

BERNARD TELEPHONE COMPANY, INC.

SERVICES CATALOG

LOCAL SERVICES

ACCESS SERVICES CONCURRENCE

JULY 1, 2017

EXPLANATION OF SYMBOLS

- (C) - Change in regulation or condition which affects a rate or charge
- (D) - Discontinued regulation, condition, rate or charge
- (M) - Material moved to another part of the Services Catalog without change
- (N) - New regulation, condition, rate or charge
- (T) - Change in text only -- no change in regulation, condition, rate or charge

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Date Date

BY: Kyle Manders Manager Bernard, Iowa 52032  
Name Title Address

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## TERMS AND CONDITIONS

## A. APPLICATION

## 1. General

- a. The Terms and Conditions specified herein apply to the local exchange services and facilities furnished by Bernard Telephone Company hereinafter referred to as the Company. If the customers fail to observe these Terms and Conditions, the Company has the option to discontinue service after due notice of such failure.
- b. In the event of a conflict between these Terms and Conditions and any conditions contained in this Services Catalog, the rates and conditions contained in the specific catalog section shall prevail.
- c. This Services Catalog cancels and supersedes all other Services Catalogs of the Company issued and effective prior to the effective dates shown on individual sheets of this Services Catalog.

## B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

## 1. Availability of Facilities

- a. The Company's obligation to furnish local exchange service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities, except as provided for in Part V, Line Extensions.

## 2. Allowance for Failure of Service

- a. The Company does not guarantee uninterrupted working of its lines or equipment. In case service is interrupted other than by the negligence or willful act of the customer, an adjustment will be made in the amount of the charges for that portion of the service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond twenty-four (24) hours after first noted by the Company. Adjustment will be made in the form of a bill credit. No other liability shall in any case attach to the Company.

## 3. Adjustment of Charges

- a. In the event of an adjustment of charges for overbilling by the Company, a refund or credit will be made of the full amount of excess charges for a period not to exceed two years. When the period or amount for which overbilling cannot be fixed from available records, the maximum refund or credit will not exceed an estimated amount of such billing.

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## TERMS AND CONDITIONS

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

4. Directory Errors and Omissions
  - a. Claims for damages due to errors or omissions in directory listings will be limited to prorated charges for the customer service that is affected.
  - b. In the case of extra listings in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to an amount not to exceed the established rate for such listing for the directory period in which the error or omission occurs.
5. Transmitting Messages
  - a. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to the rules, regulations and conditions specified in this Services Catalog.
6. Use of Connecting Company Lines
  - a. Facilities of other companies may be used in establishing connections to points not reached by this Company's lines. In establishing connections with the facilities of other companies, the Company does not assume any liability for any action of the connecting company.
7. Defacement of Property
  - a. The Company shall exercise care in all work done on a customer's property. No liability shall attach to the Company by reason of any defacement or damage to the customers' property resulting from the existence of the Company's instruments, apparatus and associated wiring on such property, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company, or its employees.
8. Customer Premise Equipment
  - a. The Company shall not be responsible for any loss or damage, nor for failure or impairment of service in connection with customer-provided facilities unless caused solely by the negligence of the Company. The Company's liability is limited to that provided in the Terms and Conditions of this Services Catalog.
  - b. The telecommunications network is not represented as being adapted to the use of all customer premise equipment and the Company shall not be responsible for: (a) the through transmission of signals generated by the customer premise equipment or for the quality of or defects in, such transmission; (b) the reception of signals by the customer premise equipment or communications equipment.

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## TERMS AND CONDITIONS

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

## 8. Customer Premise Equipment (Continued)

- c. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of patents arising from combining such equipment with the facilities of the Company.
- d. The Company shall not be responsible to the customer if changes in criteria in this Services Catalog or changes in any of the facilities or operations or procedures of the Company render any customer premise equipment obsolete, or require modification or alteration of such equipment, or otherwise affect its use or performance. The Company reserves the right to change the standards of its equipment as the requirements of the telephone business may direct.

## C. USE OF SERVICE AND FACILITIES

## 1. Use of Customer Service

- a. Customer telephone service is furnished on retail basis for residential or business use only and not for resale except as otherwise provided in Part II, Section O. Service accounts are assigned to customers only, and the customer(s) in whose name the account is established will be treated as the account owner(s) for all purposes. Account owners shall be responsible for any and all use of the subscribed service.

## 2. Attachment or Connection of Customer Premise Equipment

- a. Customer premise equipment may be used with the facilities furnished by the Company, for telecommunication service, provided that such equipment will be connected, maintained and operated in a manner compatible with Company's facilities and networks.
- b. It is the customer's obligation to ensure compliance with any applicable state or federal laws governing the installation and use of customer premise equipment.
- c. To protect the network and services furnished to the public by the Company, the customer premise equipment must comply with all applicable minimum network protection criteria.
- d. If customer premise equipment is used which is causing or is likely to cause interference or hazard to the network, the Company will take such action as it deems necessary for the protection of the telecommunications network.
- e. After notification by the Company of such interference or hazard, the customer shall discontinue such use and disconnect such equipment. Failure of the customer to conform to this requirement may result in suspension of service.
- f. The customer will be responsible to pay a service check charge as specified in Part VI, Service Check Charges for visits to their premises when the service difficulty is caused by the customer premise equipment.

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## D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service
  - a. Applications for service may be made orally, in writing or on line where available. These applications become contracts upon the establishment of service. The Company may require an applicant to pay in advance an amount equal to two month's exchange rate. If a deposit is required by the Company, applicable non-recurring charges and service charges (if any) may be required in advance. The terms and conditions specified for such contracts are subject to these General Terms and Conditions and this Services Catalog for the exchange from which service is to be furnished. Any change in rates, rules or regulations shall act as a modification of the contract to that extent, without further notice.
  - b. Minimum contract periods and termination of service are covered elsewhere in Part II of this Services Catalog.
  
2. Telephone Numbers
  - a. The customer has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and the Company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business or subject to any porting requirements. Except for non-payment of yellow page advertising, when customers are assigned a new number within the exchange, the former working number intercept shall provide the new number to a calling party for not less than 60 days or until the issuance of a new directory.
  
3. Alterations
  - a. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities. The customer agrees to pay the Company's charges for such changes.
  
4. Payment for Service
  - a. The customer is required to pay all rates and charges for local, exchange services and facilities.
  
5. Maintenance and Repairs
  - a. All expense of maintenance and repair of regulated services or facilities provided by the Company will be borne by the Company. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Customers may not rearrange, disconnect, or remove or permit others to rearrange, disconnect, or remove any Company owned facility installed by the Company unless provided elsewhere in this Services Catalog.

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## TERMS AND CONDITIONS

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

## 6. Unusual Installation Costs

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

## E. TELEPHONE DIRECTORIES

## 1. Distribution and Publication

- a. The Company may publish and distribute a directory in electronic or paper format containing the serving exchange listings for each Central Office Access Line without charge. Additional directories may be furnished at the discretion of the Company. Directories containing listings for other areas may be provided at a nominal charge. Directories are furnished to customers as an aid in the use of the telephone service. The Company reserves the right to charge for directories issued in replacement of directories.

## 2. Directory Listings

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

## F. ESTABLISHMENT AND MAINTENANCE OF CREDIT

## 1. Establishment of Credit

- a. The Company is not obligated to provide service to any individual or firm that owes for regulated services previously rendered by the Company at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. Applicants for telephone service who are required to make a deposit may be required to pay in advance of installation, the service connection, installation and/or construction charges. In order to insure the payment of all charges due for its service, the Company may require any customer to establish and maintain his credit in one of the following ways:
- 1) By furnishing credit references acceptable to the Company.
  - 2) By means of a cash deposit.

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## TERMS AND CONDITIONS

## F. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)

2. Amount of Activation Fee
  - a. The amount of the activation fee required shall not be more than the maximum charge for two months local exchange service or as may reasonably be required by the Company in cases involving service for short periods or special occasions. The Company may require the customer to increase the amount of the deposit at any time, if the charges billed against the customer are found to warrant such an increase.
  - b. The activation fee may be made at any Company business office or authorized agent.
  - c. A receipt of activation fee will be furnished to each customer from whom a fee is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the fee is substantiated by the Company records.
  
3. Activation Fee and Collection Practice
  - a. The fact that an activation fee has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of sums due the Company for services rendered. The Company may discontinue service to any customer failing to pay current bills regardless of the fact that such customer has paid the activation fee to the Company or has furnished the Company with a guarantee in writing for such bills.
  
4. Discontinuance of Service for Failure to Establish Credit
  - a. Service may be discontinued for failure to establish or maintain credit, as set forth in F.1. above, twelve days after the Company has mailed notice requiring the customer to do so.
  
5. Service Charge for Reconnection
  - a. Where service has been discontinued for failure to establish or maintain credit, as set forth in F.1. above, the applicable service charges as defined in Part VI of this Services Catalog shall apply.

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TERMS AND CONDITIONS

G. APPLICATION OF BUSINESS AND RESIDENCE RATES

- 1. Business rates apply at the following locations:
  - a. In offices, stores, factories, mines, and all other places of a strictly business nature.
  - b. In boarding houses, except as noted under G.2. below, offices of hotels, halls and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges, hospitals, libraries and other similar institutions.
  - c. At residence locations when the customer has no regular business access line service and the use of the service either by himself, members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature. This may be indicated by advertising either by business cards, newspapers, handbooks, billboards, circulars, motion picture screens, or other advertising media, such as on vehicles, etc. When such business use is not such as commonly arises and passes over to residence telephone during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.
  - d. In any location where the listing of service at that location indicates a business, trade or profession, except as specified under G.2. below.
  
- 2. Residence rates apply at the following locations:
  - a. In a private residence where business listings are not provided.
  - b. In private apartments of hotels, rooming house, or boarding houses where service is confined to the customer's use.
  - c. In college fraternity or sorority houses where individual access line service is provided.

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## TERMS AND CONDITIONS

## H. CONSTRUCTION AND INSTALLATION CHARGES

1. General
  - a. Lines will be extended in accordance with provisions specified in the Line Extension Section.
  - b. Special charges in the form of installation charges, monthly rates or both, are applied in addition to the usual service charge and monthly rates when, because of the sporadic or occasional nature of the service or an unusual investment or expense as for example:
    - 1) The facilities are provided in remote or undeveloped sections.
    - 2) Conditions that require unusual methods of plant construction, installation or maintenance.
    - 3) The customer's location requires the use of costly private right-of-way.
    - 4) The establishment of services which may be of a speculative or temporary nature.
  - c. Title to all construction, as specified in H.2. below, provided wholly or partly as a customer's expense is vested in the Company.
  - d. "Cost" is labor and materials included loaded overheads and may include a contribution to cover the cost of doing business not explicitly associated with direct cost.
2. Special Type of Construction
  - a. If a special type of construction is desired by a customer, (e.g., when underground service is desired in places where aerial construction would normally be used) or if unusual requirements of a customer make the cost of an installation higher than it would be if the usual type of construction were used, the customer is required to pay the difference in cost between the special type of construction and the average cost of the usual type of construction.

## I. MINIMUM CONTRACT PERIODS

1. Minimum Contract Period
  - a. Except as specified elsewhere in this Services Catalog, the minimum contract period is 12 months from the date service or additions to service are established and the minimum charge is the authorized rate for one month. For purposes of rate administration each month is considered to have 30 days.

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## TERMS AND CONDITIONS

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

## 4. Emergency Medical Conditions

Disconnection of a residential customer shall be postponed 30 days if an existing medical emergency of the customer, a member of the customer's family, or any permanent resident of the premises where service is rendered would present an especial danger to the health of any permanent resident of the premises. Indicators of an especial danger to health include, but are not limited to: age; infirmity; mental incapacitation; serious illness; physical disability, including blindness and limited mobility; and any other factual circumstance which may indicate a severe or hazardous health situation. The telephone utility may require written verification of the especial danger to health by a physician or a public health official, including the name of the person endangered, and a statement that the person is a resident of the premises in question. Initial verification may be by telephone, but the telephone utility may require a written verification within 5 days of the verification of the especial health danger by the physician or a public health official, including the name of the person endangered and a statement that the person is a resident of the premises in question. If the service has been disconnected within 14 days prior to verification of illness for a qualifying resident, service shall be restored to that residence if a proper verification is thereafter made in accordance with the foregoing provisions. If the customer does not make payment during the 30-day period, the service is then subject to disconnection.

## 5. At Customer's Request

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

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## TERMS AND CONDITIONS

## K. PAYMENT FOR SERVICE AND FACILITIES

## 1. General

- a. Generally all customers shall pay for services and facilities monthly in advance. Municipal, State or Governmental Agencies may be exceptions to this rule.
- b. Billing to customers shall be scheduled monthly, except on mutual agreement of the customer and Company.
- c. All bills for local services are due not less than 20 days after the bill is rendered.
- d. When a customer is connected or disconnected, or for other cause the service received deviates by more than twenty-four consecutive hours from the normal billing period, the bill shall be prorated. If the prorating indicates a refund is due, the refund shall be accomplished by bill credit.
- e. Failure to receive a bill does not relieve the customer of the responsibility for payment.

## 2. Disconnection of Service by the Company

- a. In the event of failure by the customer or those responsible to pay any bill on or before the due date, the Company may discontinue local services upon written notice, allowing the customer five days to make payment or settlement.

## 3. Service Charge for Reconnection

- a. Where service has been discontinued for non-payment of a due bill applicable service charges as defined in Part VI of this Services Catalog shall apply.
- b. Where service has been discontinued for the non-payment of a due bill, the customer may be required to reestablish credit as defined in Establishment and Maintenance of Credit.
- c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount, applicable nonrecurring charges and if appropriate, an Advance Payment and Deposit as specified elsewhere in this Services Catalog.

## 4. Late Payment Charge

- a. All bills for which full payment has not been received paid before the last date for timely payment shall be subject to a late payment charge.
- b. Late payment charges shall be 1.5% of the local service plus the intrastate toll only.

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

## 1. General

- a. When a municipality or political subdivision imposes upon the Company any license, occupation, franchise, permit, inspection or other similar tax, such tax, fee or charge may be billed to the telephone customers receiving service within the municipal or political subdivision, allocated uniformly on the basis of each such customer's monthly charges for the types of service made subject to such tax, fee or charge.

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## DEFINITIONS

**ACTIVE ACCOUNT** - A customer who is currently receiving telephone service, or one whose service has been temporarily disconnected (vacation, non-payment, storm damage, etc.).

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

**ADJACENT EXCHANGE SERVICE** - Local Exchange Service, including extended area service, provided to a customer via direct facility connection to an exchange contiguous to the exchange in which the customer is located.

**ANCILLARY SERVICE OR EQUIPMENT** - Any communication service or equipment not included in the definitions of transmission service, terminal equipment or inside station wiring.

**AUTHORIZED USER** - A person, firm or corporation (other than the customer) on whose premises a telephone, private branch exchange, or private line service or channel is located and who may communicate over such channels in accordance with the terms of the Services Catalog.

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

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

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

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

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

**CENTRAL OFFICE ACCESS LINE CHARGE** - For work associated with the telephone line, extending from central office equipment up to and including, the demarcation point located at the customers' premises.

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

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

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## DEFINITIONS

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

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

**CLASS OF SERVICE** - The various categories of service generally available to the customer, such as business, residential, pay telephone service and resale or shared services.

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

**COMPANY** - A corporation, association, partnership, or individual engaged in the business of furnishing telephone and other communications services to the public.

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

**CONSTRUCTION CHARGE** - A separate recurring and/or nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the exchange Services Catalog.

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

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

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

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

**CUSTOMER PREMISE EQUIPMENT** - Equipment located on the customer's premise owned by the customer.

**DELINQUENT OR DELINQUENCY** - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely payment.

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## DEFINITIONS

**DEMARCATION POINT** - The physical point at which a utility's public network ends and the customer's personal network begins. The demarcation point defines where the utility's responsibility for maintenance ends and the consumer's responsibility begins.

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

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

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

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

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

**ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)** - A telephone exchange service whereby one or more Public Safety Answering Points designated by the customer may receive telephone calls dialed to the telephone number 911.

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

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

**EXCHANGE AREA** - The territory served by an exchange.

**EXCHANGE SERVICE** - The furnishing of facilities for communication within an exchange area, in accordance with the regulations and charges specified in the Local Services Catalog.

**EXTENDED AREA SERVICE** - Extended Area Service (EAS) means telephone service furnished between end user customers located within an exchange area and all of the end user customers of an additional exchange area. Extended Area Service is only for local calls both originating and terminating within the defined extended area by the end users of local exchange companies.

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

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## 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** - Exchange service furnished to a customer from an exchange other than the exchange regularly serving the area in which the customer is located.

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

**INDIVIDUAL LINE** - A Central Office Access Line to provide one-party service. (Not a private branch exchange trunk.)

**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.

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

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

**LABOR CHARGE** – Charge for all work ordered and requested based on an hourly rate with a minimum of ½ hour charge.

**LIFELINE ASSISTANCE** – An assistance program which for qualified applicants have a reduction in the monthly local exchange service.

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

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

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

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

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BY:	Kyle Manders	Manager	Bernard, Iowa 52032
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## DEFINITIONS

MILEAGE RATE - The rate applying for the use of part or all of a line furnished by the Company.

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

NETWORK INTERFACE DEVICE (NID) – A device that serves as the demarcation point between the carrier’s local loop and the customer’s premises wiring. Outdoor telephone NIDs also provide the subscriber with access to the station wiring and serve as a convenient test point for verification of loop integrity and of the subscriber’s inside wiring.

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

NOTICE - See "Disconnect Notice."

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

PAY TELEPHONE SERVICE - A central office access line providing connections for pay telephone equipment.

PAY CENTRAL OFFICE ACCESS LINE - A circuit extending from the central office equipment up to and including the demarcation point to provide both local and toll service.

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

PRIVATE BRANCH EXCHANGE TRUNKS - See "Central Office Access Line."

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

RESALE SERVICE - Central Office Access Line service obtained by a customer from the Company and resold to occupants of a building or complex of buildings.

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

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

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## DEFINITIONS

SERVICE CHECK - See "Check of Service".

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

SHARED SERVICE - Central Office Access Line service obtained by a customer from the Company and shared by occupants of a building or complex of buildings.

SUSPEND - See "Temporary or Vacation Suspension."

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

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

TIMELY PAYMENT - Payment on a customer's account received on or before the due date shown: on a current bill for rates and charges, or by an agreement between the customer and the Company for a series of partial payments to settle a delinquent account.

TOLL BLOCKING - A service that lets customers block the completion of outgoing toll calls from their telecommunications line.

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ACRONYMS

C

CO Central Office

E

EAS Extended Area Service

F

FCC Federal Communication Commission  
FX Foreign Exchange

I

IUB Iowa Utilities Board

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LOCAL EXCHANGE SERVICE

B. RATES (Continued)

Monthly Rate

- 1. CENTRAL OFFICE ACCESS LINES (Continued)
- 2. PAY TELEPHONE SERVICE
  - a. PAY CENTRAL OFFICE ACCESS LINE
    - 1) If the Pay Access Line does not require a special line card..... \$19.25
    - 2) If the Pay Access Line requires a special line card ..... \$25.00

C. CONDITIONS

- 1. Pay Telephone Service rate is applied only when special line treatment is required for FLEX ANI. Flexible ANI provides "II" (identification indicator) digits that identify the class of service of the phone you are calling from. ANI is the billed telephone number associated with the telephone and is the direct number from where you are calling from. When a special line treatment is not required, the Business Service rate will be applied.

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## LOCAL EXCHANGE SERVICE

## RESALE AND SHARED SERVICES

## A. GENERAL

1. The Company will provide central office access lines to any landlord, owner, tenant association, or other affiliated group for the purpose of reselling or sharing local exchange services to occupants of a building or complex of buildings with a community of interest.
2. All persons (end-users) or occupants in a building or complex of buildings shall be permitted to subscribe to local exchange service from the Company.
3. The telephone rates charged to resale or shared use providers of service shall be on the same basis as business service.
4. The rates contained herein are in addition to all other applicable rates and charges located in other parts of this Company's Services Catalog.

## B. CONDITIONS

1. Community of interest as used in Paragraph A.1. above normally indicates joint or common ownership but other factors may be considered.
2. The local resale or shared use supplier is required to subscribe to a sufficient number of access lines to assure the local network is not impaired and shall provide adequate facilities to its customers.
3. The Company is responsible for transmission quality up to the point of demarcation with the resale/shared use supplier. Transmission quality on the customer side of demarcation shall be the responsibility of the resale/shared use supplier.
4. The local resale/shared use supplier shall be responsible for providing local exchange telephone directories to its customers or users. The Company shall provide the resale/shared use supplier a directory in accordance with Part II of this Services Catalog.

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BY: _____	_____	_____
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GENERAL EXCHANGE SERVICES

DIRECTORY LISTINGS

A. GENERAL

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

B. RATES

	<u>Monthly Rate</u>
1. Additional or alternate listings, per listing.....	\$0.50
2. Unlisted service, per listing.....	
3. Private service, per listing.....	
4. Foreign or nonsubscriber service, per listing..... (See Condition 4)	\$1.00#

# - The rate is to be paid in advance for the period the directory is in force. No refund shall be made if the listing is discontinued prior to the expiration of the directory period. The rate does not apply for Foreign or non-subscriber listings, for Scouting or other non-profit organizations.

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. Additional listings may be furnished with business or residence service for persons who occupy the same premises at the rates shown above. An additional listing may include the same address and telephone number as the primary listing.

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GENERAL EXCHANGE SERVICES

C. CONDITIONS (Continued)

- 3. An alternate call listing refers a calling party to certain other telephone numbers such as after business hours, on Sundays, holidays, or if there is no answer on the first listed number. Where the alternate call number is that of another customer, the listing will be furnished only with written approval of the other customer.
- 4. A foreign or nonsubscriber listing is furnished to 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. The Conditions of paragraph C.1. above shall apply.
- 5. Unlisted Service indicates the customer listing is omitted from the directory but otherwise posted on the directory assistance records and the telephone number will be given out upon request.
- 6. Private service is the omission of a customer's listing from both the telephone directory and directory assistance records.
  - a. When private 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 private listing.
  - b. No charge will apply for private service for customers having other listed service.
- 7. The charge for additional, alternate or private listings is effective the day the directory assistance record is posted.

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                Name    Title    Address

GENERAL EXCHANGE SERVICES

EMPLOYEES' TELEPHONE SERVICE

A. GENERAL

Employees' Concession Telephone Service may be offered to all active and retired employees at their residence when such telephone service is provided by this Company.

B. RATES

- 1. The charge for Employees' Telephone Service is 100 percent of the regular rate.

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BY: Kyle Manders Manager Bernard, Iowa 52032  
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GENERAL EXCHANGE SERVICES

FOREIGN EXCHANGE SERVICE

A. GENERAL

- 1. Foreign Exchange Service (FX) is a local service that provides dial tone to and from a telephone exchange other than the subscribers local exchange. In essence, the telephone subscriber is provided dial tone from another exchange whereby calls are transmitted over a special circuit between the two exchanges.
- 2. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this Services Catalog.

B. DEFINITIONS

- 1. Local Exchange - the exchange in which the customer premise equipment is located and in which service is provided.
- 2. Serving Exchange - the exchange in which the serving central office is located.
- 3. Contiguous Exchange - adjoining exchanges which share a common boundary.
- 4. Noncontiguous Exchanges - exchanges which do not share a common boundary.

C. RATES

- 1. Serving Exchange (Dial Tone Provider) rates would be as follows:
  - a. Business or Residence rates would apply (See Part IV of this Services Catalog), plus any possible mileage rates for outside of the base rate area;
  - b. Plus, a FX service rate of \$0.75 per month.
- 2. Local Exchange (Non Dial Tone Provider) rates would be as follows:
  - a. Business or Residence "Central Office Access Line" rates would apply (See Part IV of this Services Catalog), plus any possible mileage rates for outside of the base rate area;
  - b. Plus, a FX service rate of \$0.75 per month.

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## GENERAL EXCHANGE SERVICES

## D. CONDITIONS

1. Foreign Exchange Service will be limited to business and residence individual Local Service, or PBX trunks, when facilities for its provision are available.
2. One directory listing will be provided, without added charge in the alphabetical directory covering the serving exchange for each business or residence service. In addition, each business customer will be entitled to a regular listing in the classified directory covering the serving exchange without additional charge. Additional listing in the alphabetical and/or classified directories covering the local or other exchanges may be provided at the rates effective in those exchanges.
3. Customers to Foreign Exchange Service are required to subscribe to Local Service of the exchange from which service would normally be rendered. Any suspension or termination of the primary Local Exchange Service will require suspension or termination of the Foreign Exchange Service.
4. Calls beyond the local calling area of the serving exchange will not be permitted.

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Name	Title	Address

## GENERAL EXCHANGE SERVICES

## LINE EXTENSIONS

## A. GENERAL

Line extensions may be provided as set forth in this Services Catalog for any class and grade of Local Service to customers or applicants beyond the existing facilities of the Company, within the same exchange. The charges contained herein are in addition to all other applicable rates and charges located in other parts of this Services Catalog.

## B. CHARGES

	<u>Nonrecurring Charges</u>
1. Extension of facilities	
a. Within the Base Rate/or Special Rate Areas of the Company	None
b. Outside of the Base Rate and/or Special Rate Areas of the Company within the exchange boundaries	
1) Extension of facilities when costs are less than the average amount of Outside Plant investment of the Company. (See formula below.)	None
2) Extension of facilities when costs are greater than the average amount of Outside Plant investment of this Company.	Computed by Formula
2. Formula for Computing Charges:	
a. Outside Plant, net value in last Company financial report. Elements to include:	
1) Plant Under Construction	
2) Pole Lines	
3) Aerial Cable	
4) Underground Cable	
5) Buried Cable	
6) Aerial Wire	
7) Underground Conduit	
b. Number of Central Office Access Lines, at same date as a.	
c. Divided a. by b. equals d.	
d. Average Outside Plant, per Central Office Access Line	
e. Determine total cost of Outside Plant extension	
f. Subtract d. from e. (if possible) equals g.	
g. Remainder is the dollar amount of the line extension due from the customer.	

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Date

BY: Kyle Manders  
Name

Manager  
Title

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GENERAL EXCHANGE SERVICES

C. CONDITIONS

1. Route and type of facilities
  - a. The Company shall determine the route and type of construction which will be used in the extension of its facilities within an exchange. All such line extensions shall be owned and maintained by the Company.
  - b. The Company will be responsible for the route of the proposed line extension facilities upon which costs will be developed. Such routes will include the last pole or cable distribution box on public or private property but will exclude the drop wire (maximum of 300') for the building in which the telephone service is to be located.
  - c. Any difference in costs between the type of construction proposed by the Company for use on a line extension and the type of construction requested by the customer will be charged at actual cost for the difference. (See Part II, Special Type of Construction.)
  - d. When two (2) or more applicants mutually agree they may be considered as a "group." Line extension charges will be established in order to determine the amount of construction which needs to be provided. Line extension charges computed for the total extension, less allowable costs, may be proportionately divided among the applicant making up the "group."
  
2. Obligation of the Company
  - a. The Company's obligation to provide service through line extensions is solely dependent upon its ability to secure, retain, and maintain suitable rights-of-way without unreasonable expense.
  - b. The Company will survey all prospective customers who could receive service from each proposed line extension project prior to its construction.
  
3. Payment of charges applicable to line extensions shall be paid in advance.
  
4. Applicants requesting service which can be provided from a previously established line extension project:
  - a. Within 12 months from the time service was initially provided by means of such line extensions, initial charges will be recomputed by the Company and the applicant will pay a proportionate share of such charges as if they were one of the initial applicants and appropriate refunds will be made to the original customer(s).
  - b. After 12 months from the time service was initially provided, such applicant(s) will be responsible for the charges and conditions applicable to the establishment of line extension facilities required to serve them alone.
  
5. Except as provided elsewhere in this Services Catalog, refunds of line extension charges will not be paid by the Company.

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## GENERAL EXCHANGE SERVICES

## C. CONDITIONS (Continued)

6. Supersedure of service provided from a line extension and any adjustment in an amount paid by a customer discontinuing such service will be a matter of negotiation between the disconnecting customer, who has obligated himself for the line extension charge and the superseding applicant.
7. The Company will have the option to specify the type of construction to be used when line extensions are requested for service into real estate subdivisions or mobile home parks. Any difference in costs of types of plant facilities used by the Company or requested by the subdivider will be negotiated between the parties.
8. When the line extension proposed contains growth potential to provide for anticipated future service demands, the proposed customer(s) will only be obligated for that portion of such line extension costs as would be necessary to serve the new customer alone. It will be to that segregated amount that the Formula for average Outside Plant costs will be applied.
9. Line extensions of a temporary or speculative nature
  - a. Line extension of the Company's facilities may be made to provide service of a temporary or speculative nature. An applicant whose service is considered speculative or temporary in nature will be charged the total actual costs of construction and estimated costs of removal, less salvage value, for the material used to establish the service.
    - 1) If after a 12-month period the temporary or speculative project is considered by the Company to be a permanent service, a refund may be made to the customer for the difference between costs paid and the charges which would have been computed for a regular line extension.

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GENERAL EXCHANGE SERVICES

TOLL BLOCKING SERVICE

A. GENERAL

1. Toll blocking service provides denial of outgoing 0+ and 1+ long distance calls for central office access lines or trunks or equivalent.
2. This service is provided only where central office capabilities permit the offering.

B. RATES

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Toll Blocking Service (outgoing calls only) .....	\$1.00	\$6.00

C. CONDITIONS

1. The customer shall not be permitted to place outgoing calls to an operator or any part of the 0+ or 1+ long distance network when this service is in effect.
2. Incoming calls are not restricted.
3. Toll blocking is available to Lifeline customers without charge.

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## GENERAL EXCHANGE SERVICES

## TEMPORARY OR VACATION SUSPENSION

## A. GENERAL

Temporary Suspension of Service is available for vacation purposes at a reduced rate upon customer request. This service is allowed when a customer is away from their premises for an extended time in the event of vacation, emergency, relocation, military service, or other purposes deemed reasonable by management.

## B. RATES

1. No monthly rate will be accessed while services are suspended.
2. Customers will be charged a \$15 fee for restoral of service.

## C. CONDITIONS

1. The rates may be billed in total prior to the establishment of temporary suspension.
2. The minimum period for which this service may be provided is 30 days; the maximum is 120 days during any 12-month period.

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## GENERAL EXCHANGE SERVICES

## ADJACENT EXCHANGE SERVICE

## A. GENERAL

1. Adjacent Exchange Service is offered to customers of this Company in any adjacent contiguous exchange in the State of Iowa.
2. The customer must subscribe to service in the primary exchange to be eligible for this service.
3. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this Services Catalog.
4. This adjacent exchange Services Catalog shall not affect the terms under which a customer receives adjacent exchange service, if that customer was receiving adjacent exchange service prior to April 26, 1989.

## B. DEFINITIONS

1. Primary Exchange - The exchange in which the customer is located.
2. Adjacent (secondary) Exchange - The adjacent contiguous exchange from which a second service can be extended into the primary exchange.
3. Construction Charges - The costs, including normal overhead expenses and costs for regrouping of lines, incurred by the company(s) in the provision of facilities required to extend the adjacent exchange service to the premises of the customer in the primary exchange.
4. Telephone Plant - The central office equipment, wire, poles when applicable, outside plant facilities necessary in the provision of this service.
5. Point of Connection - Exchange boundary line, or point at which plant facilities cross, between the primary and adjacent exchanges.

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                                Name    Title    Address



## GENERAL EXCHANGE SERVICES

## E. CONDITIONS

1. No toll calls will be placed from or charged to the customer's adjacent exchange central office access line except at such times as the primary exchange central office access line has been reported to be out of service.
  - a. Any violation of this condition will be cause for suspension or termination of the Adjacent Exchange Service.
  - b. When service from the primary exchange has been reported out of order, toll calls placed from the adjacent exchange central office access line will be rated from the adjacent exchange.
2. The rates, charges and billing for primary exchange service (plus toll charges on the primary central office access line) will be the responsibility of the primary company. The primary exchange company shall bill for the adjacent exchange service and make appropriate settlement to the secondary exchange company, unless the primary exchange and the adjacent exchange agree to a different billing arrangement.
3. All outside telephone plant and facilities will be owned, installed and maintained by the company(s) in whose exchange it is provided.
4. A customer subscribing to adjacent exchange service must also subscribe to service from the primary exchange. Any suspension or termination of the primary exchange service will require suspension or termination of the adjacent exchange service.
5. Disconnection of Service
  - a. When service provided under this Services Catalog is disconnected, because the customer has no further need of such, or for non-payment of either primary or adjacent exchange service, no refunds of amounts paid previously by the customer for the extension of this service will be made by the Company.
6. Reuse of Facilities
  - a. When disconnected facilities are reused by a subsequent adjacent exchange service customer requiring the same grade of service, no additional Construction Charges will be applied to such reconnected facilities, providing no additional construction of telephone plant is required.
7. Failure of the customer to comply with the Services Catalog provisions related to adjacent exchange service shall make the customer subject to discontinuance of service after appropriate notice.
8. Adjacent exchange service shall be restricted to only residential service, unless a waiver is permitted by the Utilities Board for a particular customer for good cause shown.

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## GENERAL EXCHANGE SERVICES

## CUSTOM CALLING SERVICES

## A. GENERAL

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

## B. RATES

1. Individual Services	Monthly Rate	
	<u>Per CO Line Equipped</u>	
	<u>Residence</u>	<u>Business</u>
a. Automatic Recall.....	\$1.00	\$1.00
b. Blocked Call Rejection.....	N/C	\$1.00
c. Call Forwarding Basic .....	\$1.00	\$1.00
d. Call Forwarding Busy Line .....	\$3.00	\$3.00
e. Call Rejection.....	\$1.00	\$1.00
f. Call Trace.....	\$5.00	\$5.00
g. Call Waiting.....	\$1.00	\$1.00
h. Call Waiting Deactivation .....	N/C	N/C
i. Caller Identification Blocking Per Call.....	N/C	N/C
j. Caller Identification Name .....	\$2.00	\$1.00
k. Caller Identification Number .....	\$2.00	\$2.00
l. Distinctive Ringing .....	\$1.00	\$1.00
m. Selective Call Acceptance.....	\$1.00	\$1.00
n. Selective Call Forwarding.....	\$1.00	\$1.00
o. Speed Calling:		
1. <u>8</u> Code .....	\$1.00	\$1.00
2. <u>30</u> Code .....	\$1.00	\$1.00
p. Three Way Calling .....	\$1.00	\$1.00

\* - Rates are available to customers at the Company's office, website or by mail.

ISSUED: <u>June 21, 2013</u>	EFFECTIVE: <u>July 22, 2013</u>
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BY: <u>Kyle Manders</u>	Manager	Bernard, Iowa 52032
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## GENERAL EXCHANGE SERVICES

## C. DEFINITIONS (Continued)

- h. Call Waiting Deactivation: This feature gives Call Waiting customers the ability to control when Call Waiting functions on their line.
- i. Call Identification Blocking-Per Call: Enables a customer to control the disclosure of their telephone number or name and telephone number to a subscriber of Caller Identification (where technically feasible) by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public status" allows delivery of the telephone number or name and telephone number. "Private status" prevents delivery of the telephone number or name and telephone number. Per Call Blocking is provided at no charge.
- j. Caller Identification-Name: Allows for the automatic delivery of a calling party's name to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name is displayed on customer provided equipment.

The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that 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 sole and only obligation shall be to reasonably correct errors in names when notified in writing of such errors.

- k. Caller Identification-Number: Allows for the automatic delivery of a calling party's telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The number is displayed on customer provided equipment.
- l. Distinctive Ringing: A central office based service which provides up to three distinctive ringing codes on incoming calls, using one individual access line. The distinctive ringing codes are achieved by assigning up to three additional telephone numbers to the access line. Two types of Distinctive Ringing are available:

Type A: The above service without a directory listing.

Type B: The above service with a directory listing.

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GENERAL EXCHANGE SERVICES

D. CONDITIONS

1. Call Forwarding Services shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred. Customers utilizing call forwarding services are responsible for the payment of charges for each toll call to the telephone to which the call is transferred.
  
2. Control of the number assignment on the shared speed call list associated with Group Intercom resides with the provider. The provider must have an access line in the same central office as their client for the purpose of controlling the speed call list. The access line will be restricted from dialing any toll calls billable to the end user.
  
3. Custom Calling Services will be provided in connection with individual line residence and business service. Custom Calling Services are not available to PBX customers.

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## GENERAL EXCHANGE SERVICES

## INFORMATION SERVICE ACCESS BLOCKING

## A. GENERAL

1. Information Service Access Blocking enables customers with individual line service to request the blocking of access to all 900 and 976 numbers.
2. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this Services Catalog.

## B. CHARGES

1. Applicable rates apply.

## C. CONDITIONS

1. A customer shall not be charged for the first activation of information service access blocking. After this service has been established, subsequent unblocking and/or reblocking will be subject to all applicable charges.
2. This service is provided only where central office capabilities permit the offering.

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## GENERAL EXCHANGE SERVICES

## N11 – SERVICE OFFERINGS

## A. SERVICE DESCRIPTION

1. 211 Service – 211 Service (“211”) is a three-digit local dialing arrangement available in specified areas for the delivery of community information and referral services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services.
2. 311 Service – 311 Service (“311”) is a three-digit local dialing arrangement available in specified areas for the delivery of non-emergency local government services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 311 code is assigned for non-emergency local government services.
3. 511 Service - 511 Service (“511”) is a three-digit local dialing arrangement available in specified areas for the delivery of travel information services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 511 code is assigned for access to travel information services.
4. 711 Service – 711 Service (“711”) is a three-digit local dialing arrangement for telephone transmission access to all Telecommunications Relay Service (TRS) entities as a toll free call. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 711 code is assigned for nationwide access to TRS entities.
5. 811 Service – 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 the 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).

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## GENERAL EXCHANGE SERVICES

## N11 – SERVICE OFFERINGS (Continued)

6. 911 Service – 911 Service (“911”) is a three –digit local dialing available in the State of Iowa. Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby one or more Public Safety Answering Points (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service includes a line and equipment necessary for the answering, transferring and dispatching of public emergency telephone 911 calls originated by persons within the serving area. E911 Service provides for Selective Routing, Automatic Number Identification, and Automatic Location Identification features.

## B. TERMS AND CONDITIONS

1. N11 Service is available in Company territory only. To provide N11 access to end users in another company’s territory, or to a Competitive Local Exchange Carrier’s (CLEC) end user, the N11 subscriber must make appropriate arrangements with the Company or CLEC serving that territory.
2. This service is provided subject to the availability of the N11 code.
3. N11 can be delivered via regular exchange access lines (by individual business line, PBX trunks, etc.).
4. Access to N11 is not available to the following classes of service:
  - 1+,
  - 0+, 0-(credit card, third-party, collect calls),
  - 101XXXX.

In addition, operator assisted calls to the N11 subscriber will not be completed.

5. The N11 subscriber is restricted from selling or transferring the N11 code to an unaffiliated entity, either directly or indirectly.
6. N11 will not provide calling number information in real time to the N11 subscriber. If the N11 subscriber needs this type of information, the N11 subscriber must subscribe to a compatible Caller Identification Service.

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## GENERAL EXCHANGE SERVICES

## N11 – SERVICE OFFERINGS (Continued)

## B. TERMS AND CONDITIONS (Continued)

7. Calls to the N11 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the N11 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to N11 from areas where N11 Service is not provided will be advised that the service is not available from their number.
8. Disputes regarding geographic coverage by two or more N11 subscribers will be referred to the Iowa Utilities Board.
9. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The N11 subscriber will be billed the nonrecurring charge (if applicable) when the Company provisions the service.

If during this period, the N11 subscriber has failed to establish service or decides to discontinue service establishment, the N11 code will be recalled and the code will be considered available for reassignment. If the network has been provisioned for the subscriber, the nonrecurring charges if applicable will not be refunded or waived.

10. 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.
11. N11 Service is provided where facilities permit.
12. The N11 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach community information and referral services, non-emergency local government services, travel information services, telephone transmission access to all Telecommunications Relay Service (TRS) entities as a toll free call, or access to One Call systems provided by dialing N11.

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## GENERAL EXCHANGE SERVICES

## N11 – SERVICE OFFERINGS (Continued)

## B. TERMS AND CONDITIONS (Continued)

## 13. N11 will be provided under the following conditions:

- a. The subscriber will subscribe to adequate telephone facilities, both initially and subsequently as required in the judgment of the Company, to handle calls to N11 without impairing the Company's general telephone service or telephone plant.
- b. The N11 subscriber is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copy rights, trademarks, and patents used in connection with the service.
- c. The N11 subscriber shall 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, copy right, or resulting from any claim of liable and slander.
- d. Suspension of N11 Services is not allowed.
- e. The N11 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via N11. At the Company's request, the N11 subscriber will assist in responding to complaints made to the Company concerning the subscriber's N11 service.
- f. The Company will provide both oral and written notification when a N11 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the company or by other subscribers of N11. The Company reserves the right once notification is made to institute protective measure up to and including termination at any time and without further notice. The Company may take protective measure when the N11 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

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## GENERAL EXCHANGE SERVICES

## N11 – SERVICE OFFERINGS (Continued)

## B. TERMS AND CONDITIONS (Continued)

14. The following conditions apply if the N11 subscriber provides a pre-recorded announcement:
  - a. The N11 subscriber will provide announcements. The Company will provide only delivery of the call.
  - b. The Company's provision of access to the N11 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 N11 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  - d. The N11 subscriber assumes all financial responsibility, according to other specific rates and charges under catalog, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
15. The Company may take all legal and practical steps to disassociate it from N11 subscribers whose business and/or public conduct (whether demonstrated or proposed) generate unacceptable levels of complaints by end users.
16. The Company is not liable for any losses or damages of any kind resulting from the unavailability of its equipment, facilities or for any act, omission, or failure of performance by the Company, its employees or agents, in connection with this Services Catalog. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.
17. Calls placed to the N11 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.

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GENERAL EXCHANGE SERVICES

N11 – SERVICE OFFERINGS (Continued)

C. RATES AND CHARGES

1. A Service Establishment charge will apply per point-to number.
2. N11 subscribers will pay the applicable charges contained in the Company's schedule for the local exchange arrangements used for transporting and terminating messages at the N11 subscriber's designated premises.
3. A Central Office Switch Activation charge will apply per central office translated to the point-to number and to change the point-to number.
4. Charges applicable to N11 Service are as follows:

Nonrecurring Charge

- a) Service Establishment Charge
  - Per Point-to Number .....
- b) Central Office Switch Activation Charge
  - Per Central Office Switch translated .....

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\*

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## SERVICE CHARGES

## A. GENERAL

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

## B. CHARGES

	<u>Charge</u>
1. New Customer Activation Fee.....	\$75.00
2. <u>Service Ordering Charge</u>	
Per customer request for work ordered and requested to be completed at the same time	
a. Residence Service	
1) For connecting new or additional Central Office Access Lines.....	\$12.00
2) For moving or changing existing service and facilities, record work or adding new or additional service and facilities other than Central Office Access Lines.....	\$8.00
b. Business Service	
1) For connecting new or additional Central Office Access Lines (Key System, PBX Trunk, Pay Telephone, Resale or Shared Service Lines).....	\$12.00
2) For moving or changing existing service and facilities, record work or adding new or additional service and facilities, other than Central Office Access Lines (see b.1 above) .....	\$8.00
3. <u>Central Office Access Line Charge</u>	
Per Central Office Access Line or telephone number worked on, including, but not limited to the following:	
a. Residence Service	
1) Central Office Access Lines, each.....	\$12.00
2) Off-premises mileage and tie lines involving central office work, each.....	\$12.00

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SERVICE CHARGES

B. CHARGES (Continued)

	<u>Charge</u>
3. <u>Central Office Access Line Charge</u> (Continued)	
b. Business Service	
1) Central Office Access lines, (see b.1 above) each .....	\$12.00
2) Off-premises mileage and tie lines involving central office work, each.....	\$12.00
3. <u>Labor Charge</u>	
Labor applies for all work ordered and requested based on an hourly rate with a minimum 1/2 hour charge. ....	\$25.00 Per Half Hour
4. <u>Reconnect Charge</u>	
Reconnect charge for customers disconnected for non-payment of bill .....	\$15.00
5. <u>Returned Check Charge</u>	
An administrative charge is applicable for each occasion that a check, bank draft, or electronic funds transfer item is returned unpaid to the Telephone Company, per occurrence.....	\$20.00

C. CONDITIONS

1. Service Charges are in addition to the other applicable rates and charges located in other parts of this filed Services Catalog.
2. Service Charges apply in addition to, but not in lieu of, mileage rates or those charges covered under Special Type of Construction or Line Extensions of a temporary or speculative nature.
3. When Central Office Access Line service is established for a different customer and all of the facilities are reconnected in place without any change, the appropriate service ordering charge applies to the class of service established.

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## SERVICE CHARGES

## C. CONDITIONS (Continued)

4. Service Charges apply for:
  - a. Establishing service.
  - b. Reconnections of service for non-payment when a service order had been issued for due bill.
  - c. Move of service from one premise to another.
  - d. Number change made at the request of the customer.
  - e. Rearrangement or relocation of facilities at customers request.
  
5. Service Charges do not apply:
  - a. When any change is made and initiated by the Company.
  - b. For customer name change with no lapse in billing or change in service.
  - c. When central office access line service is reestablished at a secondary location immediately following the rendering of the customer's primary location as unfit for occupancy, due to fire, flood, etc. At the option of the Company, the same telephone number may be used.

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SERVICE CHARGES

SERVICE CHECK CHARGES

A. GENERAL

- 1. A service check will be performed when a customer requests the telephone company to perform a check of its facilities up to the demarcation point.

B. CONDITIONS

- 1. No charge will be assessed the customer regardless of whether the telephone company determines any difficulty exists on its side of the demarcation point.
- 2. When a customer requests that the telephone company locate or repair any difficulty on the customer's side of the demarcation point, a deregulated charge may apply for checking the facilities on both the customer's and the telephone company's side of the demarcation point.

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LIFELINE ASSISTANCE SERVICE

A. GENERAL

1. Lifeline is a plan that assists qualified low-income lowans by providing a monthly reduction of \$9.25 on their local telephone bill or Broadband Internet Access Service ("BIAS") bill. You may only receive low-income assistance from one wireline or wireless telephone provider, or one BIAS provider per household.
2. Voice and Broadband are now supposed services for the monthly benefit, you will be able to choose what service to apply your Lifeline discount to; Telephone, Broadband Internet Access Services, or Service Bundle, but you can only receive a discount on ONE option per household – phone or Internet.
3. Lifeline-discounted services include:
  - Voice Services:
    - A home landline telephone service
    - Wireless (cell-phone) voice plan – 500 minutes per month
  - Internet/Data Services:
    - Wireless (cell-phone) Data Plan – 500 MB per month at 3G speeds
    - Home Internet service – 10 mbps/1 mbps (download/upload) speeds for home Internet plans
    - (Exception: In areas where the telephone company cannot offer 10 mbps/ 1 mbps speeds, speeds will be up to 4 mbps/1 mbps.)

B. APPLICATION

1. The customer, who is requesting Lifeline Assistance Service, must provide a signed form, provided by the Company certifying under penalty of perjury that he or she is receiving benefits from one of the programs specified in 1. preceding. The applicant must identify the program or programs from which he or she is receiving benefits, and agree to notify the Company when they no longer participate in the program or programs.
2. Lifeline Assistance Service can only be associated with the primary residential connection.
3. Toll Blocking, as specified in (Toll Restriction Service) Section, is available to Lifeline Assistance customers at no charge.

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## LIFELINE ASSISTANCE SERVICE

## B. APPLICATION (Continued)

4. Deposit requirements do not apply to a Lifeline Assistance Service customer if the customer voluntarily elects toll blocking service.
5. Lifeline Assistance Service may not be disconnected for non-payment of nonregulated toll charges.

## C. ELIGIBILITY REQUIREMENTS

To be eligible for Lifeline assistance, you must meet income-based criterion currently defined as at or below 135% of the Federal Poverty Guidelines (see brochure) **OR** participate in at least one of the following programs:

- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Medicaid
- Federal Public Housing Assistance
- Veterans Pension and Survivors Benefit Program

## D. KEY FACTS

- Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program;
- Only one Lifeline service is available per household;
- A household is defined, for the purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses;
- A household is not permitted to receive Lifeline benefits from multiple providers;
- Violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the subscriber's de-enrollment from the program; and
- Lifeline is a non-transferable benefit and the subscriber may not transfer his or her benefit to any other person.

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LIFELINE ASSISTANCE SERVICE

E. RATES AND CHARGES

1. The lifeline customer will receive a monthly credit toward their local exchange service rate. The total monthly credit identified in 47 CFR 54.403 shall be used to reduce the Lifeline customer's rate.
2. All recurring and nonrecurring charges for any service ordered by the customer shall be billed at the Service Catalog rates.
3. When a customer is no longer eligible for Lifeline Assistance Service, the lifeline credit amount specified in 1. preceding, will be discontinued and regular Service Cataloged rates and charges will apply.

For more information about Lifeline Assistance please contact the telephone company or visit the USAC Lifeline website at <http://www.universalservice.org/li/default.aspx>

You may download the lifeline and application forms at:  
[https://iub.iowa.gov/sites/default/files/files/records\\_center/forms/telecom/lifelineinfo%26Form.pdf](https://iub.iowa.gov/sites/default/files/files/records_center/forms/telecom/lifelineinfo%26Form.pdf)

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ACCESS SERVICES CONCURRENCE

A. CONCURRENCE IN RATES AND CHARGES OF NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF F.C.C. NO. 3, 4, AND 5 AS FILED BY THE IOWA TELECOMMUNICATIONS ASSOCIATION ACCESS SERVICE TARIFF NO. 1

- 1. Bernard Telephone Company, Inc. concurs in the Effective Access Tariff as filed by the Iowa Telecommunications Association in the State of Iowa.

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