off the Call Forwarding feature on the Virtual Lines, if previously subscribed to.
- f. Toll Control with PIN allows the subscriber to remove the toll block for the duration of one call by entering a user defined personal identification number (PIN) prior to dialing. The PIN may be 1 to 7 digits in length. If dialing from an enabled line, the user can set up and change their PIN. Should the user forget their PIN, the subscriber of record on the account must stop in the business office to be given the PIN.
- g. Hunting is performed in a sequential fashion across all numbers of a multiline hunt group. If the first station is busy, the group is sequentially hunted until an idle station is found. If there are no idle stations available, the call receives a busy signal.

## **CUSTOM CALLING FEATURES (Continued)**

#### B. Rates

			Monthly Rate	Installation Charge
1.	Sin	gle Feature Service		
•••	a.	Call Waiting	N/C	(a)
	b.	Call Forwarding:		( )
		Variable	N/C	(a)
		Busy Line	N/C	(a)
		No Answer	N/C	(a)
		Busy Line & No Answer	N/C	(a)
		Remote Activation	\$ 2.25	(a)
#	C.	Three-Way Calling	\$ 2.25	(a)
	d.	Speed Calling:		
		8 number list	N/C	(a)
		30 number list	\$ 2.25	(a)
	e.	Virtual Line with Personal Ringing	\$ 3.00	(a)
	f.	Toll Control with PIN	\$ 2.25	(a)
	g.	Hunting	\$ 1.00	(a)

### C. Conditions

- 1. The initial service period for all features is one month.
- 2. Rates above are in addition to regular local service rates.
- 3. Transmission on calls forwarded and three-way calling may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.
- (a) Regular applicable service connection charges apply.
- # This service is also available on a per use basis. Each use is \$0.50 with a monthly maximum for this service of \$6.00.

# INTRA-LATA PRIVATE LINE SERVICES

The rates that apply to these services are listed in the Interexchange Access Service, Section 7, G. (T)

Effective: 7-2-13

#### CENTREX BUSINESS SERVICE

#### A. General

- Centrex Business Service (CBS) is an optional service to customers with a minimum requirement of 2 access lines. CBS provides additional calling features that the customer may subscribe to. The rate charged for these services will be in addition to the tariffed B-1 rate.
- 2. The minimum contract period for the service is one month.
- 3. Regular service connection charges and special non-recurring charges will apply.
- 4. Customer premises equipment associated with this service is provided by the customer.

#### B. Definitions

The following standard and optional features may be provided as a part of the Centrex service:

# 1. Business Group Features

Business Group Features allows Centrex Group users to have a unique dialing scheme which includes Intercom Dialing; access to an attendant, private network and/or special facilities using 1 to 5 digit codes; Single-Digit Dialing; and customized feature activation/deactivation codes. There may be other features as well. Each Centrex group may use either a standardized or a customized Business Group Feature Package.

#### 2. Call Forwarding Busy

Call Forwarding Busy causes all calls to be redirected to an alternate station when the called station is busy.

#### 3. Call Forwarding Don't Answer

Call Forward Don't Answer allows all calls that terminate to a user's station to be redirected to an alternate station after a predetermined number of rings.

#### CENTREX BUSINESS SERVICE (Continued)

#### 4. Call Forwarding Incoming Only

Call Forwarding Incoming Only is an option that can be used with any of the Call Forwarding features (Call Forwarding Variable, Don't Answer, and Busy Line) and allows only incoming calls (calls that originate outside the Centrex group) to be forwarded. Calls from within the group or a private facility are not forwarded.

#### 5. Call Forwarding Variable

Call Forwarding Variable enables a station user to divert all incoming calls to another directory number. Activation, deactivation and the forward-to destination are controlled by the station user.

#### 6. Call Hold

Call Hold allows a station user to place a call on hold in order to initiate a second call, answer a waiting call, consult privately with another party, or return to the previously held call.

# 7. Call Pick-Up

Call Pick-Up permits a station user to answer incoming calls directed to another station within the same pick-up group by dialing an access code.

#### 8. Call Transfer

Call Transfer allows a station user to transfer calls to another station by flashing the switchhook and dialing the transfer-to number.

#### 9. Call Waiting

Call Waiting provides a burst of tone to inform a station user with a call already in progress that another call is waiting to be answered. The station user may answer the waiting call by hanging up or flashing the switchhook.

### 10. Cancel Call Waiting

Cancel Call Waiting allows a station user, on a per-call basis, to deactivate Call Waiting by dialing an access code.

#### 11. Circle Hunting

Circle Hunting allows calls directed to busy stations in the middle of the hunt group to search through to the end of the hunt group and then return to the beginning of the hunt list in search of an idle station. The caller is connected to the first idle station encountered.

# **CENTREX BUSINESS SERVICE (Continued)**

#### 12. Code Restriction

Code Restriction blocks the completion of calls that are directed to customer specified area codes (NPAs) and/or central office codes (NNXs). A Code Restriction list may be assigned to either an individual line or shared by multiple lines.

#### 13. Customer Access Treatment Code Restrictions

Customer Access Treatment Code Restrictions (CAT Codes) can be used to prevent a Centrex station from dialing certain codes. For example, CAT Codes could be used to prevent a station from gaining access to the public network, using private facilities, or dialing specific stations within the Centrex group.

#### 14. Direct Inward Dialing

Direct Inward Dialing allows Centrex station users to directly receive incoming calls without the assistance of an attendant.

#### 15. Direct Line

Direct Connect Service allows a station user to automatically place a call to a preselected directory number by lifting the receiver off the switchhook. No dialing is required for the calling party to reach the specified destination.

#### 16. Direct Outward Dialing

Direct Outward Dialing enables Centrex station users to call outside the Centrex group directly without the assistance of an attendant.

#### 17. Directed Call Pick-Up

Directed Call Pick-Up enables a station user to answer a call that is ringing at another station within the Centrex group by dialing an access code and the ringing station number.

#### 18. Do Not Disturb

Do Not Disturb allows a station user to prevent incoming calls from ringing at his/her station by diverting them to a tone or recorded announcement. This feature can be offered with a Personal Identification Number (PIN) override option that selected calls can dial to override Do Not Disturb.

#### CENTREX BUSINESS SERVICE (Continued)

#### 19. Fully-Restricted Line

A Fully-Restricted Line is prevented from making calls to and/or receiving calls from stations outside the Centrex group. It is also prevented from making calls to and/or receiving calls from the attendant, thereby denying it indirect access to/from outside the Centrex group.

#### 20. Intercom Dialing

Intercom Dialing allows Centrex station users to call other stations within their Centrex groups by dialing abbreviated codes.

#### 21. Make Busy

Make Busy can be used to temporarily make a particular station in a Multiline Hunt Group appear busy to incoming callers. Make Busy causes the hunt to skip over a station during the search for an idle station.

#### 22. Music on Hold

Music on Hold allows the subscriber to send music or a recorded announcement to parties placed on hold.

#### 23. Night Service

Night Service allows calls directed to the attendant to be rerouted to predesignated station lines within the same Centrex group when the attendant position is not staffed (i.e., evening hours, weekends).

#### 24. Off-Premises Stations

Off-Premises Stations enable a secondary business location to access the same Centrex features and services as the main business location. The secondary locations must be served by the same Digital Central Office as the Primary location. This is offered on all Centrex packages.

#### 25. Outgoing Call Screening

Outgoing Call Screening blocks the completion of calls to specific directory numbers (3, 6, 7, or 10 digit basis). An Outgoing Call Screening may be assigned to either an individual line or shared by multiple station users.

#### CENTREX BUSINESS SERVICE (Continued)

#### 26. Preferential Hunting

Preferential Hunting allows any station in a Multiline Hunt Group to have its own (preferential) hunting list. If a call is made to a station with a Preferential Hunting list assigned to it, and that station is busy, the preferential list is first hunted until an idle station is found. If an idle station is not found on the preferential list, the hunt will proceed to the entire hunt group.

# 27. Queueing

Queueing may optionally be used when all stations in a hunt group are busy. When this occurs, a call is placed into a queue. The call remains in the queue until an idle station is located. Up to ten calls can be in queue for a Multiline Hunt Group. Queueing cannot be provided for Preferential Hunt groups or Series Completion groups.

#### 28. Regular Hunting

Regular Hunting or Linear Hunting is performed in a sequential fashion across all members of a Multiline Hunt Group. The search for an idle station starts with the pilot number. If the first station is busy, the group is sequentially hunted until an idle station is found. If there are no idle stations available, the call receives a busy signal.

#### 29. Semi-Restricted Line

A Semi-Restricted Line is prevented from making calls to and/or receiving calls from stations outside the Centrex group. It may, however, make and/or receive outside calls indirectly via the attendant, Call Forwarding, Call Transfer, and Call Pick-Up Features.

#### 30. Series Completion

Series Completion is similar to Multiline Hunt Service; however, a significant difference between the two services is that Series Completion stations always have their own directory number and their own classes of service. Two different hunting arrangements can be selected with Series Completion: linear or circle.

# **CENTREX BUSINESS SERVICE (Continued)**

#### 31. Speed Calling 8 Number

Speed Calling 8 Number enables a station user to call a list of up to 8 preselected directory numbers by dialing one-digit codes instead of the directory numbers.

### 32. Speed Calling 30 Number

Speed Calling 30 Number enables a station user to call a list of up to 30 preselected directory numbers by dialing one-digit codes instead of the directory numbers.

#### 33. Stop Hunt

Stop Hunt allows a station user to stop the normal hunting process at a predetermined point. Activating this feature at a particular station in a Multiline Hunt Group will cause the search for an idle line to stop there.

#### 34. Three-Way Calling

Three-Way Calling allows a station user to add a third party to an existing call, and thus enables a simultaneous conference between parties at multiple locations.

#### 35. Toll Restriction

Toll Restriction blocks the completion of calls that are directed to the outside operator or to numbers outside the local calling area. A Toll Restriction list may be assigned to either an individual line or shared by multiple lines.

#### 36. Uniform Call Distribution

Uniform Call Distribution is intended to distribute calls evenly among the stations in a Multiline Hunt Group. When a caller is connected to an idle station, the location of the next station is marked as the starting point for hunting when the next incoming call is received. Once hunting begins, it proceeds in a circular manner until an idle station is found.

#### 37. Voice/Data Protection

Voice/Data Protection allows a station user to inhibit intrusion features such as Call Waiting and Operator Verification which are directed to that line when it is busy.

#### CENTREX BUSINESS SERVICE (Continued)

#### C. Rates

Call Forwarding Busy

Call Forwarding Don't Answer

Call Forwarding Incoming Only

Call Forwarding - Remote Activation

Call Forwarding - Variable

Call Hold

Call Park

Call Pickup

Call Transfer

Call Waiting and Cancel Call Waiting

Direct Inward Dialing

**Direct Outward Dialing** 

**Directed Call Pickup** 

Intercom Dialing

Make Busy

Music On Hold

Night Service

Off Premise Stations

Speed Calling - Eight Number or 30 Number

Three Way Calling

#### 2. Centrex Deluxe - Features

\$4.00

\$50.00

All Basic Features

Code Restriction

**Customer Access Treatment Code Restrictions** 

**Direct Line** 

Do Not Disturb

Outgoing Call Screening

Semi and Fully Restricted Line

Toll Restriction

Voice/Data Protection

(1) In addition to standard service connection charges

# **CENTREX BUSINESS SERVICE (Continued)**

#### C. Rates (Continued)

rates (commuss)		Monthly Rate Per Line	Non-Recurring Rate Per Line (1)
3. <u>Centrex Premium</u>	<u>ı</u> - Features	\$6.00	\$50.00

All Deluxe Features
Business Group Features

#### 4. Multiline Hunt Service

## a. Hunting Arrangements

The following monthly rates for hunting arrangements are applied in addition to the perline rates for Centrex lines. The nonrecurring service establishment charges are perhunt group.

		Hunt Group	Non-Recurring Charge
		Group	Charge
	Regular Hunting	\$ 3.00	\$ 25.00
	Circle Hunting	\$ 4.00	\$ 25.00
	Uniform Call Distribution	\$ 6.00	\$ 25.00
	Preferential Hunting	\$ 3.00	\$ 25.00
	Series Completion	\$ 3.00	\$ 25.00
b.	Changes to Hunting Group Arrangements/Patterns		
	Additional Lines/ Change Hunting Order	\$ 25.00	nonrecurring

# (1) In addition to standard service connection charges

Effective: <u>10-31-11</u>

#### CENTREX BUSINESS SERVICE (Continued)

#### C. Rates (Continued)

c. Hunt Group Options

(1) Queueing for Hunt Group \$ 20.00 per month

(2) Delay Announcements for Queued Calls:

Standard Announcement \$ 20.00 per month

Customer Worded Announcement \$ 80.00 per month

Announcement Trunk \$ 20.00 per month

Changes to Customer \$ 40.00 nonrecurring

Worded Announcement

#### D. Regulations

- 1. The company reserves the right to require the customer to enter into a long-term agreement for the establishment of CBS Service.
- 2. A credit will be applied to all CBS lines paying an Interstate multiline access charge. This credit will equal the Interstate access charge. However, a service charge equal to the access charge rate shall be applied to each single CBS customer group for each network access register (NAR) provided to the customer. The number of NARs will be determined using a standard trunk equivalency table. Any extended area service rate additives will be applied based on the number of NARs.
- 3. A 10% discount of monthly service charges will be provided for a three year contract and a 20% discount for a five year contract. Installations of 30 lines or more will receive an additional 5% discount; 50 lines or more an additional 10% discount and 75 lines or more an additional 15% discount.

#### INTEGRATED SERVICES DIGITAL NETWORK (ISDN) - BASIC RATE INTERFACE (BRI)

#### A. DESCRIPTION OF SERVICE

- Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI) is a digital architecture that provides an integrated voice/data capability over the end-user loop facility. Utilizing the public switched network, ISDN distributes voice, data, image and facsimile. Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI) conform to internationally developed, published, and recognized standards generated by the International Telegraph and Telephone Consultative Committee (CCITT).
- 2. The Basic Rate Interface may also be known as "Basic Rate Access", and moves information at 144 kilobits per second (kbps) throughput. This capacity consists of 3 distinct channels on 1 pair of wires: 2 B or Bearer channels, and 1 D or Data channel. This is also known as 2B+D ISDN access. This is also available in a 2B arrangement, where 2 B channels are provided through translations to the customer without the D channel.
- 3. The Basic Rate Interface B channels carry the customer circuit switched voice or data at 64 kbps from the network termination (NT) devices known as NT1's, NT2's, or NT12's, over the loop facility. It terminates into a line termination (LT) device, LT1, which routes the traffic to the public switched network. The D channel carries signaling and packet data, moving the information at 16 kbps, from the Demarcation Point, through the LT1 to an attached D-channel handler. The D-channel handler routes the packet traffic to the Packet Switched Network, and routes the signaling messages to the signaling network.
- 4. Basic Rate Interface capability consist of central office facilities, and certain outside plant facilities extended from the Telephone Company switching equipment to the customer's demarcation point.

#### 5. Directory Numbers and Call Appearances

- a. Primary Directory Number each B channel include a single primary telephone directory number with a maximum of three Call Appearances allowed.
- b. Secondary Directory Number Additional directory numbers are available at an additional charge. The additional telephone number(s) may originate or receive calls independent of the user's Primary Directory Number, however, each B channel is allowed only one simultaneous circuit connection at a time. A maximum of six call appearances are allowed.

#### 6. Directory Listings

One primary directory listing is provided per BRI service for each customer. Additional listings may be provided as specified in General Exchange Services, Directory Listings in Section 5 of this tariff.

# <u>INTEGRATED SERVICES DIGITAL NETWORK (ISDN) - BASIC RATE INTERFACE (BRI)</u> (Continued)

#### B. PROTECTION OF THE NETWORK

- 1. Basic Rate Interface (BRI) is provided at the option of the Company. This service is furnished subject to central office switching capacity, capability, the availability of outside plant facilities, and the necessary billing capabilities.
- 2. In the event customer equipment meets required specifications, but causes the interference with current or future services Paul Bunyan Rural Telephone Cooperative reserves the right to notify the customer and modify the service to eliminate the interference or disconnect the service. In such case, termination charges do not apply.
- 3. Upon notification by Paul Bunyan Rural Telephone Cooperative that unauthorized transmissions are due to customer equipment or facilities, the customer or customer's authorized agent will correct the situation on an expeditious basis or service will be disconnected by Paul Bunyan Rural Telephone Cooperative to protect the network. Paul Bunyan Rural Telephone Cooperative disclaims liability for losses which might be incurred as a result of disconnecting the service and disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. With respect to such equipment or service, Paul Bunyan Rural Telephone Cooperative shall not be liable for any incident or consequential damages, including, but not limited to loss, damage, or consequential, for customer's use of or inability to use this service or equipment, whether separate or in combination with other services or equipment.
- 4. Paul Bunyan Rural Telephone Cooperative maintains the right and option to check the output of any equipment used in the transmission of signals to or from the Customer premises for this service. This Paul Bunyan Rural Telephone Cooperative provided facilities or other facilities used in conjunction with provision of Basic Rate Interface (BRI), such as CPE.
- 5. Paul Bunyan Rural Telephone Cooperative anticipates the use of other technologies to provide this service as they are developed. As other technologies are introduced, the interface specifications will be disclosed as required.

#### C. AVAILABILITY AND MAINTENANCE

- 1. The availability and functionality of Basic Rate Interface (BRI) capabilities may vary, or may not be available, dependent upon the type of central office switching system, related software controlling that switch, hardware and outside plant.
- 2. Paul Bunyan Rural Telephone Cooperative will furnish all installation and maintenance labor required to install, maintain and test the service from the Demarcation Point on the customer's property to the central office. The customer or property owner will be responsible for installation, maintenance, and testing of all wire and cable facilities and CPE on the customer side of the Demarcation Point. At the customer's option, Paul Bunyan Rural Telephone Cooperative will provide installation, maintenance and testing as part of their non-regulated business.

# <u>INTEGRATED SERVICES DIGITAL NETWORK (ISDN) - BASIC RATE INTERFACE (BRI)</u> (Continued)

### C. AVAILABILITY AND MAINTENANCE (Continued)

- 3. If there are any changes in inside wiring which require the Company to redesign the Basic Rate Interface (BRI) capability, the customer shall reimburse the Company for all cost incurred by the Company in making such a change. Should Basic Rate Interface (BRI) capability fail due to inside wiring not owned by the Company, or CPE, or power failure, the responsibility for failure shall be solely that of the customer and the Company shall not be liable.
- 4. If Basic Rate Interface (BRI) should experience interruption, disconnection, error, performance failure, or some other out-of-service condition and last for more than 24 consecutive hours after the customer give the Company notice of such out-of-service condition, except for problems caused by the customer's action, inside wiring, interface, customer premise power outage, and/or CPE, an out-of-service credit will be applied to the customer's bill. See General Regulation section 2, Interruptions to Service.

#### D. SPECIFICATIONS

The following technical publication have been network disclosed, are public information, and provide the relevant interface information and specifications required to enable the proper implementation of ISDN service.

 ATT Basic Rate Interface (ATT Public 5D5-900-301)

#### E. INDEMNIFICATION

It is the customer's responsibility to indemnify and hold harmless the Company against any and all claims, losses, liabilities, damages and lawsuits brought by any customer. Indemnification shall include, but is not limited to, cost and attorney's fees.

#### F. CIRCUIT SWITCHING SERVICES DESCRIPTIONS

Circuit Switched Services is an arrangement which provides the ability to originate and receive circuit-switched voice and/or data calls over 64 kbps B channels. The customer may choose among the following Circuit-Switched features based upon application needs:

 Clear Channel Capability – A characteristic of the transmission path on the B channels that allow the full bandwidth of 64 kbps to be available to the customer. Trough the CPE, it is also possible to bond two B channels together to achieve bandwidth capable speed of 128 kbps.

# <u>INTEGRATED SERVICES DIGITAL NETWORK (ISDN) - BASIC RATE INTERFACE (BRI)</u> (Continued)

#### F. CIRCUIT SWITCHING SERVICES DESCRIPTIONS (Continued)

- 2. Additional Call Offerings Multiple incoming calls to a directory number or secondary telephone number (if purchased) can be terminated to a Basic Rate Interface (BRI) telephone.
- 3. Custom Calling Features Applicable Custom Calling Services are available at rates and charges specified in the General Services, Custom Calling Features, Section 10.
- 4. CLASS Applicable CLASS Service are available at rates and charges specified in General Services, CLASS, Section 5.

#### G. INSTALLATION AND MAINTENANCE

- 1. Paul Bunyan Rural Telephone Cooperative will furnish all installation and maintenance labor required to install, maintain, and test the service from the Demarcation Point on the property from which the customer is served, as described in the contract, to the central office.
- 2. The customer or property owner will be responsible for installation, maintenance, and testing of all wire and cable facilities and CPE on the customer side of the Demarcation Point. At the customer's option, Paul Bunyan Rural Telephone Cooperative will provide installation, maintenance and testing as part of their non-regulated business.

#### H. RATE AND CHARGES

Following are the monthly rate and nonrecurring charges for Basic Rate Interface (BRI).

	Monthly	Non- Recurring
Basic Rate Interface (2 B+D) - Per Line	\$ 63.50	\$ 200.00
Additional Directory Number - Per Number	\$ 2.60	SCC

#### I. ADDITIONAL CHARGES

Interstate End User Common Access Line Charges (CALC) will apply to each ISDN BRI line activated.

All other fees as specified in Section 6, Service Charges.

#### INTEGRATED SERVICES DIGITAL NETWORK (ISDN) - PRIMARY RATE INTERFACE (PRI)

#### A. DESCRIPTION OF SERVICE

1. Primary Rate Service (PRS) has a capacity of 1.544 megabits per second (Mbps) and has multiple channels: 23 B-channels, and one D-Channel, and is also known as 23 B+D access. The 64-kbit/s B-channels carry user information such as voice calls, circuit-switched data, or video, while the D-channel handles signaling or control information. When equipped, the D-channel can control a maximum of 95 B-channels. The B-channels may be provisioned on the same facility as the D-channel or on other PRI T1 facilities. Each B-channel is dedicated to inward, outward or 2-way traffic. Circuit-Switched Data PRI consists of 23B+D, which is equivalent to a T1 facility. The customer may use CPE to bond together 64 Kbits B-channels for the transmission of circuit-switched data or video.

#### 2. Directory Numbers

- a. Primary Directory Number A single telephone directory number is provided with each PRI service ordered.
- b. Secondary Directory Numbers Additional directory numbers are available at an additional charge. The additional telephone number (s) may originate or receive calls independent of the users Primary Directory Number.

#### 3. Directory Listings

One primary directory listing is provided per PRI service per customer. Additional listing may be provided as specified in General Exchange Services, Directory Listings, Section 5, Page 16.

#### B. PROTECTION OF THE NETWORK

1. Primary Rate Interface (PRI) is provided at the option of the Company. This service is furnished subject to central office switching capacity, capability, the availability of outside plant facilities, and the necessary billing capabilities.

In the event customer equipment meets required specifications, but causes the interference with current or future services, the Company reserves the right to notify the customer and modify the service to eliminate the interference or disconnect the service. In such case, termination charges do not apply.

2. Upon notification by the Company that unauthorized transmissions are due to customer equipment or facilities, the customer or customer's authorized agent will correct the situation on an expeditious basis or service will be disconnected by the Company to protect the network. The Company disclaims liability for losses which might be incurred as a result of disconnecting the service and disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. With respect to such equipment or service, the Company shall not be liable for any incident or consequential damages, including, but not limited to loss, damage, or consequential, for customer's use of or inability to use this service or equipment, whether separate or in combination with other services or equipment.

Effective: 9-1-17

(M)

# INTEGRATED SERVICES DIGITAL NETWORK (ISDN) - PRIMARY RATE INTERFACE (PRI) (Continued)

#### B. PROTECTION OF THE NETWORK (Continued)

3. The Company maintains the right and option to check the output of any equipment used in the transmission of signals to or from the Customer premises for this service. This includes the Company provided facilities or other facilities used in conjunction with provision of Primary Rate Interface (PRI), such as CPE.

The Company anticipates the use of other technologies to provide this service as they are developed. As other technologies are introduced, the interface specifications will be disclosed as required.

#### C. AVAILABILITY AND MAINTENANCE

- 1. The availability and functionality of Primary Rate Interface (PRI) capabilities may vary, or may not be available, dependent upon the type of central office switching system, related software controlling that switch, hardware and outside plant.
- 2. The Company will furnish all installation and maintenance labor required to install, maintain and test the service from the Demarcation Point on the customer's property to the central office. The customer or property owner will be responsible for installation, maintenance, and testing of all wire and cable facilities and CPE on the customer side of the Demarcation Point. At the customer's option, the Company will provide installation, maintenance and testing as part of their non-regulated business.
- 3. If there are any changes in inside wiring which require the Company to redesign the Primary Rate Interface (PRI) capability, the customer shall reimburse the Company for all cost incurred by the Company in making such a change. Should Primary Rate Interface (PRI) capability fail due to inside wiring not owned by the Company, or CPE, or power failure, the responsibility for failure shall be solely that of the customer and the Company shall not be liable.
- 4. If Primary Rate Interface (PRI) should experience interruption, disconnection, error, performance failure, or some other out-of-service condition and last for more than 24 consecutive hours after the customer give the Company notice of such out-of-service condition, except for problems caused by the customer's action, inside wiring, interface, customer premise power outage, and/or CPE, an out-of-service credit will be applied to the customer's bill. See General Regulation Section 2, Page 14, Interruptions to Service.

Effective: 9-1-17

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# INTEGRATED SERVICES DIGITAL NETWORK (ISDN) - PRIMARY RATE INTERFACE (PRI) (Continued)

#### D. SPECIFICATIONS

The following technical publication have been network disclosed, are public information, and provide the relevant interface information and specifications required to enable the proper implementation of ISDN service.

ATT Primary Rate Interface (ATT Publication 5D5-900-302)

#### . INDEMNIFICATION

It is the customer's responsibility to indemnify and hold harmless the Company against any and all claims, losses, liabilities, damages and lawsuits brought by any customer. Indemnification shall include, but is not limited to, cost and attorney's fees.

#### F. CIRCUIT SWITCHING SERVICES DESCRIPTIONS

Circuit Switched Services is an arrangement which provides the ability to originate and receive circuit-switched voice and/or data calls over 64 kbps B channels. The customer may choose among the following Circuit-Switched features based upon application needs:

- 1. Clear Channel Capability A characteristic of the transmission path on the B channels that allow the full bandwidth of 64 kbps to be available to the customer. Through the CPE, it is also possible to bond multiple B channels together to achieve greater bandwidth speeds.
- 2. Custom Calling Features Applicable Custom Calling Services are available at rates and charges specified in the General Exchange Price List, Custom Calling Features, Section 10, Page 2.
- 3. CLASS Applicable CLASS Service are available at rates and charges specified in General Services Section 5.

#### G. INSTALLATION AND MAINTENANCE

- 1. The Company will furnish all installation and maintenance labor required to install, maintain, and test the service from the Demarcation Point on the property from which the customer is served, as described in the contract, to the central office.
- 2. The customer or property owner will be responsible for installation, maintenance, and testing of all wire and cable facilities and CPE on the customer side of the Demarcation Point. At the customer's option, the Company will provide installation, maintenance and testing as part of their non-regulated business.

Effective: 9-1-17

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## INTEGRATED SERVICES DIGITAL NETWORK (ISDN) - PRIMARY RATE INTERFACE (PRI) (Continued)

#### H. SERVICE ARRANGEMENTS

#### 1. <u>23B+D</u>

This service configuration provides for 23 B-channels and 1 D channel. The B-channels carry user information such as voice calls, circuit-switched data, or video while the D-channel handles signaling information.

#### 2. 24B

With multiple PRS facility connected to the same equipment, the additional PRS facilities may share the D-channel from the first PRS facility for signaling. This allows the additional PRS facilities to be equipped with 24 B-channels configured as voice calls, circuit-switched data, or video.

#### 3. <u>23B+Back-up D</u>

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

#### 4. D-Channel Packet

This service is not available at this time.

#### 5. B-Channel Packet

This service is not available at this time.

Effective: 9-1-17

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#### GENERAL EXCHANGE PRICE LIST

## INTEGRATED SERVICES DIGITAL NETWORK (ISDN) - PRIMARY RATE INTERFACE (PRI) (Continued)

#### (M)

#### RATE AND CHARGES

Following are the monthly rate and nonrecurring charges for ISDN Primary Rate Interface (PRI).

#### A. Month-to-Month

_ [V	onthly	Re	ecurring
	(1)		(1)
\$	500.00	\$	700.00
	(2)		(2)
	(2)		(2)
	(3)		(3)
	_	(2) (2)	(1) \$ 500.00 \$ (2) (2)

#### B. Contract Terms

		One Yea	ar Contract	Three Yea	ar Contract	Five Year	r Contract
		Monthly	Non- Recurring	Monthly	Non- Recurring	Monthly	Non- Recurring
1.	Local T-1 Trunk Facility	(1)	(1)	(4)	(4)	(5)	(5)
2.	Bundled Pricing (Does not include Local T-1 Truck Facilit ISDN (PRI) Configuration W/23 Two-Way Channels	• •	\$ -	\$ 170.00	\$ -	\$ 120.00	\$ -
3.	DID Group of 10 Numbers	(2)	(2)	(2)	(2)	(2)	(2)

#### C. Features

		M	lonthly	_	ecurring
1.	ISDN Caller ID Number Only (Per T1 Facility)	I	ncluded		_
2.	ISDN Caller ID w/Name (Per T1 Facility)	\$	20.00	\$	150.00

#### D. Additional Charges

- 1. 5 Interstate Subscriber Line Charges (SLC) will apply to each ISDN PRI Service arrangement.
- 2. Intrastate ARC will apply as detailed in Section 4, Page 4.
- (1) Normal T1 charges apply. See Section 7, F.7.1.1.
- (2) Normal DID/DOD monthly and installation charges apply. See Section 5, Page 14.
- (3) The Specific Exchange PBX Trunk Rates apply. See Section 4.
- (4) Normal Extended Term T1 charges apply. See Section 7, L.1.1.
- (5) Normal Extended Term T1 charges apply. See Section 7, L.2.1.

#### (M) Info relocated from Section 5

#### SWITCHED DS1 SERVICE

(M)

#### A. General

Switched DS1 Service (SWDS 1) provides digital exchange service at a DSI level. SWDS 1 includes a SWDS 1 facility, common equipment, local exchange switching and trunks for access to the local exchange and toll networks. Each SWDS 1 facility utilizes 24 channels which may be configured as either basic or advanced trunks, as defined below, or a combination of both types of trunks.

#### B. <u>Definitions and Application of Services</u>

#### 1. SWDS 1 Facility and Common Equipment

This element includes the digital facility between the customer's premises and the central office, transmitting at a rate of 1.544 megabits per second, and the common equipment necessary to interface each of the 24 channels into the central office switch. The SWDS 1 signal provided to the customer's premises will be at the DS1 level.

#### 2. Basic Trunks

#### a. In-Only Trunk

One-way trunk which only allows traffic from the central office switch to be transmitted to the customer.

#### b. Out-Only Trunk

One-way trunk which only allows traffic originating from the customer to be transmitted to the central office switch.

#### c. Two-Way Trunk

Trunk which allows for traffic to be transmitted from either the central office or the customer.

#### 3. Advanced Trunks

#### a. In-Only Trunk with DID

In-only trunk with Direct Inward Dialing (DID) feature. Requires a DID trunk circuit termination.

#### <u>SWITCHED DS 1 SERVICE</u> (Continued)

#### B. <u>Definitions and Application of Services</u> (Continued)

b. Out-Only Trunk with Answer Supervision

Out-only trunk with answer supervision feature. This feature passes answer back signaling from the central office switch to the customer when a customer call has been either completed or answered.

c. Two-Way Trunk with DID and Answer Supervision

Two-way trunk with DID and answer supervision features. Requires a DID trunk circuit termination.

#### C. Terms and Conditions

- 1. SWDS 1 is provided subject to the availability of central office facilities.
- 2. The type of SWDS 1 facility installed will be determined by the Company.
- Each SWDS 1 facility enables the customer to install up to a maximum of 24 trunks per SWDS 1 facility. The customer is billed for the actual number and types of trunks in service on each SWDS 1 facility.
- 4. The minimum service period for the SWDS 1 facility and common equipment is one month.
- 5. When Outward WATS, Two-Way WATS or 800 Service terminates on a SWDS 1 facility, the Outward WATS, Two Way WATS or 800 Service access lines are classified as basic trunks for the application of SWDS 1 facility and common equipment rates and charges. Outward WATS, Two-Way WATS or 800 Service rates and charges also apply.
- 6. The following services will not be provided within the SWDS 1 facility:
  - a. Feature Groups A, B, C or D.
  - b. Other private line/access services and facilities unless specified herein.
  - c. Switched 56 Service.

Effective: 9-1-17

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#### <u>SWITCHED DS 1 SERVICE</u> (Continued)

#### C. <u>Terms and Conditions</u> (Continued)

- 7. Suspension of service is only available for trunks and only if all trunks within the facility are suspended. It is not available for the SWDS 1 facility and common equipment.
- 8. Customers are required to provide muxing/demuxing, at the customer premises, for analog trunks riding the SWDS 1 facility.
- 9. SWDS 1 offerings are not available for use by FCC Part 90 and Part 22 carriers in the provision of services to their customers. Other digital services are offered by the Company for interconnection specifically for these carriers.
  - a. SWDS 1 will be provided at the following rates and charges:

1.	Stand alone SWDS 1 facility and common equipment, per 24 channel facility.	Nonrecurring Charge	Monthly Rate
	<ul> <li>All basic trunks, advanced trunks or a combination of basic and advanced trunks</li> </ul>	\$ 232.00	\$ 175.00
2	Additional charges for Basic or Advanced Trunks on Section 4, Page 2 will also apply.		

\* See applicable service charges

Effective: 9-1-17

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#### <u>SWITCHED DS 1 SERVICE</u> (Continued)

(M)

#### C. <u>Terms and Conditions</u> (Continued)

b. Nonrecurring change charges apply as follows:

	Nonrecurring Charge
Trunk Change Charges	
<ul> <li>Miscellaneous changes within the categories of basic or advanced.</li> </ul>	\$ 44.00
<ul> <li>Change from basic trunks to advanced trunks or vice versa.</li> </ul>	69.00
<ul> <li>Add, change to or from, or rearrange hunting arrangement within a trunk group.</li> </ul>	46.00

#### 4. Conditions for DID Service

See Section 5, page 56.

\* For subscribers located outside the controlling rate area exchange mileage charges will be added to the monthly rate.

#### 5. Night, Sunday and Holiday Service

#### a. General

A private branch exchange subscriber may be furnished with additional central office numbers to assist in handling incoming calls at periods, outside of business hours, when the private branch exchange is not attended.

- b. Conditions.
- Each such additional number is bridged upon one of the subscriber's private branch exchange trunks, for association, by cord or switch, with an on-premise station line of the private branch exchange. All calls for the additional number are then directed to that station.
- 2) Only one PBX station line shall be connected to each such number.

#### c. Rates

Monthly charge including directory

\$ 5.00

#### SIP TRUNKING SERVICE

(N)

#### A. Service Description General

- 1. SIP Trunking Service provides the Customer with digital Trunking service utilizing Session Initiated Protocol (SIP) over broadband facilities with a minimum capacity of 1Mbps bidirectional which is provided by the Company.
- 2. SIP Trunking Services may be used to connect to Managed Voice services arrangements
- 3. SIP Trunking Service will normally be arranged to provide one call path per IP seat. Alternatively, service can be arranged to support a specified number of concurrent call sessions as ordered by the Customer. Maximum number of SIP paths not requiring a High Capacity SIP arrangement is five.
- 4. Standard SIP 2-Way Trunks provides the Customer with two-way incoming and outgoing dialing on each call path.
- 5. SIP Trunking Services are furnished subject to the availability of central office facilities and network facilities.

B. SIP Trunk charges	Monthly <u>Charge</u>	Non-Recurring <u>Charge<sup>(1)</sup></u>
<ul> <li>a. Per SIP Trunk Arrangement includes SIP facility<sup>(2)</sup>)</li> </ul>	\$ 10.00	\$ 20.00
b. Per Call Path	\$ 10.00	\$ 10.00

Note (1): Installation charges waived with 3 or 5 year Contract

Note (2) Internet Access must be purchased separately

#### C. Features

SIP trunking Service may be used with IP CPE provided by the customer -or- with Managed Voice services provided by the company. See Section 10 Page 29 for Managed Voice (Hosted IP) Services which may be purchased and used in conjunction with this service.

#### D. Additional Charges

Interstate End User Common Line Charges (EULC) will also apply to SIP Trunking arrangement based on Telephone Company's Interstate Tariffs.

(N)

#### GENERAL EXCHANGE PRICE LIST

#### HIGH CAPACITY SIP TRUNKING SERVICE

A. General

- 1. High Capacity SIP Trunking Service provides the Customer with digital Trunking service utilizing Session Initiated Protocol (SIP) over a DS-1 facility or over broadband facilities with a minimum capacity of 3Mbps bidirectional. Customers must purchase a High Capacity SIP Arrangement for any group of SIP paths over 5.
- 2. Three Trunk Session Configurations are offered:
  - a. Direct Inward Dialing (DID) provides the Customer with one-way incoming dialing on the Trunk Facility.
  - b. Direct Outward Dialing (DOD) provides the Customer with one-way outgoing dialing on the Trunk Facility.
  - c. Standard 2-Way Trunks provides the Customer with two-way incoming and outgoing dialing on the Trunk Facility.
- 3. High Capacity SIP Trunking Services may be used to connect to compatible IP PBX equipment or Hosted IP services
- 4. SIP Trunking Services are furnished subject to the availability of central office facilities and network facilities.
- 5. Each High Capacity SIP Trunking Service is provided one primary directory listing. Additional directory listings may be provided at the charges and in accordance with existing Tariffs.
- 6. The rates and charges specified are in addition to the rates and charges for other services or facilities with which this service may be associated.

#### B. Rates and Charges

		3 Year	5 Year	
		Contract	Contract	
		Monthly	Monthly	Non-Recurring
		Charges	Charges	Charges
a.	Per High Capacity SIP Arrangement	\$50.00	\$35.00	\$ 50.00
	(up to 24 call paths, Includes SIP Facility)			
b.	Per Call Path	\$ 10.00	\$10.00	\$ 10.00
	(each HCSA contains 5-24 paths)			

#### C. Features

See Section 10 Page 29 for Managed Voice (Hosted IP) Services which may be purchased and used In conjunction with this service.

#### D. Additional Charges

Interstate End User Common Access Line Charges (EUCL) and Access Recovery charges (ARC) will also apply to each High Capacity SIP Trunking service based on the Company's Interstate Tariffs

#### MANAGED VOICE (HOSTED IP) SERVICES

(N)

#### A. Service Description General

- 1) Internet Protocol (IP) Service is a Voice over Internet Protocol (VoIP) service- integrated with the Telephone Company's local switching functionality. The Managed Voice service will provide Telephone Company's business Customers with an IP Centrex service that interfaces with IP telephony devices on the Customer's data network. This new interface will be provided through the use of the Managed Voice service enabling technology in the Company's softswitch. The Telephone Company provides transport between its switch and the Customer's premises for this service unless there is mutual agreement otherwise. This allows the standard set of Hosted IP service features to be offered to the Customer's IP telephony devices.
- 2) The Managed Voice Service uses VoIP protocols to interconnect with the Customer's LAN (local area network), allowing the Customer to utilize VoIP functionality on their LAN.
- 3) The Managed Voice Service Customer's LAN and any dedicated transport bandwidth must meet Telephone Company's prerequisite Customer interface requirements. Customers'
- interface requirements, including desktop IP address requirements and service location, will be negotiated in the service agreement.
- 4) Customer's Managed Voice Service CPE (IP Telephone Set) Manufacturers and Customer LAN (Router/Firewall) Manufacturers must meet Managed Voice Service Customer Interface Specifications for Product Compatibility.
- 5) The individual Managed Voice Service user will utilize a compatible IP telephony device to\_register with a Telephone Company IP central office (softswitch). All call attempts originated from or terminated to the IP telephony devices will be processed by the IP softswitch. The IP softswitch will provide all features and call routing. All local and long distance calls will be routed over the Public Switched Telephone Network (PSTN).
- 6) Originating Long Distance calls will be routed to the long distance carrier selected by the Managed Voice Service Customer.
- 7) Originating and terminating access charges will be billed to Interexchange Carriers for all traffic originated from or terminated to the Customer's premises based on Telephone Company's applicable Interstate and Intrastate Access Tariffs.
- 8) Calls can be forwarded to a local, long distance (not international), or toll free number. Long distance charges apply.
- 9) In addition to any Telephone numbers provided with SIP Trunking Service. One (1) number is provided for each IP station. Directory listings are not included and may be provided at the charges and in accordance with existing Tariffs.

(N)

#### GENERAL EXCHANGE PRICE LIST

#### MANAGED VOICE (HOSTED IP) SERVICES (Continued)

- 10) Managed Voice (Hosted IP) Service is a VoIP service. The use of VoIP, like other network-based services, carries certain security risks to the systems and networks of Customer, Company and third parties including, but not limited to: misuse; unauthorized access; alterations; theft; destruction; corruption; and attacks ("occurrences"). Customer shall, at its own expense, take security measures including but not limited to use of firewalls, passwords, access restrictions, encryption, policies, and physical access restrictions (Security Measures) to protect from Occurrences all VoIP traffic, facilities and other equipment, software, data and systems located on Customer's premises or otherwise in Customer's control and used in connection with Managed Voice Service, whether owned by Customer, the Company, or the Company's subcontractors.
- 11) Customer agrees that Company is not liable, in contract, tort, or on any other basis, for any loss resulting from any occurrences or use of such VoIP service, facilities or other equipment, software, data and systems. Customer further agrees to indemnify and hold harmless the Company against any and all claims, losses, liabilities, damages and lawsuits brought by any Customer. Indemnification shall include, but is not limited to, cost and attorney's fees. Customer is responsible for all security measures, even if Customer uses a third party or Company to configure and implement them.
- 12) Long distance service will be via the preferred carrier designated by the Customer of the Managed Voice Services. International toll will be restricted unless specifically requested by the Customer, and then all associated charges will be the responsibility of the Customer whether or not they are the result of fraudulent activity.
- B. The following additional charges will also be applicable to Managed Voice Services
  - Federal Excise Tax
  - Local Tax
  - State Sales Tax
  - •TAM / TAP / 911 surcharges as required by the MnPUC and MnDPS
  - Interstate End User Common Line Charges (EULC) and Access Recovery charges (ARC) may also apply to Managed Voice Services based on the Company's Interstate Tariffs

#### C. Network Power Limitations:

Broadband or T-1 facilities over which Managed Voice Services are provisioned do not accommodate network powering of Customer Premise equipment. Thus, service during commercial power outages(including 911 services) may require some form of backup power to be provided by the Customer. If required by the Telephone Company, the Customer agrees to enter into a written agreement detailing specific E-911 limitations related to VoIP services.

#### MANAGED VOICE (HOSTED IP) SERVICES (Continued)

(N)

#### D. Managed Voice Features and Options:

All feature functionality is subject to telephone system compatibility. Additional features may be available and priced on an Individual Case Basis (ICB).

1. Basic Features Set is required for every station and includes:

Calling Number Delivery

Calling Name Delivery

Caller ID Delivery Blocking

Three Way Calling

Call Waiting

**Direct Inward Dialing** 

**Unconditional Call Forwarding** 

**Speed Dials** 

Call Hold

Multiple Call Appearances

Attended Call Transfer

**Unattended Call Transfer** 

Hot Line

2. Standard Feature Set includes Basic Features, plus the following:

Call Transfer Directly to Voicemail

Last Number Redial

Call Manager

Find Me - Follow Me

Sim Ring

**Busy Call Forwarding** 

**Delayed Call Forwarding** 

Unvailable Call Forwarding

Selective Call Forwarding

Selective Call Rejection

Anonymous Call Rejection

Do Not Disturb (DND)

Selective Call Acceptance

Priority Call

CommPortal Web Self Care

CommPortal Business Group Admin

Voicemail (Email, Greetings)

CommPortal Contacts (Optional)

#### MANAGED VOICE (HOSTED IP) SERVICES (Continued)

3. Premium Feature Set includes Standard Feature Set, plus the following:

Faxmail

Accession Unlimited

Accession Call Jump

Phone Applications

CommPortal Assistant

4. Optional Features:

Music On Hold

Auto Attendant

E. Managed Voice Feature Package Rates

3	Monthly <u>Charges</u>	Non-Recurring <u>Charge</u>
IP Station (seat) charges		<del></del> _
Basic Feature Set	\$ 12.00	\$ 42.50
Standard Feature Set	\$ 14.00	\$ 42.50
Premium Feature Set	\$ 20.00	\$ 42.50
Hosted IP Optional Feature Charges		
Auto Attendant	\$10.00	
Music On Hold	\$ 5.00	

Services to Customers with 4 or more lines may be at negotiated prices MN state statute 237.411.

Term of Service discounts are available with contracts for service

(N)

#### **TITLE SHEET**

#### MINNESOTA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by PAUL BUNYAN RURAL TELEPHONE COOPERATIVE d/b/a PAUL BUNYAN COMMUNICATIONS (the Company) with principal offices at 1831 Anne Street NW, Suite 100, Bemidji, Minnesota 56601. This tariff applies for services furnished within the State of Minnesota. This tariff is on file with the Minnesota Department of Commerce and copies may be inspected, during normal business hours, at the Company's principal place of business.

INTEREXCHANGE TARIFF Original Sheet 2 Minnesota PUC - Tariff No. 1

#### **CONCURRING, CONNECTING OR**

#### OTHER PARTICIPATING CARRIERS AND

#### **BILLING AGENTS**

- 1. Concurring Carriers None
- 2. Connecting Carriers None
- 3. Other Participating Carriers None
- 4. Billing Agents None

#### **CHECK SHEET**

(T)

Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION	
1	Original	
2	Original	
3	2 <sup>nd</sup> Revised	(T)
4	2 <sup>nd</sup> Revised	(T)
5	Original	` '
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	
17	Original	
17.1	2 <sup>nd</sup> Revised	(T)
18	Original	, ,
19	1 <sup>st</sup> Revised	(T)
19.1	1 <sup>st</sup> Revised	(T)
20	Original	
21	Original	
22	Original	
23	Original	
24	Original	
25	Original	
26	Original	
27	Original	
28	1st Revised	
29	1 <sup>st</sup> Revised	
30	Original	
31	Original	
32	Original	

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Effective: <u>6-1-16</u>

#### **TARIFF FORMAT**

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

```
2.

2.1

2.1.1

2.1.1.A

2.1.1.A.1

2.1.1.A.1.(a)

2.1.1.A.1.(a).I.(i)

2.1.1.A.1.(a).I.(i)
```

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

INTEREXCHANGE TARIFF
Original Sheet 6
Minnesota PUC - Tariff No. 1

#### **SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- D Delete or Discontinue
- I Change Resulting In an Increase to A Customer's Bill
- M Moved from Another Tariff Location
- N New
- R Change Resulting In A Reduction to A Customer's Bill
- T Change in Text or Regulation But No Change In Rate or Charge

INTEREXCHANGE TARIFF
Original Sheet 7
Minnesota PUC - Tariff No. 1

#### SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

<u>Access Line</u> – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

<u>Commission</u> – Used throughout this tariff to mean the Minnesota Public Utilities Commission.

<u>Customer</u> – The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

<u>Company</u> – Used throughout this tariff to mean PAUL BUNYAN RURAL TELEPHONE COOPERATIVE d/b/a PAUL BUNYAN COMMUNICATIONS a Minnesota corporation.

<u>Telecommunications</u> – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

<u>Underlying Carrier</u> – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

#### **SECTION 2 – RULES AND REGULATIONS**

#### 2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company for telecommunications between points within the State of Minnesota. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order in compliance with Minnesota Rules 7810.1500(c). The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangements.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and 800 services of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

#### 2.2 <u>Use of Services</u>

2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

#### 2.2 Use of Services (Continued)

- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

#### 2.3 <u>Liability of the Company</u>

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the company.

#### 2.3 <u>Liability of the Company</u> (Continued)

- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

#### 2.4 Responsibilities of the Customer (Continued)

- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by the Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service. the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by the Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at the Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

#### 2.5 Disconnection of Service

- 2.5.1 The Company may discontinue service to a Customer without notice under the following conditions:
  - 2.5.1.A In the event of tampering with the Company's equipment;
  - 2.5.1.B In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company; or
  - 2.5.1.C In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of the Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 The Company may discontinue service to a Customer under the following conditions after giving the Customer five (5) days' (excluding Sundays and legal holidays) notice:
  - 2.5.3.A For failure of the Customer to pay a bill for service when due:
  - 2.5.3.B For failure of the Customer to meet the Company's deposit and credit requirements;
  - 2.5.3.C For failure of the Customer to make proper application for service;
  - 2.5.3.D For Customer's violation of any of the Company's rules on file with the Commission;
  - 2.5.3.E For failure of the Customer to provide the Company reasonable access to its equipment and property;
  - 2.5.3.F For Customer's breach of the contract for service between the Company and the Customer;
  - 2.5.3.G For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the utility as a condition of obtaining service; or
  - 2.5.3.H When necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.

#### 2.5 <u>Disconnection of Service</u> (Continued)

- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.
- 2.5.5 Service will not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

#### 2.6 Payment and Billing

- 2.6.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.
- 2.6.2 The security of presubscribed exchange lines and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, or presubscribed exchange lines will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.6.3 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company.

#### 2.7 Reserved for Future Use

#### 2.8 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

#### 2.9 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

#### 2.10 Returned Check Charge

A fee of \$20.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

#### **SECTION 3 - DESCRIPTION OF SERVICE**

#### 3.1 <u>Customer Complaints and/or Billing Disputes</u>

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

1831 Anne Street NW Suite 100 Bemidji, MN 56601 (218) 586-3100

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

If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Minnesota Public Utilities Commission Consumer Affairs Office 121 Seventh Place East Suite 350 St. Paul MN 55101-2147

Telephone 651-296-0406 Toll Free 1-800-657-3782 TTY 651-297-1200

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

121 Seventh Place East Suite 350 Saint Paul, Minnesota 55101-2147 (800) 657-3782

#### <u>SECTION 3 - DESCRIPTION OF SERVICE</u> (Continued)

#### 3.2 <u>Level of Service</u>

A Customer can expect end to end network availability of not less than 99% at all times for all services.

#### 3.3 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company name and toll-free telephone number will appear on the Customer's bill.

#### SECTION 4 – OPTIONAL TOLL CALLING PLAN

#### 4.1 Regulations

The following regulations are in addition to the applicable regulations as set forth in other portions of this Tariff.

- 4.1.1 The Optional Toll Calling Plan (the PLAN) is made available to Customers for communications between points within the exchanges served by the Company.
- 4.1.2 The PLAN applies only to intrastate calls placed to Company exchanges.
- 4.1.3 The PLAN is only available to Customers subscribing to both Paul Bunyan's local and long distance service.
- 4.1.4 One monthly charge will apply for each number included in the PLAN.
- 4.1.5 The minimum initial service period is one month.
- 4.1.6 Billing period under the PLAN will be determined by the toll billing cutoff date. The Customer has the option of enrolling in or withdrawing from the PLAN at either the beginning or ending of the billing period. There will be no billing of fractional amounts.
- 4.1.7 The Plan may not be used in conjunction with the following: auto dialers, long distance Internet access, call center applications including, but not limited to, auto dialers, PBX trunks, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion digital PBX services. WATS services, PBX services, non-square electronic key telephone systems, hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above. The Company may monitor Customer's usage to ensure that Customer's use of the PLAN is consistent with the applicable restrictions. If the Company determines Customer is in violation of above listed restrictions, the Customer shall forfeit eligibility for rates under this plan, will be retroactively billed for applicable charges and moved to a usage sensitive plan of Customer's choice.

#### SECTION 4 – OPTIONAL TOLL CALLING PLAN (Continued)

#### 4.2 Rates

- 4.2.1 A normal service charge of \$10.00 applies for enrollment in the PLAN. No charge applies for withdrawing from the PLAN.
- 4.2.2 The rate varies based on the originating exchange as follows:

Originating Exchange	Monthly Rate
Grand Rapids, Cass Lake, Bemidji, Coleraine Itasca State Park, Park Rapids, Big Falls, Nashwauk, Warba, and Marble	( T) \$ 6.75
Laporte, Becida, Turtle River, Solway, Puposky, Deer River, Blackduck, Ash River, Squaw Lake, Northome, Red Lake, Ponemah, and Kelliher	\$ 5.00 (C)

Effective: <u>6-1-16</u>

#### 5. SERVICE DESCRIPTIONS

#### 5.1 MESSAGE TELECOMMUNICATIONS SERVICE

5.1.1 <u>MTS</u> - This service arrangement allows a Customer to originate intrastate calls in areas with Equal Access capabilities served by the Company by presubscribing to the Service.

The applicable usage rate depends upon the distance between originating and terminating points and the rate period(s) in which the call occurs. Calls are billed in six (6) second increments after an initial minimum billable period of one minute. Discounts from the Company's basic rate schedule if available through various calling plans are set forth in Section 5.5 herein.

#### 5.1.2 Product Types

#### 5.1.2.1 Basic MTS

- .1 Service via equal access facilities is available to Customers served by any LEC equal access office served by the Company.
- .2 Company provided services are available for calls originating in the following areas:

All exchanges in Minnesota where technically and operationally feasible.

#### .3 Usage Charges

- a. Monthly Recurring and Per Minute Rates Refer to the Section 7 Service Charges.
- b. Rate Periods Refer to the Determination and Rendering of Charges in Section 3.9 for the Company's standard rate period.

#### 5.2. OTHER SERVICE ARRANGEMENTS

#### 5.2.1 Gigazone <u>Unlimited Calling Plan</u>

- 5.2.1.1 The Unlimited Calling Plan allows Local Residential Customers to complete interstate and/or intrastate direct dialed voice calls for a flat-rated monthly fee. The monthly fee, which will be billed in advance, provides unlimited direct dialed interstate and/or intrastate long distance minutes per month, per local residential line. Call detail is provided. The Plan is available to local residential customers where Gigazone service is available only and requires that customer have also purchased GigaZone Broadband Internet service and GigaZone Voice service. Coverage area includes Alaska, Hawaii and Canada.
- 5.2.1.2 The Unlimited Calling Plan may not be used in conjunction with the following: auto dialers, long distance Internet access, call center applications including, but not limited to, auto dialers, PBX trunks, ground start line or trunks, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones, analog to digital conversion digital PBX services, WATS services, PBX services, nonsquare electronic key telephone systems, hybrid key telephone systems, predictive calling/dialing systems, automatic outbound dialing systems, any type of automatic call distribution system, or the functional equivalent of any such system listed above-The Company may monitor Customer's usage to ensure that Customer's use of the PBLD Unlimited Calling Plan is consistent with the applicable restrictions. If the Company determines Customer is in violation of above listed restrictions, the Customer shall forfeit eligibility for rates under this plan, will be retroactively billed for applicable charges and moved to a usage sensitive plan of Customer's choice.

#### 5.2.1.3 <u>Usage Charges</u>

Subscribers to any of the "Connection" Bundled-Service Plans receive a reduced rate. Refer to Section 7, Service Charges (7.2).

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#### 5.2. OTHER SERVICE ARRANGEMENTS (Cont'd)

#### Gigazone Business Calling Plan

- 5.2.2.1 The Business Calling Plan allows Local Business Customers to complete interstate and/or intrastate direct dialed voice calls for a flat –rate per minute with no monthly fee. All long distance minutes are billed at a uniform rate per minute as is listed in Section 7.3.5. Call detail is provided. The Plan is available to local business customers only, and requires that customer have also purchased GigaZone Broadband Internet service and GigaZone Voice service. Coverage area includes Alaska, Hawaii and Canada.
- 5.2.2.2 Calling Plans may not be used in conjunction with the following: auto dialers, long distance Internet access, call center applications including, but not limited to, auto dialer, ISDN services, foreign exchange services, public telephone services, public access smart-pay phones. Predictive calling/dialing systems, automatic outbound dialing systems, any type of call distribution systems, or the functional equivalent of any such system listed above. The Company may monitor Customer's usage to ensure that Customer's use of the Business Calling Plan is consistent with the applicable restrictions. If the Company determines Customer is in violation of above listed restrictions, the Customer shall forfeit eligibility for rates under this plan, will be retroactively billed for applicable charges and moved to a usage sensitive plan of Customer's choice.

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# PAUL BUNYAN RURAL TELEPHONE COOPERATIVE d/b/a PAUL BUNYAN COMMUNICATIONS BEMIDJI, MINNESOTA

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### 5. SERVICE DESCRIPTIONS (Cont'd)

5.3 Reserved for Future Use

#### 5.4 Inbound Services

- 5.4.1 The Company's inbound service is a service accessed via 800 or 888 NPA's originating on feature group facilities provided by the Local Exchange Carrier (LEC) and terminating on a regular business line or a Special Access Line (SAL). This service enables the Customer to receive 800 service calls at their residence or place of business.
- 5.4.2 The Company reserves the right to require an applicant for the Company 800 Service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.
- 5.4.3 The Company's 800 Service is furnished upon condition that the Customer contracts for adequate facilities to permit the use of this service without injurious effect upon it or any service rendered by the Company. The Company may terminate or refuse to furnish 800 Service to any applicant, without incurring any liability and without notice to the Customer, if the use of the service would interfere with or impair any service rendered by the Company.
- 5.4.4 The Customer must obtain an adequate number of access lines for the Company 800 Services to handle the Customer's expected demand in order to prevent interference or impairment. of this service or any other service provided by the Company considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. The Company, without incurring any liability and without notice to the Customer, may disconnect or refuse to furnish the Company 800 Service to any Customer that fails to comply with these conditions.

#### 5.4 Inbound Services (Cont'd)

- 5.4.5 Use of numbers; Each 800 Service telephone number must be placed in actual and substantial use by the Customer. "Substantial use" shall mean a pattern of use that demonstrates an intent on the Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the Customer, as indicated, for example, by at least 30 average monthly minutes of use or more. Any 800 telephone number associated with the Company 800 Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be redesigned as a spare number in the Company 800 database by the Company upon written notice to the Customer.
- 5.4.6 If the Customer requests assignment of a specific 800 Service telephone number, the Company may require the Customer to submit a number reservation agreement form to the Company. At no time may a Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than sixty (60) days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after the Company 800 Service has been in actual and substantial use for a consecutive sixty (60) day period.
- 5.4.7 Nothing in this Section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective Customers who have reserved 800 telephone number hereunder or Customers who subscribe to and use the Company 800 Service or their transferee or assigns, any ownership interest or proprietary right in any particular 800 number; however, upon placing a number actually and substantially in use, as defined above, the Company 800 Service Customers do have a controlling interest in the 800 number(s). The Company's 8 00 Service Customer may retain the use of their 800 number assignments, even following changes in their 800 carrier and/or Customer's Responsible Organization (Resp. Org.).

#### 5.4 Inbound Services (Cont'd)

- 5.4.8 If a Customer places an order for the Company to carry Customer's already existing 800 number service, the Customer shall provide to the Company the contact names, telephone number and address of the Customer's Responsible Organization (Reap. Org.). Upon subscription to the Company 800 Service, the Customer may execute a Letter of Authorization to transfer Resp. Org. responsibility of its 800 number(s) to the Company Resp. Org. in writing within 48 hours of the change. The Customer is responsible for all outstanding indebtedness for services provided by a previous Resp. Org. or 800 service carrier. The Company assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to the Company.
- 5.4.9 The Company's Resp. Org. functions include 1) search for and reservation of 800 numbers in the SMS/800; 2) creating and maintaining the 800 number Customer record in the SMS/800; and 3) provision of a single point of contact for trouble reporting.
- 5.4.10 In the event that a Customer cancels its Company Resp. Org. or 800 Service, the customer shall be responsible for all outstanding indebtedness to the Company and any outstanding charges applicable to any service obtained by or on behalf of the Customer by the Company.
- 5.4.11 It is the Customer's responsibility to provide answer supervision back to the Company point of connection even when the Company 800 Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the Customer's switching equipment or communications system and ends upon termination of the call.

#### 5.5.1 USAGE SAVINGS

- 5.5.1.1 <u>Description</u> Customers Usage Savings is defined as a Customer's billed usage and service charges for a monthly billing period for the combined total of domestic and international Dial Station calls, domestic and international Operator Handled Calls, (which are billed to the Customer's Main Billed Account). Eligible Customer Usage is defined as Real Savings including any interstate calling. The discount set forth in Section 6.5.1 will be applied to the Eligible Customer Usage during each monthly billing period in which the Real Savings is within the specified range.
- 5.5.1.2 Usage from conference calls, 900 Services, 800 Plan Service, calls to Directory Assistance, mobile, marine, or cellular services, Company Domestic Optional Calling Plans, any of the Customer Network Services, and any of the Company Commercial Affiliation Programs do not qualify for either Real Savings or Eligible Customer Usage. In addition, monthly recurring charges, nonrecurring charges and taxes are also excluded.
- 5.5.1.3 To receive the Discount offered, Customers must subscribe by completing and returning an enrollment form provided by the Company, by calling an 800 number designated or by enrolling during a marketing contact by the Company. In addition, Customers must be presubscribed to the Company as their primary interexchange carrier, for both interLATA and intraLATA traffic.

#### 5.6 SUPPLEMENTAL SERVICES

#### 5.6.1 Directory Assistance

- 5.6.1.1 Long Distance Directory Assistance is available to Customers of Company's switched services. The charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Up to two requests may be made on each Directory Assistance call.
- 5.6.1.2 A credit allowance for a Directory Assistance call will be provided if the Customer experiences poor transmission quality, receives an incorrect telephone number, or inadvertently misdials the intended Directory Assistance number.
- 5.6.1.3 The applicability of usage volume discounts toward directory assistance charges is addressed within each individual service section.
- 5.6.1.4 Usage Charges

Refer to Section 7, Service Descriptions (7.6.1.1)

5.6.1.5 Handicapped Exemption - Handicapped customers who qualify for exemptions from Directory Assistance charges due to visual or other physical disabilities will be required to submit a written letter of verification to the Company. Each Directory Assistance billed call will appear on the subsequent month's bill as a credit.

#### 5.6.2 Call Completion

Call Completion is available to Directory Assistance customers, at their request. This service automatically dials the number for the customer that was requested in the Directory Assistance. Refer to Section 7, Service Descriptions (7.6.2.1) for the Usage Charges.

#### 5.7 PROMOTIONAL OFFERINGS

5.7.1 Certain promotional offerings may be provided from time to time via this tariff. These promotional offerings may only apply to certain services, and may be limited to certain dates, times, and locations.

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#### 6. RESERVED FOR FUTURE

#### 7. SERVICE CHARGES

#### 7.1 MESSAGE TELECOMMUNICATIONS SERVICE

#### 7.1.1 <u>Basic MTS</u>

#### 7.1.1.1 <u>Usage Charges - InterLATA</u>

#### a. Recurring Rate

The monthly recurring rate will be applied to all subscribers who have not subscribed to one of the companies calling plans.

Monthly \$2.95

#### b. Per Minute Rates

Intrastate- \$0.14

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#### 7. SERVICE CHARGES (Cont'd)

(D)

7.3 PBLD 750

Includes 750 minutes of LD to anywhere in the US or Canada. Overage rate for all calls over 750 minutes in the month is 20 cents per minute.

#### 7.3.1 <u>Usage Charges</u>

- a. Monthly Plan Fee: \$39.95 per month
- b. Monthly Plan Fee for subscribers of any of the "Connection" Bundled-Service Plans:

\$34.95 per month

#### 7.3.2 PBLD 1000

Includes 1000 minutes of LD to anywhere in the US or Canada. Overage rate for all calls over 1000 minutes in the month is 20 cents per minute.

#### 7.3.2.1 <u>Usage Charges</u>

a. Monthly Plan Fee: \$44.95 per month

Effective: 6-1-15

(N)

(N)

7.3.3 PBLD 2000 (N)

Includes 2000 minutes of LD to anywhere in the US or Canada. Overage rate for all calls over 2000 minutes in the month is 14 cents per minute.

#### 7.3.3.1 Usage Charges

a. Monthly Plan Fee: \$80.00 per month

7.3.4 PBLD 3000 (N)

Includes 3000 minutes of LD to anywhere in the US or Canada. Overage rate for all calls over 3000 minutes in the month is 14 cents per minute.

#### 7.3.4.1 <u>Usage Charges</u>

a. Monthly Plan Fee: \$120.00 per month

#### 7.3.5 GigaZone Long Distance

(N)

Requires GigaZone Broadband Internet service and GigaZone Voice service.

#### Residential GigaZone Unlimited

Includes unlimited minutes of LD to anywhere in the US or Canada.

#### 7.3.5.1 Usage Charges

a. Monthly Plan Fee: \$10.00 per month

#### Business GigaZone

Minutes will be billed at \$.05 per minute for LD to anywhere in the US or Canada.

#### 7.3.5.2 <u>Usage Charges</u>

a. Monthly Plan Fee: None

#### 7.4 INBOUND SERVICES

- 7.4.1 Easy 800/888 Service
  - a. Per Minute Rates

\$0.09

- b. Billing Increments Usage is billed in one (1) minute increments.
- c. Monthly Minimum Charge:

\$10.00

#### 7.4.2 Easystart 800/888 Service

a. Per Minute Rates

\$0.24

b. <u>Billing Increments</u> - Usage is billed in one (1) minute increments.

#### 7.5 OTHER SERVICE ARRANGEMENTS

#### 7.5.1 <u>USAGE SAVINGS</u>

#### 7.5.1.1 <u>Usage Charges</u>

The Company will provide a Discount in accordance with the following schedule to Basic Customers who enroll:

Combined Monthly Usage	Discount Level for Eligible Customer Usage	Per Minute <u>Rate</u>
\$00.00- 24.99	0%	\$0.14
25.00- 49.99	14.3%	\$0.12
50.00- 99.99	21.4%	\$0.11
100.00- 249.99	28.6%	\$010
\$250.00 and up	35.7%	\$0.09

- 7.6 SUPPLEMENTAL SERVICES
  - 7.6.1 Directory Assistance
    - 7.6.1.1 Usage Charges

Per call charges for Directory Assistance will be \$0.95 per call.

- 7.6.2 Call Completion
  - 7.6.2.1 Usage Charges

Charges for Call Completion will be \$0.25 per minute.