

La Harpe Telephone Company

**ILL. C.C. NO. 10**  
Original Title Page  
Cancelling ILL. C.C. NO. 6, 7, & 8 of  
La Harpe Telephone Company In Its Entirety

NONCOMPETITIVE TELECOMMUNICATIONS SERVICES TARIFF

SCHEDULE OF RATES AND CHARGES  
TOGETHER WITH RULES AND REGULATIONS  
APPLICABLE TO TELEPHONE SERVICE  
PROVIDED IN THE TERRITORY SERVED BY THE  
LA HARPE TELEPHONE COMPANY  
WITHIN THE STATE OF ILLINOIS AS FOLLOWS:

Fountain Green  
La Harpe

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**Issued: 04/09/99**

**Todd Irish  
President  
La Harpe, IL 61450**

**Effective: 05/10/99**

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**DEFINITIONS**

2. Definitions

Access Line

The circuit which travels from the Central Office to the subscriber's premise terminating at the protector which provides direct access to the local exchange and the toll switching networks.

Aggregator

Aggregator denotes any entity that, in the ordinary course of its operations, makes telephones available to the public or transient users of its premises, for interstate telephone calls using a provider of operator services.

Alternative Telephone Service

Alternative Telephone Service means, except where technically impracticable, a wireless telephone capable of making local calls.

Appointment

Appointment means an arrangement made by the Company to meet a customer within an agreed four (4) hour window at the customer's premises to perform work on the network.

Basic Local Exchange Service Installation

Basic local exchange service installation means the installation of basic local exchange service, or the physical connecting and diagnostic testing of a local loop that results in the provisioning of dial tone to the requesting customer's network interface device. It includes move orders and orders for additional lines.

(N)



(N)

Central Office (CO) Implemented Coin Line

An access line that provides coin signaling. A customer provided payphone may be used with a CO Implemented Coin Line.

Channel

The communications path provided by the Company between two or more locations.

(M1) Information that originally appeared in Section 2, Original Sheet No. 1 now appears in Section 2, 1<sup>st</sup> Revised Sheet No. 2

**DEFINITIONS**

2. Definitions (Cont'd)

Circuit

(M1)

A Channel used for the transmission of electrical or optical energy in the furnishing of telephone service.

Contract

The service agreement between a subscriber and the Company under which services and facilities are furnished in accordance with the provisions of the applicable tariffs.

Customer

A subscriber to services listed in this Tariff. See Subscriber.

Customer Activity Charge

Nonrecurring charge(s) made for the establishment of communication service or subsequent additions or changes to that service.

Customer Provided Equipment (CPE)

Devices, apparatus and their associated wiring provided by a subscriber for use with facilities furnished by the Company.

(M1)

Demarcation Point

The point of connection, provided and maintained by the La Harpe Telephone Company, at which the station wiring becomes dedicated to an individual customer's use. For an individual customer dwelling, this point of connection will generally be the modular jack on the customer side of the Network Interface Device (NID). The drop wire and the network protector will continue to be provided by, and remain the property of, the La Harpe Telephone Company. The demarcation point is usually the point at which the La Harpe Telephone Company wiring connects with the customer's wiring.

(M1) Information that originally appeared in Section 2, Original Sheet No. 1 now appears in Section 2, 1<sup>st</sup> Revised Sheet No. 2

(M2) Information that originally appeared in Section 2, Original Sheet No. 2 now appears in Section 2, Original Sheet No. 2.1

**DEFINITIONS**

2. Definitions (Cont'd)

Essential Telephones

All coin operated telephones (payphones) accessible by the public, provided for emergency use (Emergency Use Telephones), a reasonable percentage of telephones in hotels, motels, hospitals and nursing homes, and a reasonable percentage of credit card operated telephones on any group of such telephones. Essential Telephones may also be called Public Interest Telephones.

Emergency Use Telephones

All telephones intended primarily to save persons from bodily injury, theft or life threatening situations. This includes, but is not limited to, telephones in elevators and on highways, and telephones to alert police, a fire department or other emergency service providers.

End User

See subscriber.

Exchange

A geographical area for the administration of telecommunications services established and described by the tariff of a telecommunications company providing local exchange service.

Exchange Area

The territory served by an Exchange.

Instrument Implemented Payphone Service

Payphone Service which does not require the use of an access line that provides coin signaling. A customer provided payphone may be used in conjunction with Instrument Implemented Payphone Service.

(M2) Information that originally appeared in Section 2, Original Sheet No. 2 now appears in Section 2, Original Sheet No. 2.1

**DEFINITIONS**

2. Definitions (Cont'd)

Local Channel

That portion of a channel which connects a station to the interexchange channel; it also applies to a channel connecting two or more stations within an exchange area.

Local Exchange Service

Telephone service furnished between subscribers' stations located within the same local exchange area. Local exchange service includes access to subscribers within the local service area only. Access to subscribers outside of the local exchange area is provided through the La Harpe Telephone Company's message toll tariff.

Local Message

A communication between subscribers' stations within the same local service area.

Local Service Area

That geographical area throughout which a subscriber obtains telephone service without the payment of a toll charge.

Network Interface Device

A device wired between the telecommunications protector and the inside wiring to isolate the customer's equipment from the network.

Payphone Service Provider

An entity that provides payphone service. This entity can be either the local exchange company or an independent provider engaged in providing payphone service.

Pilot Number

The number in a multi-line hunt service group which is published as the customer's telephone number. When this number is dialed and the line is in use, the central office switch will search for an available idle line in the hunt group.

Public Interest Telephone

See Essential Telephone.

**DEFINITIONS**

2. Definitions (Cont'd)

Premises

All of a building or the adjoining portions of a building occupied and used by the subscriber; or all of the buildings occupied and used by the subscriber as a place of business or residence, which are located on a continuous plot of ground owned by one entity not intersected by a public highway or thoroughfare.

Private Line

A circuit provided to furnish communication only between the two or more locations directly connected to it, and not having connection with central office switching apparatus.

Subscriber

A person or agency subscribing for telephone service. As used in this Tariff, a separate subscriber is involved at each location, or continuous property, where service is furnished. One individual or firm therefore may be considered as two or more separate subscribers, even in the same Exchange. The privileges, restrictions, and rates established for a subscriber to any class of service are limited to the service at one location; no group treatment of service at separate locations furnished to one individual or firm is contemplated or to be implied except when definitely provided for in the specific service descriptions in the tariff.

Tariff

The document filed by the Company with the Illinois Commerce Commission which lists the communication services offered by the Company and the associated rates and charges.

Toll Message

A message from a calling station to a station located in a different local service area.

Toll Service

Telephone service rendered by the Company or other Common Carriers between patrons in different local service areas in accordance with the rates and regulations of the company providing service.

Trunk

A telephone communication channel between two switching centers.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations

3.1 Application

The rules and regulations specified herein apply to the intrastate services and facilities furnished within the State of Illinois by La Harpe Telephone Company, hereinafter referred to as the Company, subject to the jurisdiction of the Illinois Commerce Commission.

When services and facilities are provided in part by the Company and in part by other companies, the rules and regulations of the Company apply to that portion of the service and facilities furnished by it.

Failure on the part of the subscribers to observe these rules and regulations of the Company, after due notice of such failure, automatically gives the Company the authority to discontinue the furnishing of service.

In the event of a conflict between any rate, rule, regulation or provision contained in these General Rules and Regulations and any rate, rule, regulation or provision contained in the specific Tariff sections, the rate, rule, regulation or provision contained in the specific Tariff sections shall prevail. In the event of a conflict between any rate, rule, regulation or provision contained in this Tariff and any rate, rule, regulation or provision contained in Title 83, Chapter I, Subchapter f, Part 735 of the Illinois Administrative Code, the rate, rule, regulation or provision contained in the Illinois Administrative Code shall prevail.

In accordance with the decision of the Federal Communications Commission in the Second Computer Inquiry, the rates and regulations (excluding coin telephones) provided by the Company apply only to such equipment considered to be in the Company's inventory prior to January 1, 1983.

3.2 Explanation of Symbols

- (C) Signifies a changed regulation.
- (D) Signifies a discontinued rate, treatment or regulation.
- (I) Signifies an increased rate or new treatment resulting in an increased rate.
- (N) Signifies a new rate, treatment or regulation.
- (R) Signifies a reduced rate or new treatment resulting in a reduced rate.
- (T) Signifies a change in text but no change in rate, treatment or regulation.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company

A. Availability of Facilities

The Company's obligation to furnish telephone service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.

(D)  
—  
(D)

C. Directory Errors and Omissions

The Company endeavors to correctly list customers, their telephone numbers and other information in the local telephone directory. No liability for damages arising from errors in or omissions of directory listings or listings obtained from Directory Assistance shall attach to the Company. In the case of additional or extra listings for which a charge is made, the Company's liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.

D. Transmitting Messages

The Company does not undertake to transmit messages, but rather offers the use of its facilities, where available, for communication between parties subject to the conditions specified in these tariffs.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company (Cont'd)

E. Defacement of Premises

The Company will make a reasonable effort to leave the customer's property in the same condition in which it was found prior to any Company work. The Company will repair or replace any defacement or damage of property due to installation, existence, or removal of Company property when the damage is the result of negligence of the Company.

F. Maintenance and Repairs

The Company shall bear the expense of all repair and maintenance of its facilities. Where damage or destruction of its facilities is due to the acts or omissions of the subscriber, the Company will be reimbursed by the subscriber for any such damage. The subscriber may not rearrange, remove, or disconnect any Company facilities without consent of the Company.

Access to subscriber's premises at any reasonable hour will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

G. Adjustment of Charges

In case of overbilling, a refund will be made by the Company for the amount of excess charges with interest from the date of the overpayment by the subscriber.

The rate of interest will be the rate required to be paid on deposits.

The refund will be accomplished by a credit on a subsequent bill for telephone service, or by check if the account is final or if requested by the subscriber.

H. Liability of Company

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or 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 in excess of 36 hours after notification has been made.



**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company (Cont'd)

H. Liability of Company (Cont'd)

2. The customer indemnifies and saves the Company harmless against the following:

- (a) Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
- (b) Any defacement or damage to the customer's premises, resulting from the existence of the Company's facilities (demarcation point and drop) 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.
- (c) Any accident, injury or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
- (d) Claims for libel, slander or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
- (e) Liability for failure to provide service.
- (f) Liability for telephone directories except as outlined in Section 3.3.C.

I. Unauthorized Access and Hacking

Except for physical damage to customer's transmission facilities or customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.

(N)

(N)

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company (Cont'd)

I. Credit for Interruptions

(N)

1. Subject to the exceptions contained in Section 3.3.I.2, when the use of service or facilities furnished by the Company is interrupted, the following adjustments of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperable by reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company:

- (a) If the interruption last for greater than twenty-four (24) hours but equal to or less than forty-eight (48) hours, Company shall provide a credit equal to a pro-rata portion of monthly recurring charges for the services interrupted;
- (b) If the interruption lasts for greater than forty-eight (48) hours but equal to or less than seventy-two (72) hours, Company shall provide a credit for 33% of one month's recurring charges for all interrupted services;
- (c) If the interruption lasts for greater than seventy-two (72) hours but equal to or less than ninety-six (96) hours, Company shall provide a credit for 67% of one month's recurring charges for all interrupted services;
- (d) If the interruption lasts for greater than ninety-six (96) hours but equal to or less than one hundred twenty (120) hours, Company shall provide a credit for one full month's recurring charges for all interrupted services;
- (e) If the interruption lasts for greater than one hundred twenty (120) hours, Company will provide alternative phone service to the Customer at no cost or provide an additional credit of \$20 per day, at the Customer's option.

(N)

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company (Cont'd)

I. Credit for Interruptions (Cont'd)

(N)

(f) The credit for services applies to the following non-usage sensitive services:

- Monthly Basic Local Service
- Federal and State Subscriber Line Charges (SLC)
- Flat Rated Extended Area Service (where applicable)
- Custom Calling Features
- CLASS Features

For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit.

2. Limitation on Credit for Interruption Allowances

No credit allowance will be made for:

- (a) Interruptions due to the negligence or willful acts of , or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service by of the Company;
- (b) An emergency situation;

An emergency situation is defined as:

- A declaration made by the applicable state or federal government agency that the area served by the local exchange carrier is either a state or federal disaster area;
- An act of third parties, including acts of terrorism , vandalism, riot, civil unrest, war, or acts of parties that are not agents, employees or contractors of the local exchange carrier, or
- A severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

(N)

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company (Cont'd)

I. Credit for Interruptions (Cont'd)

(N)

2. Limitation on Credit for Interruption Allowances (Cont'd)

- (c) Interruptions due to the failure or malfunction of customer-owned telephone equipment or inside wiring;
- (d) Interruptions of service extended by the Company's inability to gain access to its facilities and equipment for the purpose of investigating and correcting interruptions due to the Customer changing a scheduled appointment, provided that the interruption is not extended further by the Company;
- (e) Interruptions of service extended by the Company's inability to gain access to its facilities and equipment because the Customer missed an appointment, provided that the interruption is not further extended by the Company;
- (f) Interruptions of service during any period when it is necessary for the Customer to release service to the Company for necessary maintenance purposes or for implementation of a Customer order for a change in service arrangement.
- (g) Interruptions that occur as a result of the Company's right to refuse service to the Customer as provided in 83 Ill. Adm. Code 735.
- (h) A lack of Company facilities to meet the customer's request for service.

(N)

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company (Cont'd)

J. New Service Installation Requirements

1. As provided for in 83 Ill. Adm. Code 732.20(a), the Company will install basic local exchange service within five (5) business days after the Customer orders service. The Company will inform the Customer at the time of the request for install, repair, and/or appointment is made, whether or not the Company has the requisite information to complete the request. Once the requisite information is provided to the Company, the five (5) business day period starts. If the Company fails to install basic local service within five (5) business days, the Company will waive 50% of any installation charges. (C)  
If the Company fails to install service within 10 business days after the service application is placed, the Company shall waive 100% of the installation charge. For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, whichever is greater, the Company will either provide alternative telephone service at no cost or an additional credit of \$20 per day, at the Customer's option until service is installed. (C)
2. The New Service Installation credit referenced in Section 3.3.J(1) does not apply as a result of:
  - (a) The customer requesting an installation date beyond the five (5) days from the date of the order. Should the company not meet its extended commitment date, the New Service Installation date, the customer credit will then be applied from the "agreed" upon installation date;
  - (b) Negligence or willful acts of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint User, or other common carrier providing service connected to the service by of the Company.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company (Cont'd)

J. New Service Installation Requirements (Cont'd)

(c) An emergency situation;

An emergency situation is defined as:

- A declaration made by the applicable state or federal government agency that the area served by the local exchange carrier is either a state or federal disaster area;
- An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, war, or acts of parties that are not agents, employees or contractors of the local exchange carrier, or
- A sever storm, tornado, earthquake, flood or fire, including any sever storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

(d) The inability to gain access to the customer's premises due to the Customer missing an appointment provided that the violation is not further extended by the carrier;

(e) The Customer requesting a change to the scheduled appointment, provided the violation is not further extended by the carrier;

(f) The Company's right to refuse service to a customer as provided in 83 Ill. Adm. Code 735; or

(g) A lack of Company facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the carrier is not currently offering service, or there are insufficient facilities to meet the customer's request for service.

(N)

(N)

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.3 Obligation and Liability of Company (Cont'd)

(N)

K. Failure to Keep Schedule Appointment

1. If the Company needs access to the Customer premise an appointment will be made with the customer. If the Company fails to show up for the appointment, a credit of \$50 will be applied to the customer's telephone bill.

(a) Appointment times will be listed in four hour increments and the service technician will show up between the times agreed upon with the Customer.

(b) The credit does not apply if:

i. The Customer is not available during the agreed hours of the appointment.

ii. The Company provides twenty-four (24) hour notice of its inability to keep the appointment. The twenty-four (24) hour period is from the end-point of the appointment commitment. If the Company states the commitment is from 8:00a to 12:00p, the Company would have until 12:00p the previous day to notify the customer of an appointment change without penalty. The Company will not make an appointment "window" of greater than a four hour period.

(N)

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.4 Use of Service and Facilities

A. Provision of Equipment

1. All equipment necessary for the provision of a given service will be furnished and owned by the Company except as provided elsewhere in this Tariff. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer at a suitable outlet when and where required.
2. As mandated by the F.C.C. and the Illinois Commerce Commission, the Company will not install or maintain Inside Wire on a regulated basis after January 1, 1987.
3. Equipment not owned by the Company may be attached to the facilities of the Company as provided in Section 3.4.B. In case unauthorized attachment or connection is made, the Company shall have the right to discontinue the service.
4. The provisions of the preceding shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company (such as a device to obtain quietness or privacy), provided any such device so used does not:
  - a. Endanger the safety of Company employees or the public.
  - b. 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.
  - c. Interfere with the proper functioning of such equipment or facilities.
  - d. Impair the operation of the communication system.
  - e. Otherwise injure the public in its use of the Company's services.



**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.4 Use of Service and Facilities (Cont'd)

B. Customer Provided Equipment and Inside Wire

1. Customer-provided equipment and/or inside wire may be connected at the customer's premises to facilities of the Company for use with local exchange service in compliance with FCC regulations.
2. Customers may connect equipment, systems and/or inside wire registered or grandfathered by the FCC directly to the Company network.
3. The General Regulations contained in Section 3 of this Tariff apply when the customer elects to provide his own equipment and/or inside wire. In any instance where the Tariff of the Company conflicts with an effective order of the FCC, the FCC order will have precedence.
4. Responsibility of the Customer
  - a. Upon notification from the Company that the customer-provided equipment or inside wire 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.
  - b. If customer-provided equipment or inside wire is causing interference or disruption of service, the customer will be billed the actual cost of the Company's labor and materials used to restore service or the minimum CPE interruption of service charge, whichever is greater. Additionally, a premise visit charge will apply.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.4 Use of Service and Facilities (Cont'd)

B. Customer Provided Equipment and Inside Wire (Cont'd)

4. Responsibility of the Customer (Cont'd)

- c. The customer may be required, as a condition of service, to pay in full all sums due the Company including, but not limited to, customer activity charges, termination charges, minimum charges, and reimbursement for loss or damage to Company facilities as may apply.
- d. A customer must subscribe to, and be capable of providing operation for, sufficient quantities of local exchange service lines to provide adequate access to his customer-provided equipment and/or inside wire in accordance with accepted communications industry standards.
- e. The customer must provide all of the terminal equipment and/or inside wire on the customer's side of the point of demarcation between Company owned equipment and customer-owned equipment.
- f. Use of Company facilities or service in connection with any device for recorded public announcements is subject to the following conditions:
  - (1) For purposes of identification, customers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.4 Use of Service and Facilities (Cont'd)

B. Customer Provided Equipment and Inside Wire (Cont'd)

4. Responsibility of the Customer (Cont'd)

f. (Cont'd)

(2) Customers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.

(3) Nonpublished telephone service will not be furnished for use with recorded public announcements.

(4) Failure to comply with the provisions of this Tariff shall be cause for termination of the service.

g. Customer-provided systems, equipment, and inside wire must comply with the requirements of Part 68 of the Rules of the Federal Communications Commission.

5. Responsibility of the Company

a. 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.

b. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications systems, equipment, or inside wire.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.4 Use of Service and Facilities (Cont'd)

C. Use of Subscriber Service

Local exchange telephone service, as distinguished from payphone service, is furnished only for the use by the subscriber, his/her family, and associates. The Company may refuse to install such service, or permit such service to remain on the subscriber premises, if the service is able to be used such that it is of a payphone nature.

D. Abuse or Fraudulent Use of Service

Local exchange service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may disconnect service which is used in such a manner as listed below. In case of such disconnection, the Company will immediately attempt to notify the customer.

Abuse or fraudulent use of service includes the following:

1. The use of service or facilities of the Company in such a manner as to interfere with the service of one or more other telephone users.
2. Tampering with or rearranging Company equipment or facilities, or engaging in any fraudulent activity whatsoever, for the purpose of obtaining service without payment of any portion of charges applicable to the service rendered by the Company or common carriers using the Company's facilities.
3. The use of service which is objected to by or on behalf of any governmental authority on the grounds that such service is or is to be used for illegal purposes.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.5 Establishment and Furnishing of Service

A. Applications for Service

Application for service must be made on the Company's standard form, which becomes a contract when accepted in writing by the Company or upon establishment of service. The conditions of such contracts are subject to all provisions of this and other applicable tariffs

The subscriber may be required to pay in advance all charges including applicable Customer Activity Charges for the first billing period. Federal, State or municipal governmental agencies may not be required to make advance payments.

Requests for additional service may be made verbally, if provided in the original contract, and no advance payment will be required.

A move within the exchange area is not considered a means to terminate the contract and orders for such may be made verbally.

Any change in rates, rules or regulations prescribed by the Illinois Commerce Commission shall act as a modification of the contract to that extent, without further notice.

B. Furnishing of Service to Business Customers

Business rates apply to customers conducting business in the following locations:

1. Offices, stores, factories and all other places of a strictly business nature.
2. In boarding houses, offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs or lodges, public, private, or parochial schools, or colleges (excluding dormitory rooms at such schools or colleges), hospitals, libraries, churches, and other similar institutions.
3. At residence locations when the subscriber has no regular business telephone 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, or when such business use does not occur or pass over to residence phones during times when businesses are ordinarily closed.
4. Where the place of business and the residence of a subscriber 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.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.5 Establishment and Furnishing of Service (Cont'd)

B. Furnishing of Service to Business Customers (Cont'd)

5. At residence locations, when an extension station or extension bell is located in a shop, office, or other place of business
6. At any location where the listing of service at that location indicates a business, trade or profession, except as specified in 3.5 C. below.

C. Furnishing of Service to Residence Customers

Residence rates apply to customers at the following locations:

1. In private residences where business listings are not provided.
2. In private apartments of hotels, rooming houses where service is confined to the subscriber's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.
3. In residence of a clergyman, and in the place of residence of a physician, dentist, veterinarian, surgeon or other medical practitioner, provided the subscriber does not maintain an office in the residence. In the residence of a Christian Science practitioner, nurse or midwife, or in the office of any of this group of persons, provided the office is located in the subscriber's residence and is not part of an office building. If listings of firms or partnerships, or additional listings of persons not residing in the same household are desired, business rates apply.
4. Churches, hospitals and other charitable institutions not receiving monies by public taxation or from charges for their services take residence rates for individual line service.

D. Telephone Numbers

The Company may change any or all numbers or the central office associated with such number whenever it deems it necessary in prudently conducting its business. Should it become necessary to make such a change, the Company will provide reasonable notice of the effective date and reason for the change. A subscriber may request a telephone number change and if feasible the change will be made at the rate following as described in Section 5.2.B and listed in Section 20.2(B).

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.5 Establishment and Furnishing of Service (Cont'd)

E. Alterations

The subscriber agrees to notify the Company promptly of any alterations or new construction on subscriber premises which will necessitate changes in the Company's wiring and equipment; and the subscriber agrees to pay the Company's current charges for such changes.

F. Payment for Service

The subscriber is required to pay all charges for services rendered by the Company, both exchange and toll, in accordance with provisions contained in this tariff. The subscriber is responsible for all charges for service rendered at his telephone, including collect charges.

G. Line Extensions

Lines will be extended for permanent customers in accordance with the guidelines established in Section 6.8. Where required by the conditions, applicants may be required to provide to the Company suitable private right-of-way parallel to the public highway.

H. Unusual Installation Costs

When special conditions or special requirements of the subscriber involve unusual construction or installation costs, the subscriber may be required to pay such costs pursuant to Section 8 of this Tariff.

I. Network Interface Device

The Company requires that the Network Interface Device (NID) be located on the outside of the subscribers' primary premises. The NID shall be located at a minimum of thirty-six (36) inches off the ground and at the discretion of the Company may be placed higher to protect the NID from environmental or other factors.

3.6 Telephone Directories

The Company will furnish to each subscriber an alphabetically arranged list of the names of all subscribers of the Local Exchange at least once each year. Extra name listings of subscribers will be furnished when desired by any subscriber, or listings will be handled on a nonpublished basis or nonlisted basis (see Section 6-6 following) if requested. Such alphabetically arranged lists shall constitute the Company's telephone directory.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.6 Telephone Directories

The directory will remain the property of the Company, furnished to expedite service, and may be taken up by the Company at the termination of the contract for service or when new directories are issued. The Company will furnish to its subscribers, without charge, only such directories as it deems necessary for the efficient use of the service. Other directories will be furnished at the discretion of the Company at a reasonable charge.

3.7 Establishment and Maintenance of Credit

A. Establishment of Credit for Service

The Company is not obligated to furnish or continue to furnish service to any individual or business that owes for the same class of service furnished by the Company previously rendered at the same or a different address until arrangements have been made for payment in full of such previous indebtedness to the Company.

In order to ensure that payment is made for all charges due for its service, the Company may require an applicant for service to establish and maintain credit in one of the following ways:

1. The applicant can establish that he had a previous service account with a telephone utility for a period of at least twelve (12) months for which the payment record was satisfactory and for which all undisputed charges were satisfactorily paid.
2. If the applicant does not have verifiable service, or if the applicant had previous service for less than one year, the applicant would be required to meet at least two of the following criteria to establish credit:
  - Has a valid major national charge card
  - Has a valid major national oil charge card
  - Home ownership
  - Has been employed two years or more with the current employer
  - Has a checking account
  - Has a savings account
  - Age of 50 years or more
3. If the applicant cannot establish credit as indicated above, the Company can require a deposit prior to the establishment of telephone service.



**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.7 Establishment and Maintenance of Credit (Cont'd)

B. Deposits (Cont'd)

A deposit may be required from applicants for service or from existing customers. The following regulations apply to deposits:

1. The amount of a deposit shall not exceed estimated service charges for two (2) months for residential service, and four (4) months for business service. The estimated charges for customers shall be based on the average monthly billing for the past six months, or for applicants for service, the average monthly bill for that class and type of service.
2. The Company may require a deposit or guarantee from an existing customer as a condition of continued service if, during the first twelve (12) months that the customer receives service, the customer pays late four times or has service discontinued for nonpayment two times.
3. The Company may request a deposit from any customer after the first twelve (12) months that the customer has received service if the customer has had service discontinued two times in a twelve (12) month period, or if the Company provides evidence that the customer used a device or scheme to obtain service without payment. The Company may also request a deposit from any nonresidential customer after the first twelve (12) months the customer has received service if the customer pays late at least six times during any twelve (12) month period.
4. The Company may request that a maximum of one-third of the requested deposit amount be paid within twelve (12) days after the request for the deposit. An applicant may be requested to pay no more than one-third of the deposit amount prior to the establishment of service. The Company shall allow the balance of the deposit to be paid in two (2) equal monthly installments.
5. Deposits plus interest shall be automatically refunded after being held for twelve (12) months as long as the customer has paid any past due bill owed to the Company, service has not been discontinued for nonpayment, the customer has not paid late four times, or the customer has not used a device or scheme to obtain service without payment.
6. The deposit shall be credited with accrued interest to the charges stated on the final bill and the remaining balance, if any, shall be returned to the subscriber within thirty (30) days after the termination of service.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.7 Establishment and Maintenance of Credit (Cont'd)

B. Deposits (Cont'd)

7. Interest will be paid on all deposits held by the Company. The interest rate shall equal the rate existing for one year United States treasury bills at that point in time when the determination of the interest rate is made by the Commission. The interest rate will be rounded to the nearest one-half of one percent. Simple interest will be computed from the date of payment of the deposit, and will be credited annually upon the account of the customer until discontinuance of service, or upon return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer.

C. Guarantee in Lieu of Deposit

In lieu of a deposit the Company may accept a written guarantee of a responsible party. A current customer of the same Company with at least twelve (12) months service which has not been discontinued for non-payment during the most recent twelve (12) months qualifies as a responsible party.

The guarantee must be in writing, stating the terms of the guarantee, including the maximum amount guaranteed, and that the Company will not hold the Guarantor liable for sums in excess of that amount. The Company will be the sole judge as to whether the written guarantee is acceptable.

The guarantee will remain in full force and effect until thirty (30) days after receipt by the Company of a written notice of cancellation of this agreement from the Guarantor. However, the Company is not obligated to release the Guarantor from the obligation if the Company has reason to believe that the customer has used a device or scheme to obtain service without payment, and has so notified the customer.

The guarantee shall be limited to an amount not to exceed the cash deposit which would have been charged to the customer provided for in these tariffs.

A guarantor shall be released from their obligation when the applicable customer has had service for twelve (12) months as long as the customer has paid all undisputed charges for the last twelve (12) billing periods, service has not been discontinued for non-payment, the customer has not paid late more than four (4) times, or the Company has not provided evidence that the customer used a device or scheme to obtain service without payment.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.7 Establishment and Maintenance of Credit (Cont'd)

C. Guarantee in Lieu of Deposit (Cont'd)

The Company will agree to accept a Surety Bond in lieu of a cash deposit , provided that such Surety Bond has been issued by an insurance company that has received a certificate of authority from the Department of Insurance to do business in Illinois.

D. Deposit not to Affect Regular Collection Practices

The fact that a deposit has been made shall in no way relieve the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payments of bills on presentation; nor constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of the service for non-payment of any sums due the Company for service rendered. The Company may discontinue service to any subscriber failing to pay current bills without regard to the fact that such subscriber has made a deposit with the Company to secure a payment of such bills or has furnished the Company with a guarantee in writing of such bills.

E. Records of Deposits

The Company shall maintain records of deposits together with interest, which collectively will show all transactions pertaining to each deposit.

Each customer posting a deposit shall receive in writing at the time of posting or within ten days from that date, a receipt which contains the following information:

1. Name of customer
2. Address where the service for which the deposit is required will be provided
3. Serial number
4. Type of service
5. Date when the deposit was received
6. Rate of interest on the deposit
7. Amount of deposit
8. The Company's name
9. A statement of conditions under which the deposit will be refunded

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.7 Establishment and Maintenance of Credit (Cont'd)

F. Discontinuance of Service

Service may be discontinued for failure to establish or maintain credit as authorized above, no sooner than eight (8) days after the Company has served or mailed notice requiring the subscriber to comply with credit regulations.

G. Service Reconnection Charges

Where service has been discontinued for failure to establish or maintain credit as authorized above, a service reconnection charge as discussed in Section 5.2(E) and listed in Section 20.2(E) will apply, and will be collected by the Company.

3.8 Customer Billing

A. General

Bills for telephone service are issued monthly, and are due when rendered. Generally, monthly recurring charges are billed in advance, while toll charges are billed in arrears. The Company shall render a bill during each billing period except when there is a zero balance.

Customer is responsible for all charges in conjunction with services furnished to him including collect toll messages which have been accepted at the customer's telephone. Failure to receive a bill does not relieve the subscriber of the responsibility for payment for telephone service.

Charges for business service shall not be transferred to a bill for residential service, nor shall charges for residential service be transferred to a bill for business service.

Customer bills must be issued by the Company within one year of the date the service was provided. No customer shall be liable for charges after one year.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.8 Customer Billing (Cont'd)

A. General (Cont'd)

Subscribers shall have twenty-one (21) days from the date of the postmark on the bill to pay the charges stated thereon. Payment shall be made at the office of the Company, an authorized collection agency, or by mail. The Company may assess a late payment charge for payments made after twenty-one (21) days. The late payment charge of one and one-half percent (per month) shall apply to all balances not paid by the due date shown on the bill.

A charge of \$25.00 will be made for all checks returned to the company for insufficient funds. If more than one insufficient funds check is received from a subscriber within a twelve (12) month period, the company may require that all subsequent payments be made by cash, money order, or certified check.

In the event that charges on a customer bill issued by the Company are later found to be incorrect, the Company shall refund the amount of the overcharges with interest from the date of overpayment by the customer. The rate of interest shall be the same as the rate paid on deposits stated in Section 3.7(B)(7).

B. Special Toll Bills

If a customer accumulates toll charges in excess of 175 percent of the average of the past three months' toll bill or an average toll bill for the same class of service, the Company may render a special toll bill. Such bills will be due ten (10) days from the issuing date of the bill.

The Company may render a special toll bill only during the first twenty-four (24) months of that customer's telephone service.

C. Customer Bill Format

All bills for residential and single-line business customers shall contain an itemization of charges. Itemization of every monthly billing shall include, but not be limited to:

1. Exchange access (basic local service) as requested by customer;
2. Local service;

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.8 Customer Billing (Cont'd)

C. Customer Bill Format (Cont'd)

3. Extended area service;
4. Equipment;
5. Enhanced and other local services;
6. The period of time for which the local service and equipment charges apply;
7. If a local exchange company has assumed responsibility of collection for toll calls, it shall include an itemization of all toll calls charged to the account including, but not limited to the date and time of the call, the rate which applied to the call, the length of the call in minutes, the destination of the call, or point of origin for collect and/or third party calls;
8. The phone number of the appropriate company business office,;
9. The due date of the bill; and
10. A separate listing of additional charges due to state messages tax, municipal messages tax, municipal consumer tax, and federal excise tax.

3.9 Minimum Contract Periods and Termination of Service

A. Minimum Contract Periods

Except as hereinafter provided, the minimum contract period for all services and facilities is one month at the same location.

The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction necessary to meet special demands, and involving extra cost.

Service will not be installed for a period of less than one month unless the subscriber pays, in addition to one month's rental, the cost of installation and removal of the necessary facilities.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.9 Minimum Contract Periods and Termination of Service (Cont'd)

B. Termination of Service By The Company

1. Service may be discontinued for any of the following reasons:

- a. Nonpayment of an undisputed past due charge.
- b. Failure to make or increase a required deposit or guarantee.
- c. Unauthorized use of the Company's equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- d. Failure to substantially comply with the terms of a settlement agreement.
- e. Refusal after reasonable notice to permit inspection, maintenance, or replacement of Company's equipment.
- f. Material misrepresentation of identity in obtaining service from the Company.
- g. For noncompliance with an FCC or State Commission order.
- h. Nonpayment of undisputed, delinquent state or interstate long distance charges billed by the Company or undisputed, delinquent exchange charges including any FCC-approved end user charges or both.

2. The failure to pay charges not subject to the Illinois Commerce Commission or Federal Communications Commission's jurisdiction shall not constitute cause for discontinuance of service except as indicated in 3.9(B)(1)(h) above.

C. Termination of Service - Subscriber's Request

Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the Company, and upon payment of any applicable termination charges, in addition to any applicable charges due for service which has been furnished.

In the case of service for which the minimum contract period is one month, termination will require that charges due for the balance of the minimum period be paid.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.9 Minimum Contract Periods and Termination of Service (Cont'd)

C. Termination of Service - Subscriber's Request (Cont'd)

For special equipment, the charges will be based on the individual circumstances in each case as agreed upon at the time of installation.

Contracts for periods longer than one month covering services which installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period. Alternatively, the contract may be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber upon agreement by the new applicant to assume the responsibilities of the contract.

Service may be terminated after the expiration of the initial contract period, upon the Company being notified, and upon payment of all charges due to the date of termination of the service.

D. Procedures for Discontinuance of Service

1. The Company may discontinue service to a subscriber only after it has mailed or delivered by other means a written notice of discontinuance. Service will not be discontinued until at least five days after delivery of this notice, or eight days after the postmark date on a mailed notice.
2. In addition to the written notice, the Company shall make an effort to contact the subscriber and advise them of the discontinuance and what action must be taken to avoid it. The Company shall not deliver more than two consecutive notices of discontinuance for past due bill without engaging in collection activity with the subscriber.
3. Services will not be discontinued for a past due bill after 12:00 noon on Friday, or on Saturday, Sunday, legal holiday recognized by the state, or on any day when the Company's offices are not open for business. Services may be discontinued on normal business days between 8:00 a.m. and 2:00 p.m. unless the Company is prepared to restore service within three hours after receipt of payment, at the standard restoral charge, if any.
4. Until at least 5:00 p.m. on business days, the Company will have personnel available that are authorized to reconnect service if the conditions cited for discontinuance are corrected, and any restoral charge specified in this Tariff is paid.



**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.9 Minimum Contract Periods and Termination of Service (Cont'd)

D. Procedures for Discontinuance of Service (Cont'd)

5. Discontinuance of service shall be postponed for a time not in excess of thirty (30) days from the date of written certification by a licensed physician that discontinuance of service will create or aggravate a medical emergency for the subscriber or a permanent resident in the subscriber's household. Initial certification will prohibit discontinuance for thirty (30) days. Certification may be renewed for one additional thirty (30) day period. If the certificate is not renewed, the Company may initiate discontinuance procedures. In the event service is discontinued within ten (10) days prior to certification, service will be restored if the proper certification is then made in accordance with the provisions stated above.

3.10 Charges for Damages

In situations where impairment or interruption of service is caused by tampering with Company wiring or equipment, the customer instigating such tampering or the person causing the damage will be billed the full cost of labor and materials required to reestablish normal service.

3.11 Connection of Automatic Dialing-Announcing Devices

An automatic dialing-announcing device is any automatic equipment used for solicitation which includes storage capability of numbers to be called; or a random or sequential number generator that produces numbers to be called, and has the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called.

Automatic dialing-announcing devices used for solicitation purposes where calls initiated by the device cannot be terminated at will by the called party and dial tone restored to the called party promptly upon termination of the call by the called party may not be connected to the telephone network.

Any prerecorded message issued by an automated dialing-announcing device shall be preceded by an announcement which states the name and address of the calling party, the purpose of the message, and that the message is coming from automated equipment.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.12 Digital Divide Elimination Fund Program

Digital Divide Elimination Fund Program is created as a special fund in the State Treasury to foster elimination of the Digital Divide and will be used, subject to appropriation, by the Illinois Department of Commerce and Community Affairs to fund community technology centers and for assisting public hospitals, libraries, and park districts in eliminating the digital divide. All monies in the Fund will be collected by the Company and remitted to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

General

- A. Customers willing to participate in the funding of the Program may do so by electing to contribute, on a monthly basis, a fixed amount to be included on the customer's monthly bill. This contribution will not reduce the customer's total amount due for telecommunications service or other charges appearing on the bill.
- B. This contribution will be line item on the bill and identified as the "Digital Divide Fund."
- C. Contributions will be collected on a recurring basis each month from the customer's bill and remittance will be reported and transferred to the Department or its designee as required by Section 758.60.
- D. Customers may elect to contribute \$.50, \$1.00, \$2.00, \$5.00, \$10.00, \$15.00, or \$25.00 per month per line.
- E. Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least 30 days notice by telephone or mail to the company.
- F. Failure by the customer in any month to remit the entire bill amount may reduce the contribution accordingly.

**GENERAL RULES AND REGULATIONS**

3. General Rules and Regulations (Cont'd)

3.12 Digital Divide Elimination Fund Program (Cont'd)

The Digital Divide Elimination Fund is mandated by the Illinois Commerce Commission and is created as a special fund in the State Treasury effective July 10, 2002. All monies in the Fund will be used by the Illinois Department of Commerce and Community Affairs to fund community technology centers and for assisting public hospital, libraries, and park districts in eliminating the digital divide. The monies will be collected by the Company and remitted to the Department of Commerce and Community Affairs, who will issue grants to the various communities based upon their needs.

Customers wishing to contribute to the Digital Divide Elimination Fund may do so by electing to contribute, on a monthly basis, a fixed amount of \$.50, \$1.00, \$2.00, \$5.00, \$10.00, \$15.00, or \$25.00 that will be included in the customers' monthly bill. The customer may cease contributing at any time upon providing notice to the Telephone Company. Any contribution made will not reduce the customer's bill for telecommunications service. Failure to remit the amount of increased payment will reduce the contribution accordingly.

**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service

4.1 Description

Local exchange service provides for a network access line and calling on a flat rate basis to exchanges within the flat rate local calling areas as follows:

<u>Local Exchange</u>	<u>Additional Exchanges Included in the Flat Rate Local Calling Area</u>
Fountain Green	La Harpe
La Harpe	Fountain Green & Blandinsville

Local Exchange Service is subject to all terms and conditions as outlined in this Tariff.

Maps for Fountain Green and La Harpe are shown in Appendix A of this Tariff.

Local Exchange Service can be activated by equipment generating pulses (rotary) or multi-tone (touch) signals to the switching equipment.

The rates and charges for local exchange service are listed in Section 20.1. These rates and charges are for the period of one month, unless otherwise indicated. Local exchange local access service is offered to business and residence customers in conjunction with individual lines, Key System lines and PBX Trunks. Rates for business and residence service are listed in Section 20.1(A) and 20.1(B) respectively.

4.2 Taxes, Fees, and Charges

When any city, county or taxing authority imposes a franchise, occupation, business sales, license, excise, privilege, or similar tax of any kind on this Company, the amounts therein so far as practical, shall be charged on a pro-rata basis to all customers so affected receiving exchange service within the boundaries of that taxing entity. This tax charge, in all cases, will be in addition to the regular charges for local service and shall be set out as a separate item on the customer's bill.

Where a tax levied on a percentage of gross receipts, that percentage will be applied to each customer's bill so affected and the amount so computed will be added as a separate item to the customer's bill. Where a tax is levied other than on a percentage of gross receipts, a pro rata share of the total tax shall be added as a separate item to each customer's bill. All such taxes collected by the Company shall be paid to the city, county, or taxing authority in accordance with the promulgated regulations pertaining to each tax.

**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.3 Reserved For Future Use

4.4 Reserved For Future Use

4.5 Local Exchange Maps

The following exchange maps are attached to this tariff in Appendix A:

Fountain Green  
La Harpe

**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.5 Reserved For Future Use

**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.6 Payphone Service

A. General Regulations

The term customer in this section refers to the Payphone Service Provider.

Payphone Service includes lines to which coin, coinless, card reader or a combination of coin/card reader telephones may be attached.

Payphone Service is a two-way or, optionally, one-way originating only business exchange access line composed of the serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer's premises, and the Network Interface Device at the demarcation point. These facilities are Company provided and maintained and provide access to and from the telecommunications network for long distance service and local calling.

In the case of one-way service, intercept treatment will be provided.

A maximum of one customer provided instrument may be connected to any one instrument implemented or CO implemented coin line.

General Rules and Regulations found in Section 3 of this Tariff are applicable to the provision of Payphone Service.

Directory listings may be provided under the regulations governing the furnishing of listings for business subscribers.

A Network Interface Device will be installed at a location determined by the Company which is accessible to the customer. The Network Interface Device (NID) is a Company provided jack or its equivalent. It is the point of connection between the Company owned wiring and wiring owned by the customer.

One directory will be distributed to the customer without charge for each payphone business exchange line.

The appropriate Customer Activity Charges, as listed in Section 5 of this Tariff, are applicable for the installation, move or rearrangement of the NID on the customer's premises to establish or reestablish network access.

The appropriate Customer Activity Charges apply when a premises visit is made for the sole purpose of installing a customer requested NID.

**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.6 Payphone Service (Cont'd)

A. General Regulations (Cont'd)

The Company shall not be liable for shortages of coins collected and deposited at the customer's equipment. The limit of the Company's liability for fraud of whatever nature occurring at or in association with the customer's equipment shall be governed by provisions of this Tariff and rules and regulations of the Illinois Commerce Commission (ICC). In case of conflict between the tariff provisions and ICC rules and regulations, the ICC rules and regulations shall prevail.

Off-premise extensions in conjunction with Payphone Service are not permitted.

B. Responsibility of the Customer

The term customer in this section refers to the Payphone Service Provider.

The customer shall be responsible for the installation, operation and maintenance of the customer provided instrument, plus all ancillary equipment such as booths, shelves, lighting, and directories used in connection with this service. The customer is responsible for complying with the requirements set forth in the American With Disabilities Act of 1990.

The customer shall be responsible for the payment of charges for all local and toll messages originating from or accepted at this type of service, including any Directory Assistance calls.

The customer provided instrument must be registered in compliance with Part 68 of the FCC's Registration Program. If this requirement is met, or if the customer provided instrument is connected behind suitable registered protective connecting arrangements, only then will the customer provided instrument be connected to a Company's access line.

An appropriately registered customer provided instrument will be connected to a payphone service local access line at a flat rate service.



**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.6 Payphone Service (Cont'd)

B. Responsibility of the Customer (Cont'd)

The customer must comply with Illinois Commerce Commission's Rules and Regulations regarding customer provided pay telephones, including:

Ability to access operator services (0-minus), 911 emergency services (where available), public safety agencies (i.e. police, fire, rescue), and telecommunications relay services, or to access such services or agencies directly, all at no charge and without using a coin or calling card.

Ability to complete local and toll calls upon payment of applicable charges.

Compliance with all applicable federal, state and local laws and regulations concerning the use of this type of telephone by disabled and/or hearing impaired persons.

Each customer must provide an informational message, attached or in close proximity to the payphone, explaining the general operation of the payphone, dialing instructions for obtaining emergency services, the payphone owner's name, the method of reporting service problems, and the method of receiving a credit for a faulty call.

The customer shall not program or cause to be programmed any such telephone used in connection with this service to limit the duration of a local message, as long as the user continues to pay applicable charges, through deposit of additional coins or otherwise.

All customer provided payphones must be equipped with touch dialing.

The customer provided instrument must be able to access toll free and 800/888 Service at no charge and without using a coin or credit card.

The customer provided instrument must allow any end user to reach their preferred carrier by dialing the carrier access code.

Any federal, state, or local taxes on the payphone or calls made from that phone are the responsibility of the customer.

**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.6 Payphone Service (Cont'd)

B. Responsibility of the Customer (Cont'd)

Customers will be fully responsible for all calls billed to customer's exchange access line. The Company shall have no responsibility to adjust any such charges and/or release customer from paying any such charges. The customer will hold the Company harmless from and against any liability or loss resulting from all calls billed to customer's exchange access line.

The customer shall be responsible for obtaining a Certificate of Service Authority (CSA), if required, to provide Payphone Service, and for providing proof of said authority prior to installation of service. The customer is responsible for complying with the Illinois statutes with regard to designation as a telecommunications carrier and requirements for obtaining a CSA.

C. Violation of Regulations

A copy of the Company's current payphone service tariff language and requirements will be provided by the Company to applicants for payphone service upon receipt of such an applicant's request.

An application form will be sent by the Company and must be completed by applicants prior to obtaining payphone service. This form will refer to the Illinois Commerce Commission regulations for payphone service, and include a requirement to send a signed statement to the Commission that the customer provided payphone is in compliance with all Company tariff regulations.

Where a customer provided payphone is in violation of the Company's tariff regulations, the Company will take action as set forth in the Commission's regulations as set forth in Docket 84-0442, and will disconnect service upon ICC direction.

D. Instrument Implemented Payphone Service

Instrument Implemented Payphone Service does not require an access line that provides coin signaling (coin supervision), and is offered for use with a customer provided instrument. All attachments of a customer provided instrument to the network must be made pursuant to the rules and regulations set forth in this Tariff and as required by State and Federal commissions.

**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.6 Payphone Service (Cont'd)

E. Central Office (CO) Implemented Coin Line Service

Central Office Implemented Coin Line Service provides coin line signaling (coin supervision). It is a line side connection from the local exchange switch to the point of demarcation at the customer premise.

Features are additives to the operation of a flat rate access line that provide for CO Implemented Coin Line Service. The Company offers those features that are provided by the functionality of the Company's switches. These include coin monitoring, coin control (collection and return of coins, if applicable), and/or answer supervision. It shall be the responsibility of the CO Implemented Coin Line payphone owner to assure technical and operational compatibility with the coin line features offered by the Company.

CO Implemented Coin Line features that are implemented by the functionality of an operator service provider, such as coin rating, coin refund, repair referral, and operator call screening, are the responsibility of the Customer.

CO Coin Line Signaling (Coin Supervision) provides the electrical signaling for:

Coin Monitoring - indicates to an operator service provider the number and denomination of coins deposited based on information provided by the payphone;

Coin Collection and Return (Coin Control) - indicates to the payphone equipment to collect coin(s) from, or return coin(s) to, the calling party where applicable and offered by the Company, and;

Answer Supervision - indicates to the payphone that the called line has answered the call, where applicable and technically feasible.

F. Other Payphone Service Features

**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.6 Payphone Service (Cont'd)

F. Other Payphone Service Features (Cont'd)

Validation may be performed through Originating-Line Screening (OLS). OLS enables operator service providers to determine whether there are billing restrictions on the exchange access line from which a call originates. OLS service delivers codes on operator assisted calls to identify calls originating from privately owned payphones, inmate locations, and hotels/motels, etc. Rates for this service are found in the interstate access tariff, when facilities and service are available. The customer has the option to request either Selective Class of Call Screening and/or OLS. This feature is an additive to the flat rate access line for both CO Implemented Coin Line Service and Instrument Implemented Payphone Service.

G. Rates and Charges

A "local call" from Instrument Implemented or CO Implemented Coin Line Service served by a given exchange, is a completed call originating at such service and terminating at any service which may be called without a toll charge.

Customer Activity Charges, as discussed in Section 5 of this Tariff, apply in addition to other charges specified for CO Implemented Coin Line or Instrument Implemented Payphone Service at the business rate. Customer Activity Charges are listed in Section 20.2 of this tariff.

The Touch Tone Telephone Service Charge applies as shown in Section 4.7 of this Tariff in addition to the Payphone Service exchange access line rates.

The Multiline Business Subscriber Line Charge, found in the Company's interstate access tariff, is applicable to all instrument implemented and CO implemented coin lines.

The Supplemental Charge for Certain Intrastate Rates listed in Section 20.8 of this Tariff is applicable to all instrument implemented and CO implemented coin lines.

The rates for Payphone Service are listed in Section 20.1(D) of this Tariff.

**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.6 Payphone Service (Cont'd)

G. Reserved For Future Use

**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.6 Payphone Service (Cont'd)

H. Public Coin Telephone Service

1. A public telephone is an exchange station installed at the Company's option, in charge of an attendant, or equipped with coin collecting devices at a location chosen or accepted by the Company as suitable and necessary for furnishing service to the general public.
2. Persons with whom arrangements are made by the Company for the installation of public telephones are considered as the agents of the Company in serving the public.
3. Public telephones are installed upon the agent signing established forms of application, without specific term, terminable by either agent or the Company upon written notice.
4. No listings in the directory are allowed in connection with public telephone service.
5. The rate for local messages is listed in Section 20.1(D) of this Tariff.

I. Semi-Public Coin Telephone Service

1. Semi-Public Coin Telephone Service is furnished at locations where the use is shared by the customer and the general public.
2. The Company does not undertake to provide booths for housing semi-public telephones, but the customer may, at his option, provide at his own cost, suitable booths, shelves or cubicles for such purposes.
3. One directory listing may be provided for each customer.
4. The rate for local messages is listed in Section 20.1(D) of this Tariff.

**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.7 Touch Tone Telephone Service

Touch Tone Telephone Service is a distinctive type of telephone service using audible voice frequency tones to actuate the central office or Private Branch Exchange switching equipment. The service arrangement employs a specific type of central office or private branch exchange switching equipment and a button-type dialing device. The conventional rotary type dial is also compatible with Touch Tone Service.

Touch Tone Service is furnished only in central office areas where Touch Tone central office equipment is available. Central offices will be equipped for Touch Tone operation at the discretion of the Company.

Private branch exchange stations may be equipped for Touch Tone Telephone operation on a selective basis. However, all attendant positions associated with the system must be equipped for Touch Tone Service.

Changes of existing service to Touch Tone operation will require a service order charge.

Touch Tone Service is subject to the regulations, rates and charges applicable to other types of subscriber service. Touch Tone Service and charges are in addition to the basic rates and charges for the service with which the Touch Tone Service is associated.

Rates and charges for Touch Tone Telephone Service are listed in Section 20.1(E) of this Tariff.

**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.8 Safety Line Service (SLS)

A. Description

During crises or natural disasters, the most robust service may be plain old telephone service (“POTS”). POTS utilizes electric power from the Company’s central office – and not the customer’s home – which is required to have back-up power sources in case the electric company grid goes down. Other services, such as Voice over Internet Protocol (VoIP) and DSL are dependent on electric service to work. Wireless service may or may not work since it depends on many factors for its operation.

The customer is required to utilize a non-powered telephone instrument with the service.

Due to the variable nature of natural disasters, man-made disasters, potential war or terrorist actions, the Company will provide service to the best of its ability, but cannot guarantee service.

B. Capabilities of SLS

1. Ability to contact 911 emergency services at any time, natural disaster or personal crises.
2. Ability to make local calls on a usage billed basis.
3. Ability to use an interexchange carrier to place long distance calls.

C. Maximum Rate

A maximum rate is identified to ensure that customers will be able to utilize the SLS service without incurring an unreasonable amount of usage sensitive charges in a given month. The maximum rate provision is not intended to be used by customers as a “monthly cap” for customers, but as a “safety net” for a limited period. Customers that consistently reach their monthly maximum rate for extended periods will be subject to traffic monitoring and review of usage restrictions.



**LOCAL EXCHANGE SERVICE**

4. Local Exchange Service (Cont'd)

4.8 Safety Line Service (SLS)

D. Traffic Monitoring and Usage Restrictions

1. SLS is intended to be used for conditions indicated in Section 4.8 (A), above, and therefore the Company will reserve the right to monitor traffic flow on SLS lines to determine if abuses occur. Customers are prohibited from using this service for data calls, calls to online services, calls to internet access services, multi-party conference calls, call forwarding of long distance calls, calls to 900-9xx numbers, calls to chat lines, calls to porn lines, or any commercial or business use. Directory assistance calls, calling card calls, calls to operator service, international calling and toll free calling services will be allowed during emergency situations and normal rates would apply.
2. If a customer exceeds the maximum rate for two consecutive months and the Company determines that the customer's usage is not consistent with the intended typical residential usage, the customer will be questioned and warned. If the customer continues to violate the provisions of this service, the customer will be subject to suspension and disconnect.
3. If during a current bill cycle, monitoring discovers incoming or outgoing calls are in excess of more than one (1) hour or calls made or received exceed ten (10) per hour, the Company will contact the customer before the maximum billing is reached to notify the primary purpose of the service has been exceeded and inform the customer that they need to switch to regular service or have the SLS terminated.

E. Rates and Charges

The rates for Safety Line Service are listed in Section 20.1(G) of this Tariff.

## **CUSTOMER ACTIVITY CHARGES**

### 5. Customer Activity Charges

#### 5.1 General

The Term "Customer Activity Charge" is used to define the nonrecurring charge or charges made for the establishment of a class of communication service or subsequent additions or changes to that service.

Customer Activity Charges are in addition to any other scheduled rates and charges normally applying under the tariffs. They apply in addition to and not in lieu of recurring charges, mileage charges, or construction charges made because of unusual costs in establishing service.

Customer Activity Charges may be payable at the time application is made for the particular service or facility, and prior to the establishment of service, or upon presentation of a bill. Service may be established in advance of payment in the case of Customer Activity Charges for additions to the service of existing customers.

The charges specified 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 interrupted by the customer. If the customer requests that overtime labor be performed or interrupts work once begun, a charge in addition to the specified charges will be made equal to the additional cost involved. Any special work performed at the request of the customer, will be charged for on the basis of labor cost and overhead incurred.

#### 5.2 Types of Customer Activity Charges

##### A. Initial Service Order Charge

This charge is applicable for work performed in receiving, recording, and processing information necessary to execute a customer's initial request for connections of service. Initial Service Order Charges are caused by customer requests only.

One Initial Service Order charge is applicable for each request for the establishment of a service.

Only one initial service ordering charge is applicable for all items ordered at the same time for completion on the same date, for the same line number.

## **CUSTOMER ACTIVITY CHARGES**

### 5. Customer Activity Charges

#### 5.2 Types of Customer Activity Charges (Cont'd)

##### A. Initial Service Order Charge (Cont'd)

An Initial Service Order Charge is applicable for work done to comply with a customer's initial request for new service.

Movement of a customer's service from one premises to another will be considered as a service termination at the old location and the establishment of service at the new location.

Initial Service Order Charges are listed in Section 20.2(A) of this Tariff.

##### B. Service Order Change Charge

This charge is applicable for work performed in receiving, recording, and processing information necessary to execute a customer's request for a change in their present service at the existing premises.

One Service Order Change Charge is applicable for each of the following:

1. Move, change or addition of a service at an existing premises.
2. Addition to, or change in, a directory listing.
3. Change in telephone number.
4. Restoral of service after disconnection.

Service Order Change Charges are listed in Section 20.2(B) of this Tariff.

##### C. Service Installation Charge

This charge is applicable when work is performed in the central office and/or outside plant in association with installing Local Exchange Service and/or other services utilizing outside plant facilities.

One Service Installation Charge applies to the provision by the Company of each access line for Local Exchange Service, Payphone Service, Off Premises Extensions, or Foreign Exchange Service.

One Service Installation Charge applies to each move of the established service drop and/or the associated station protection device

Service Installation Charges are listed in Section 20.2(C) of this Tariff.

**CUSTOMER ACTIVITY CHARGES**

5. Customer Activity Charges

5.2 Types of Customer Activity Charges (Cont'd)

D. Premises Visit Charges

A Premises Visit Charge is applicable when travel to the customer's premises is necessary to perform work previously described under Service Installation. When more than one visit is necessary, for Company reasons, to complete the work, only one Premises Visit Charge applies. The rate for a Premise Visit Charge is listed in Section 20.2 (D) of this Tariff.

E. Miscellaneous Service Charges

For changes in telephone number of a Key System Station where a Premise Visit is required, one Service Order Change Charge and one Premise Visit Charge will apply plus a Number Change Charge, as listed in Section 20.2 (E) of this Tariff, for each number changed.

For each service rearrangement (drop wire, outside circuit and/or protector) initiated by action of the subscriber, one Service Order Change Charge and one Premise Visit Charge will apply plus one Rearrangement Charge, as listed in Section 20.2 (F) of this Tariff, per rearrangement.

A Denied Service Restoral Charge will be applied for the restoral of service to any customer who has been denied service for nonpayment. The rate for Denied Service Restoral is listed in Section 20.2 (G) of this Tariff.

Record work only charge is applicable for customer requests that do not involve any central office work, including the following:

- 1) Changes or additions involving Directory Listings or Joint User Service.
- 2) Changes in the class, grade or type of service.
- 3) All other changes in service that requires the issuance of a service order including additions or changes in which the customer picks up the station equipment (i.e., telephone, apparatus, etc.).

The rate for Record Work Only charge is listed in Section 20.2 (H) of this tariff.

5.3 Conditions Under Which No Customer Activity Charges Apply

- A. To move or change a customer's telephone service or equipment when it is required or initiated by the Company.
- B. Disconnection of service for nonpayment of charges due. However, there is a charge applicable for reconnection of that service.

**CUSTOMER ACTIVITY CHARGES**

5.3 Conditions Under Which No Customer Activity Charges Apply

- C. For all activities related to services for employees.
- D. A complete or partial termination of service.
- E. Service re-established after destruction of the customer's premises by an Act of God, whether at the same or another location. Regular charges apply for service established at a temporary location.
- F. Changes from non-published or non-listed directory listings to published directory listings using the same telephone number.
- G. Change of billing address.
- H. Installation, moves, or changes of payphones.

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features

6.1 Custom Local Area Signaling Services (CLASS)

A. General

1. Custom Local Area Signaling Services (CLASS) capability is provided to customers who are served by appropriately equipped electronic central offices. However, a feature cannot be successfully activated unless both the called and calling parties are served by, and the call is routed through, appropriately equipped electronic central offices.
2. CLASS will be provided on residence lines and business lines, at rates and charges offered in Section 20.3 (A), following.
3. To activate a feature the customer will dial a company designated code. A confirmation will be heard when a designated code has been dialed.
4. Variations in central office equipment and the activation of other central office features by the called/calling party may cause differences in the availability and/or operation of individual features.
5. Once the features are activated, incoming calls may still be received and outgoing calls placed.
6. The term "distinctive ring" refers to a company assigned non-standard ringing pattern. There is only one non-standard ringing pattern per feature.
7. The Automatic Recall and Automatic Callback features cannot be activated for all telephone numbers, such as numbers with the 800, 888 or 900 prefixes.

B. Installation Charge

Customer Activity Charges as outlined in Section 5 of this tariff do not apply to the establishment of CLASS features. A separate installation charge for programming and set-up costs will be charged. Only one installation charge applies for multiple features requested to be provided at the same time.

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.1 Custom Local Area Signaling Services (CLASS) (Cont'd)

C. Caller I.D. Blocking

Free per call blocking will be available to all residence and business customers who are served by appropriately equipped central offices. Those customers may prevent the delivery of their telephone number or name to the called party by dialing the activation code (\*67 for Touch Tone residence and business lines, 1167 for rotary residence and business lines) prior to placing a call.

D. Reserved for Future Use

E. CLASS Feature Descriptions

1. Automatic Recall

The telephone number associated with the last incoming call to the customer (called party) may be automatically redialed. Activation must occur before another incoming call or a call waiting indication is received by the customer. If the redialed telephone line is busy, the feature will remain active for a 30-minute period and repeatedly check the idle/busy status of the line at intervals determined by the company. Should the called party's line become idle during this period, the customer will receive a distinctive ring. If the customer answers this ring, completion of the call to the calling party will be automatically attempted. The customer need not wait for the completion of the Automatic Recall process to activate this feature for subsequent incoming calls. The idle status of the line associated with each activation will be checked.

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.1 Custom Local Area Signaling Services (CLASS) (Cont'd)

E. CLASS Feature Descriptions (Cont'd)

2. Automatic Callback

The telephone number associated with the last outgoing call placed by the customer (calling party) may be automatically redialed. Activation must occur before another outgoing call is placed by the customer. If the redialed telephone line is busy, the feature will remain active for a 30-minute period and repeatedly check the idle/busy status of the line at intervals determined by the company. Should the called party's line become idle during this period, the customer will receive a distinctive ring. If the customer answers the ring, completion of the call to the called party will automatically be attempted. The customer need not wait for the completion of the Automatic Callback process to activate this feature for subsequent outgoing calls. The idle status of the line associated with each activation will be checked.

3. Calling Number Delivery

This feature provides for the display of the incoming telephone number on a customer provided display device attached to the customer's telephone line or on a telephone with a built-in display screen. The Calling Number Delivery feature will forward the calling number from the appropriately equipped terminating central office to the customer provided display device. The company will forward all telephone numbers subject to technical limitations.

4. Calling Name Delivery

This feature provides for the display of the listed name associated with the telephone number from which the call is being made. The name will be delivered to a customer provided display device. The company will forward all calling names subject to technical limitations. This service is only offered in conjunction with Calling Number Delivery service.



**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.1 Custom Local Area Signaling Services (CLASS) (Cont'd)

E. CLASS Feature Descriptions (Cont'd)

5. Calling Number Delivery Blocking

This feature allows a customer to prevent delivery of the listed directory number to the called party. If the call is completed, the terminating office sends a "PRIVATE" code to the called party's terminal in place of the directory number.

6. Selective Call Acceptance

This feature allows a customer to screen incoming calls against a list of sixteen customer-specified directory numbers and then accepts any calls from those numbers. Calls from other directory numbers are denied access to the subscriber's line and will be automatically completed to a prerecorded announcement circuit which will indicate that calls are not being taken at this time.

7. Selective Call Rejection

This feature allows the customer to have the switch automatically reject calls from directory numbers on the customer's predesignated screening list. A screening list of up to sixteen directory numbers is created by the subscriber. When a call is placed to the customer's number from a number on the screening list, the caller receives an announcement indicating that the party attempting to be called does not wish to receive calls at this time.

8. Selective Call Forwarding

This feature allows the customer to transfer selected incoming calls to another telephone number. A screening list containing up to sixteen numbers is created by the customer and placed in the network memory via an interactive dialing sequence. Subsequently, incoming calls are forwarded only if the calling number can be obtained and is found to match a number on the customer's screening list.

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.1 Custom Local Area Signaling Services (CLASS) (Cont'd)

E. CLASS Feature Descriptions (Cont'd)

9. Distinctive Ringing/Call Waiting

This feature provides special treatment for calls received from a customer's list of specified telephone numbers. The customer creates a screening list containing up to sixteen directory numbers through an interactive dialing sequence. When an incoming call from one of the predetermined telephone numbers is received, the customer is alerted with a distinctive ringing pattern or a distinctive call waiting tone. Calls from telephone numbers not included on the screening list will produce a normal ringing pattern or call waiting tone.

10. Customer Originated Trace

This feature will, upon successful customer activation, automatically trace the telephone number of the line used for the last call received by the customer. The customer must dial a company designated code, and a confirmation will be heard when a designated code has been dialed. Activation must occur prior to the time that either another call or the call waiting tone is received by the customer. Within five business days after successful activation of Customer Originated Trace, the customer must contact the company to arrange for continued retention of the trace record. The traced number will not be provided to the customer by the company, but it will be provided to law enforcement officials only pursuant to a valid subpoena issued by a court of competent jurisdiction. The practices of law enforcement officials vary, and the company does not represent that any action will be taken by such officials with regard to the traced number. The company also does not guarantee the satisfactory operation of the capability set forth above for use in the provision of the Customer Originated Trace feature.

11. Anonymous Caller Rejection

This feature blocks and routes to an announcement incoming calls from parties who have activated calling number or calling name delivery blocking for that call. This feature grants to the called party the same measure of privacy granted to the calling name and number blocked originating caller.

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.1 Custom Local Area Signaling Services (CLASS) (Cont'd)

E. CLASS Feature Descriptions (Cont'd)

12. Caller Name Delivery or Caller Number Delivery on Call Waiting

This feature works with the custom calling feature Call Waiting and the CLASS feature Caller Number Delivery or Caller Name Delivery to provide information on a third party caller who is attempting to reach the customer, while the customer is engaged in a conversation with another party. The incoming call's information will be displayed on a customer provided display device attached to the customer's telephone line or on a telephone on a built-in display screen.

13. Discount Packages

Customers who subscribe to multiple CLASS Features receive additional features at a reduced price. The first feature is at full price and any of the following additional features are offered at a discounted rate: Automatic Call Back, Automatic Recall, Calling Number Delivery, Anonymous Call Rejection, Selective Call Forwarding, Selective Call Rejection, Selective Call Acceptance, and Distinctive Ring/Call Waiting.

14. Telemarketer Call Screening

This feature blocks unknown ANI/Caller ID calls and routes them to an automatic message that informs telemarketers that the customer requests to be removed from the telemarketer's calling list. The automatic message offers other callers the option to hit the number one (1) or to remain on the line to continue the call on to the customer.

(N)  
|  
(N)

F. Rates and Charges

The Company reserves the right to offer customers promotional offerings of CLASS services at the Company's discretion. These promotional offerings may waive installation charges and/or offer free trial periods of CLASS services.

Rates and charges for CLASS features are listed in Section 20.3(A) of this Tariff.

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use



**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use



**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.2 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.3 Custom Calling Services

A. Conditions

Custom Calling Services are available only to those customers who are served from a Central Office equipped to provide such services.

These services will not be provided with Payphone Service.

The grade of transmission on three way calling and call forwarding may vary depending on the distance and routing necessary to complete the call. End to end transmission is not guaranteed.

B. Installation Charge

Customer Activity Charges as outlined in Section 5 of this tariff do not apply to the establishment of Custom Calling Service features. A separate installation charge for programming and set-up costs will be charged. Only one installation charge applies for multiple features requested to be provided at the same time.

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.3 Custom Calling Services

C. Feature Descriptions

Call Waiting and Cancel Call Waiting

The Call Waiting feature informs a subscriber engaged in a normal talking connection that a third party is calling. Call Waiting allows the subscriber to put the first call on "hold" while answering the second call. Cancel Call Waiting enables a subscriber to cancel call waiting before making a call for the duration of the call.

Three Way Calling

The three way calling feature allows a single party subscriber to add another call to an existing two way connection.

If a subscriber utilizes toll trunks for a three way call, that subscriber will be billed the appropriate toll charges for the portion of that three way call which he originated.

The grade of transmission on three way calls may vary depending on the distance and routing necessary to complete the call. Therefore, the normal grade end-to-end transmission is not guaranteed on such calls.

Call Forwarding

The call forwarding feature allows a single party subscriber to have all incoming calls forwarded to another, preselected line.

Speed Calling - 8

The speed calling - 8 feature allows a subscriber to call any one of eight preselected telephone numbers from memory by dialing a single digit code rather than the entire telephone number.

Call Forwarding - Remote Access

The Call Forwarding - Remote Access feature allows a customer to activate or deactivate Call Forwarding features he or she is subscribed to from a touch tone telephone that is outside the premises the feature is subscribed at. This feature is only available to customers who subscribe to any of the following features: Call Forward - No Answer, Call Forward - Busy, or Call Forwarding.

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.3 Custom Calling Services (Cont'd)

C. Feature Descriptions (Cont'd)

Custom Calling Package Discount

If a customer subscribes to three or four of the following features, Call Waiting, Three-Way Calling, Call Forwarding, Call Forwarding - Remote Access, or Speed Calling - 8, then the customer is entitled to a package rate.

Ring Again

The ring again feature allows a subscriber who reaches a busy station to dial a code and receive a special ring indicating that a previously busy line has become idle within a prescribed time period.

Teen Line - Distinctive Ring

The teen line - distinctive ring feature applies different ringing patterns to allow a subscriber to assign two directory numbers to the same phone line. Each directory number has a distinctive ring.

Speed Calling - 30

The speed calling - 30 feature allows a subscriber to call any one of thirty preselected telephone numbers from memory by dialing a two digit code rather than the entire telephone number.

Warm Line

Allows the customer 30 seconds of dial tone before a call is automatically generated to a specified terminating number. During the 30 second dial tone duration, which is initiated by the instrument during off-hook, the line may be used for basic service, or for initiating custom calling features.

Call Forward - No Answer

This feature permits a customer to forward all incoming calls to another dialable telephone number after a specified number of rings.



**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.3 Custom Calling Services (Cont'd)

C. Feature Descriptions (Cont'd)

Call Forward - Busy

This feature permits a customer to forward all incoming calls to another dialable telephone number if the customer's telephone line is busy.

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.3 Custom Calling Services (Cont'd)

C. Reserved for Future Use

D. Rates and Charges

Rates and charges for Custom Calling Features are shown in Section 20.3(C) of this Tariff.

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

(N)

6.4 Voice Mail

A. General

1. Voice mail is a service which permits incoming dialed calls (both intra and inter exchange) to be answered by an electronic voice answering system if the call is not otherwise answered or the line is busy. Messages are stored in a private "mailbox" and can be retrieved from any touch-tone phone location.

B. Call Answering

1. This option offers a thirty (30) second greeting.
2. This option offers ten (10) minutes of total message storage time.
3. This option offers automatic answering and message recording when a call is not answered within a customer designated number of rings (requires Call Forward, Don't Answer which is included).
4. This option offers automatic answering and message recording when an incoming call encounters a busy line (requires Call Forward – Busy which is included).
5. This option offers message storage in a private "Mail Box" which can be retrieved only with the use of the customer's Mail Box number and password.
6. This option offers customer access to their message from any touch-tone phone at any location.
7. This option offers pre-programmed or personalized greetings.
8. This option offers message waiting indication utilizing stutter dial tone or message waiting indicator light (special customer premise equipment required.)

(N)

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.4 Voice Mail (Cont'd)

(N)

B. Call Answering (Cont'd)

9. This option offers announcement of the time the message was recorded.

10. Saved messages held for sixty (60) days.

11. Up to three mailboxes are available per customer.

(N)

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.4 Voice Mail (Cont'd)

(N)

C. Rates and Charges

Rates and charges for Voice Mail are listed in Section 20.3(D) of this Tariff.

—  
(N)

6.5 Reserved for Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.5 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.6 Directory Listings

A. Published Listings

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

Listings will be limited to such information as is necessary for proper identification.

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.

The Company may refuse to insert any listing which in its judgment does not facilitate the use of the directory.

B. Non-Published or Non-listed Listings

Non-Published service is the omission of a customer's listing from both the telephone directory and directory assistance records. Unless a non-published listing is requested by the customer, the customer's listing will be published in the telephone directory and will be available in the directory assistance records.

Non-listed service is the omission of a customer's listing from the telephone directory. Unless a non-listed listing is requested by the customer, the customer's listing will be published in the telephone directory.

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 listing.

C. Reserved for Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.6 Directory Listings (Cont'd)

D. Additional Listings

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

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

An alternate call listing refers a calling party to certain other telephone numbers after business hours or on Sundays or holidays, or if there is no answer on the first listed number. Where the alternate call number is to be that of another customer, the listing will be furnished only with written approval of the other customer.

A foreign listing may be furnished to customers requesting that their listing be included in a directory for another exchange.

Listing of office hours or other information which is not required in order to efficiently handle telephone traffic is not included in charges for service. Subscribers who desire that their office hours appear in connection with their listings, will be charged an additional fee.

E. Temporary Tenant Listings

1) Residential subscribers who lease their premises for periods of less than one year and request the company to render service to their tenant without change in contract, may arrange for the listing of the tenant provided that the subscriber and the tenant do not occupy the premises at the same time. An extra rate is charged for a Temporary Tenant Listing.

2) All billing and contractual arrangements remain unchanged and the subscriber is responsible for payment of all charges.

E. Applicability of Customer Activity Charges

A listings change is subject to the applicable Customer Activity Charges found in Section 5.

F. Rates and Charges

Rates and charges for Directory Listings are listed in Section 20.3(F) of this Tariff.



**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.7 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.8 Off-Premise Extension Service\*

A. Conditions

1. Off-premise extension circuits are provided to allow the customer the option of extending his telephone service from the normal to a second location within the wire center using the company's cable distribution facilities. Off-premises extension circuits are furnished subject to the availability of circuits and provided when no unusual expense is involved.
2. Existing off-premise extension circuits, that are 150 feet or less from the primary location, will continue to be billed at the current mileage based rate.
3. If a customer requests a new off-premise extension circuit that is within 150 feet of the primary location, the Company will bill the customer for the full cost of the construction. There will be no monthly charge for this extension and the extension will be considered inside wire.
4. If a customer requests a new off-premise extension circuit that is in excess of 150 feet of the primary location, the Company will charge the customer a monthly fee and a non-recurring charge to establish service.

B. Rates and Charges

Rates and charges are listed in Section 20.3(H) of this Tariff.

\* The Off-Premise Extension Service is grandfathered as of July 20, 2004 and will no longer be offered to other customers.

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.9 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.10 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.10 Reserved For Future Use

**OPTIONAL SERVICES AND FEATURES**

6. Optional Services and Features (Cont'd)

6.10 Reserved For Future Use

**MISCELLANEOUS SERVICES**

7. Miscellaneous Services

7.1 Operator Assisted Local Calling Service

A. General

1. The provisions shown herein apply when connections (local calls) between stations belonging to the same flat rate calling area are established with the assistance of a Company operator.

B. Conditions

1. All local calls, including local coin calls, which are not direct dialed by the customer are subject to charge, unless otherwise exempted by Paragraph 2 following.
2. Charges do not apply to the following local calls:
  - a. Calls which require operator assistance to reach local emergency service agencies such as police, sheriff, fire department, poison control, etc., or calls from the accounts of customers who have been certified by a registered physician or recognized agency as unable to direct dial a local call because of a visual or physical handicap.
  - b. Calls which require operator assistance to reach the Company business office or repair service.
  - c. Calls which require operator assistance due to equipment malfunctions which prevent completion of direct dialed calls.

C. Rates and Charges

Rates and charges are listed in Section 20.4(A) of this Tariff.

**MISCELLANEOUS SERVICES**

7. Miscellaneous Services (Cont'd)

7.2 Local Directory Assistance Call Service

A. General

1. Telephone calls by customers for telephone number listings will be answered and numbers given if listed in the Company's directory assistance records.
2. A maximum of two (2) requested telephone numbers will be provided for each Directory Assistance call.
3. The rates as described in Section B following apply for all calls to Directory Assistance operator (1411 or 1-555-1212).
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 and Charges

1. The charge for each direct dialed call to Directory Assistance (1411 or 1-555-1212) is listed in Section 20.4(B).
2. Where a customer requests operator assistance to place a call to Directory Assistance, the operator assistance charge is applicable in addition to the per call charge.
3. Calls to Directory Assistance from Payphone Service, Hotels or Hospitals or lines of customers who have been certified by a registered physician or recognized agency as unable to use a directory because of a physical handicap, are not subject to charge.



**MISCELLANEOUS SERVICES**

7. Miscellaneous Services (Cont'd)

7.3 Foreign Exchange Service

A. General Regulations

1. Foreign exchange service is exchange service furnished to a subscriber from a central office of an exchange other than the one that normally serves the area in which the subscriber is located.
2. For the purpose of this section of the tariff, the term, "Foreign Exchange", shall mean the exchange from which the foreign exchange service dial tone is furnished. The term "Normal Exchange", shall mean the exchange normally serving the area in which the subscriber's premise is located.
3. Foreign exchange service does not come within the Company's general undertaking, nor does the Company obligate itself to furnish such service generally. At the Company's option, where facilities of such a character are available as will permit satisfactory telephone transmission, and where the service is warranted by the circumstances involved, it will furnish the service.
4. Foreign exchange service will be furnished to exchanges within the same LATA as the normal exchange.
5. Foreign exchange service may be provided only in connection with private branch exchange trunk lines, and individual line business or residence service. The service will be furnished only at one location or premises for each channel or circuit.
6. Where the normal exchange is operated by this Company, foreign exchange service is furnished only on the condition that the applicant is a subscriber to individual line business or residence service, or private branch exchange service, in the normal exchange, and at the same location where such service is proposed to be installed. Under this condition, when a foreign exchange service subscriber discontinues normal exchange service, the normal exchange shall immediately notify such foreign exchange subscriber and foreign exchange business office, that the foreign exchange service may be discontinued ten (10) days thereafter.

**MISCELLANEOUS SERVICES**

7. Miscellaneous Services (Cont'd)

7.3 Foreign Exchange Service (Cont'd)

A. General Regulations (Cont'd)

7. Where the foreign exchange is operated by another telephone company, foreign exchange service will be provided only when satisfactory arrangements can be negotiated with such company to furnish a portion of the necessary facilities.
8. Foreign exchange service will be furnished at the rates outlined hereafter, provided the necessary facilities and equipment are available. Where the facilities and/or equipment are not available, and extraordinary facility costs, equipment costs, special operating expenses, and/or other special considerations are incurred in making such service available, the subscriber may be required to pay an additional charge to cover all or a portion of such unusual expenses, or be required to contract for service beyond the initial period, or both.
9. No off-premise extensions will be furnished in connection with foreign exchange service.
10. The use of the service is limited to the subscriber and his employees for business purposes, and in the case of residence service, to the members of his immediate household. Foreign exchange service calls will be further limited to calls within the local calling area (including any EAS locations) of all customers in the foreign exchange. If any subscriber to this service is found to be transferring or transmitting messages for parties other than authorized above, in the normal exchange area, or subscribing to any optional calling area plan in the foreign exchange, and/or making toll calls through the foreign exchange, such subscriber and foreign exchange business office shall be notified that the practice must be discontinued or the foreign exchange service may be terminated ten (10) days after the date of such notice.

B. Rates and Charges

1. Rates for foreign exchange service will include rates for local service at the foreign exchange, rates for special access service from the foreign exchange to the subscriber location in the normal exchange, and supplemental charges as outlined below.

**MISCELLANEOUS SERVICES**

7. Miscellaneous Services (Cont'd)

7.3 Foreign Exchange Service (Cont'd)

B. Rates (Cont'd)

2. The charge for local service at the foreign exchange is the established monthly service rate, and non-recurring service connection charge of the foreign exchange for the grade of service (individual line business or residence, or PBX and PABX trunks) with which the foreign exchange service is to be associated.
3. The charges for special access service from the foreign exchange to the subscriber location in the normal exchange will be as follows:
  - a. For special access facilities provided by this Company, the rates outlined in this Company's special access tariff will apply.
  - b. Where all or a portion of the special access facilities are furnished by another telephone company, charges for those facilities shall apply as specified in the regulations of such participating company.
4. The rates and charges that will apply at the normal exchange are listed in Section 20.4(C) of this Tariff.

7.4 Reserved For Future Use

**MISCELLANEOUS SERVICES**

7. Miscellaneous Services (Cont'd)

7.4 Reserved For Future Use

**MISCELLANEOUS SERVICES**

7. Miscellaneous Services (Cont'd)

7.5 Reserved For Future Use

**MISCELLANEOUS SERVICES**

7. Miscellaneous Services (Cont'd)

7.5 Reserved For Future Use

**MISCELLANEOUS SERVICES**

7. Miscellaneous Services (Cont'd)

7.5 Reserved For Future Use

**MISCELLANEOUS SERVICES**

7. Miscellaneous Services (Cont'd)

7.5 Reserved For Future Use



**MISCELLANEOUS SERVICES**

7. Miscellaneous Services (Cont'd)

7.5 Reserved For Future Use

**SPECIAL CONSTRUCTION**

8. Special Construction

8.1 Reserved For Future Use

8.2 Special Construction

- A. When a special type of construction is desired by a customer, as when underground service connections are desired in places where aerial drop wires are regularly used to reach customer's premises, an additional charge is made. This charge is equal to the difference between the estimated cost of the special type of construction and the average cost of standard construction.
- B. Title to all facilities constructed and paid for wholly or in part by the subscriber is vested in the Company.

**SPECIAL CONSTRUCTION**

8. Special Construction (Cont'd)

8.3 Temporary Service

- A. Where plant construction is required to provide exchange, extension line, etc., service, temporary in character, the Company may require the applicant to pay charges based upon the costs involved or to contract for service beyond the initial period or both.

8.4 Installations of Telephone Lines Within Subdivision, Telephone Lines Constructed, Installed and Owned by Utilities in Subdivisions Shall be Installed Underground.

- A. The following definitions are used in this section of the tariff:

**APPLICANT:** The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency, or other legal entity recognized by law, applying for the construction of a telephone distribution system in a subdivision.

**BUILDING:** A single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy in a subdivision (Definition excludes mobile home).

**SUBDIVISION:** A lot, tract, or parcel of land divided into two or more lots, plots, sites or other divisions for use for new residential buildings or the land on which is constructed new multiple-occupancy buildings per a recorded plot thereof if such recordation is required by law.

**SPECIAL CONSTRUCTION**

8. Special Construction (Cont'd)

8.4 Installations of Telephone Lines Within Subdivision, Telephone Lines Constructed, Installed and Owned by Utilities in Subdivisions Shall be Installed Underground. (Cont'd)

- B. The Company upon receipt of the applicant's proper application will install an underground telephone system with suitable materials to assure that the applicant will receive reasonably safe and adequate telephone service. The provision of the underground telephone system will be provided at no charge except where a charge is permitted under Paragraphs (D) and (F) of this section of the Tariff. Temporary service is provided under Paragraph (E) of this section of the Tariff.
  
- C. Rights-of-Way and Easements
  - 1. Within the applicant's subdivision, the Company will construct, own, operate, and maintain underground telephone lines only along public streets, roads, and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained without cost or need for condemnation by the Company.
  
  - 2. Rights-of-way and easements, within the subdivision, satisfactory to the Company, must be furnished by the applicant in reasonable time to meet construction and service requirements before the Company shall be required to commence its installation. Such rights-of-way and easements must be cleared of trees, tree stumps and other obstructions and graded to within six inches of final grade, by applicant, at no charge to the Company. Such clearance and grading must be maintained by the applicant during construction by the Company.

**SPECIAL CONSTRUCTION**

8. Special Construction (Cont'd)

8.4 Installations of Telephone Lines Within Subdivision, Telephone Lines Constructed, Installed and Owned by Utilities in Subdivisions Shall be Installed Underground. (Cont'd)

D. Advance Payments

1. Where, due to the manner in which a subdivision is developed, the Company is required to construct an underground telephone distribution system through a section or sections of the subdivision where service will not be connected for at least two years, then the Company may require an advance payment equal to the estimated cost of construction from the applicant before construction is commenced. If in the judgment of the Company an advance is required under the above described conditions, the Company has the right to refuse installation of the underground system until the required advance is paid to the Company.
2. If an advance is required under these rules, then the advance, without interest, shall be returned to the applicant on a pro-rata basis as the permanent service connection is made to each building or multiple-occupancy buildings.
3. Any portion of an advance remaining unrefunded ten years from the date the Company is first ready to render service with the extension will be retained by the Company and credited to the appropriate construction account.

E. Temporary Facilities

1. Temporary facilities may be installed to provide service when necessary, for a maximum period of one year.
2. Where it is necessary to place temporary facilities in advance of the permanent underground telephone system in order to provide telephone service, the Company may require the applicant to pay the estimated non-recoverable costs of the temporary facilities. If the required costs under the above described conditions apply, the Company has the right to refuse installation of the temporary facilities until the required costs are paid to the Company.

**SPECIAL CONSTRUCTION**

8. Special Construction (Cont'd)

8.4 Installations of Telephone Lines Within Subdivision, Telephone Lines Constructed, Installed and Owned by Utilities in Subdivisions Shall be Installed Underground. (Cont'd)

F. Special Conditions

1. In circumstances, where the application of these rules appears impractical or unjust to applicant or the Company, or discriminatory to other customers, (e.g., difficult rock conditions), the Company or applicant shall refer the matter to the Illinois Commerce Commission for special ruling or for the approval of special conditions which may be mutually agreed upon prior to commencing construction.

8.5 Special Assemblies of Equipment or Speculative Projects

Special assemblies of equipment or speculative projects for which provision is not otherwise made in the Tariff may be provided where practicable if not detrimental to any of the services furnished by the Company.

- A. 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, when applicable, one or more of the following estimated expense items associated with the special equipment or any combination thereof and will include, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided.

1. Maintenance expense
2. Depreciation expense
3. Administration expense
4. Taxes--including federal income tax
5. And other specific items of expense that may be associated with the facility provided
6. A reasonable return on investment

**SPECIAL CONSTRUCTION**

8. Special Construction (Cont'd)

8.5 Special Assemblies of Equipment or Speculative Projects (Cont'd)

B. The estimated installation cost used in the derivation of the various expense items shall include the following:

1. Material
2. Material overhead
3. Installation labor
4. Installation labor overhead

**SERVICE RESTRICTIONS**

9. Service Restrictions

9.1 900 Service Access Restrictions

A. General

1. 900 Service Access Restriction is a central office service furnished to customers, upon request, which allows for access restrictions to be placed on the customer's local exchange telephone service line so that calls to telephone numbers preceded by the 900 NPA will not be completed. When a 900 NPA telephone number is dialed, the call will be diverted to a Company-provided intercept announcement.
2. This restriction service enables the customer to prohibit the dialing of calls to 1+900-XXX-XXXX. Calls which are placed using any alternative dialing pattern cannot be restricted.

B. Rates and Charges

1. The first request for blocking or unblocking is provided free of charge. A nonrecurring charge applies for each subsequent request for blocking or unblocking.
2. Rates and charges are listed in Section 20.6(A) of this Tariff.

9.2 976 Service Access Restriction

A. General

1. 976 Service Access Restriction is a central office service furnished to customers, upon request, which allows for access restrictions to be placed on the customer's local exchange telephone service line so that calls to telephone numbers preceded by the 976 NXX will not be completed. When a 976 NXX telephone number is dialed, the call will be diverted to a Company-provided intercept announcement.



**SERVICE RESTRICTIONS**

9. Service Restrictions (Cont'd)

9.2 976 Service Access Restriction (Cont'd)

A. General (Cont'd)

2. This restriction service enables the customer to prohibit the dialing of calls to 1+NPA-976-XXXX. Calls which are placed using any alternative dialing pattern cannot be restricted.

B. Rates and Charges

1. The first request for blocking or unblocking is provided free of charge. A nonrecurring charge applies for each subsequent request for blocking or unblocking.
2. Rates and charges are listed in Section 20.6(B) of this Tariff.

9.3 700 Service Access Restriction

A. General

1. 700 Service Access Restriction is a central office service furnished to customers, upon request, which allows for access restrictions to be placed on the customer's local exchange telephone service line so that calls to telephone numbers preceded by the 700 NPA will not be completed. When a 700 NPA telephone number is dialed, the call will be diverted to a Company-provided intercept announcement.
2. This restriction service enables the customer to prohibit the dialing of calls to 1+700-XXX-XXXX. Calls which are placed using any alternative dialing pattern cannot be restricted.

**SERVICE RESTRICTIONS**

9. Service Restrictions (Cont'd)

9.3 700 Service Access Restriction (Cont'd)

B. Rates and Charges

1. The first request for blocking or unblocking is provided free of charge. A nonrecurring charge applies for each subsequent request for blocking or unblocking.
2. Rates and charges are listed in Section 20.6(C) of this Tariff.

9.4 Toll Access Restriction

- A. Toll Access Restriction provides a means of restricting access to the Long Distance Message Telecommunications Network. The following calls are restricted:
  1. 1+ calls
  2. 0+ (operator handled) calls, except 8XX IN-WATS
- B. The Company shall not be liable to the customer or any third party for any and all claims, losses or damages caused by the restriction of any toll service.
- C. Customers must apply in writing for the establishment of Toll Access Restriction.
- D. The appropriate non-recurring charges will apply to establish service.
- E. Rates
  1. The rate for this will be charged on a monthly basis.
  2. Rates and charges are listed in Section 20.6(D) of this Tariff.

**SERVICE RESTRICTIONS**

9. Service Restrictions

9.1 900 Service Access Restrictions

A. General

1. 900 Service Access Restriction is a central office service furnished to customers, upon request, which allows for access restrictions to be placed on the customer's local exchange telephone service line so that calls to telephone numbers preceded by the 900 NPA will not be completed. When a 900 NPA telephone number is dialed, the call will be diverted to a Company-provided intercept announcement.
2. This restriction service enables the customer to prohibit the dialing of calls to 1+900-XXX-XXXX. Calls which are placed using any alternative dialing pattern cannot be restricted.

B. Rates and Charges

1. The first request for blocking or unblocking is provided free of charge. A nonrecurring charge applies for each subsequent request for blocking or unblocking.
2. Rates and charges are listed in Section 20.6(A) of this Tariff.

9.2 976 Service Access Restriction

A. General

1. 976 Service Access Restriction is a central office service furnished to customers, upon request, which allows for access restrictions to be placed on the customer's local exchange telephone service line so that calls to telephone numbers preceded by the 976 NXX will not be completed. When a 976 NXX telephone number is dialed, the call will be diverted to a Company-provided intercept announcement.

**SERVICE RESTRICTIONS**

9. Service Restrictions (Cont'd)

9.2 976 Service Access Restriction (Cont'd)

A. General (Cont'd)

2. This restriction service enables the customer to prohibit the dialing of calls to 1+NPA-976-XXXX. Calls which are placed using any alternative dialing pattern cannot be restricted.

B. Rates and Charges

1. The first request for blocking or unblocking is provided free of charge. A nonrecurring charge applies for each subsequent request for blocking or unblocking.
2. Rates and charges are listed in Section 20.6(B) of this Tariff.

9.3 700 Service Access Restriction

A. General

1. 700 Service Access Restriction is a central office service furnished to customers, upon request, which allows for access restrictions to be placed on the customer's local exchange telephone service line so that calls to telephone numbers preceded by the 700 NPA will not be completed. When a 700 NPA telephone number is dialed, the call will be diverted to a Company-provided intercept announcement.
2. This restriction service enables the customer to prohibit the dialing of calls to 1+700-XXX-XXXX. Calls which are placed using any alternative dialing pattern cannot be restricted.

**SERVICE RESTRICTIONS**

9. Service Restrictions (Cont'd)

9.3 700 Service Access Restriction (Cont'd)

B. Rates and Charges

1. The first request for blocking or unblocking is provided free of charge. A nonrecurring charge applies for each subsequent request for blocking or unblocking.
2. Rates and charges are listed in Section 20.6(C) of this Tariff.

9.4.1 Toll Access Restriction

A. Toll Access Restriction provides a means of restricting access to the Long Distance Message Telecommunications Network. The following calls are restricted:

1. 1+ calls
2. 0+ (operator handled) calls, except 8XX IN-WATS

B. The Company shall not be liable to the customer or any third party for any and all claims, losses or damages caused by the restriction of any toll service.

C. Customers must apply in writing for the establishment of Toll Access Restriction.

D. The appropriate non-recurring charges will apply to establish service.

E. Rates

1. The rate for this will be charged on a monthly basis.
2. Rates and charges are listed in Section 20.6(D) of this Tariff.

9.4.2 Toll Access Restriction with PIN

A. Toll Access Restriction with PIN provides a means of restricting access to the Long Distance Message Telecommunications Network through a four digit code assigned to the customer of record. The following calls are restricted, unless the PIN number is entered:

1. 1+ calls (except 1 + 8xx calls)
2. 0+ (operator handled) calls, except 8XX IN-WATS

(N)

(N)

**SERVICE RESTRICTIONS**

9. Service Restrictions (Cont'd)

9.4.2 Toll Access Restriction with PIN (Cont'd)

- B. The Company shall not be liable to the customer or any third party for any and all claims, losses or damages caused by the restriction of any toll service.
- C. Customers must apply in writing for the establishment of Toll Access Restriction with PIN.
- D. The appropriate non-recurring charges will apply to establish service.
- E. Rates
  - 1. The rate for this will be charged on a monthly basis.
  - 2. Rates and charges are listed in Section 20.6(D) of this Tariff.

**SERVICE RESTRICTIONS**

9. Service Restrictions (Cont'd)

9.5 Billed Number Screening

- A. Billed Number Screening allows the customer to identify to the Company that they will not accept any Third-Number Billed and/or Collect calls for billing to their telephone number. The Company places information regarding this screening restriction into a data base that is normally accessed prior to such calls being completed that will refuse to validate the completion of such a call to the indicated number.
- B. Billed Number Screening can be ordered to screen third-number billed calls, collect calls, or both.
- C. Customer Activity Charges as outlined in Section 5 will apply to establish this service.
- D. Rates and Charges

Rates and charges are listed in Section 20.6(E) of this Tariff.

**EMERGENCY NUMBER SERVICE (9-1-1)**

10. Emergency Number Service (9-1-1)

10.1 General

- A. Emergency Number Service (9-1-1 service) is a telecommunications service and is arranged for terminating only service to one or more Public Safety Answering Points (PSAPs). The PSAPs are designated by 9-1-1 system management (9-1-1 customer) and may receive telephone calls dialed to the emergency telephone number 9-1-1.
- B. All 9-1-1 circuits shall be arranged for one-way incoming service only to the PSAP. Outbound dialing on 9-1-1 circuits is prohibited.
- C. 9-1-1 shall be the primary emergency telephone number within the 9-1-1 system. A public agency or public safety agency shall maintain a separate secondary seven digit emergency backup number for at least six months after the 9-1-1 system is in operation.
- D. The 9-1-1 emergency number is not intended to replace the telephone service of the various Public Safety Agencies which may participate in the use of this number. The 9-1-1 customer must subscribe to additional local exchange service at the PSAP for administrative purposes, for the placing of outgoing calls and for receiving other non-emergency calls, including any which might be relayed by Company operators.
- E. The 9-1-1 customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated to manage the 9-1-1 system.
- F. 9-1-1 service must be provided free of charge from all payphones within an exchange that has 9-1-1 service.
- G. The Company shall use the Common Language Circuit Identifier "ES" in the identification of 9-1-1 service "A" link (end office to tandem) trunks, and "EMNC" shall be used for "B" link (tandem to PSAP) circuits.
- H. 9-1-1 service is Enhanced 9-1-1 Service (E 9-1-1). Dedicated direct trunking is the standard method of providing incoming 9-1-1 circuits for E 9-1-1 Service.



**EMERGENCY NUMBER SERVICE (9-1-1)**

10. Emergency Number Service (9-1-1) (Cont'd)

10.2 Obligation and Liability of the Company

- A. 9-1-1 service is provided solely for the benefit of the customer operating the PSAP. The provision of 9-1-1 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.
- B. The Company does not undertake to answer and forward 9-1-1 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.
- C. 9-1-1 service information consisting of the names, addresses and telephone numbers of subscribers whose listings are not published in directories or listed in the Directory Assistance records is treated as strictly confidential.
- D. End users dialing 9-1-1 forfeit the privacy afforded by nonpublished and unlisted telephone number service to the extent that the telephone number, address and name associated with the originating station location may be furnished to a PSAP. Information will be provided only for the purpose of responding to emergency calls.
- E. The Company will adopt practices to notify a point of contact for the primary PSAP within a 9-1-1 system within 15 minutes after a confirmed outage within the system, and to also advise as to the magnitude of the outage. The Company will also adopt practices to notify the point of contact for the primary PSAP within a 9-1-1 system within 15 minutes after the confirmed restoration of 9-1-1 services.
- F. Any terminating equipment used in connection with 9-1-1 service shall be configured to restrict the customer from removing and/or changing the data provided by the Company.
- G. The Company shall not be liable or responsible for obtaining subscriber record information from private telecommunications systems.
- H. For a period of time negotiated between the Company and the customer, the Company will provide intercept service for any seven-digit emergency number replaced by 9-1-1 service. However, in no case shall intercept service be provided for more than one year, or beyond the next directory issuance, whichever is longer.
- I. The Company will comply with database security procedures and requirements contained in 83 Illinois Administrative Code Part 725.400(d). The database information is subject to strict non-disclosure agreements between the Company and system management.

**EMERGENCY NUMBER SERVICE (9-1-1)**

10. Emergency Number Service (9-1-1) (Cont'd)

10.2 Obligation and Liability of the Company (Cont'd)

- J. Upon receipt of a written request from the system management, the Company shall provide within fourteen working days a report to assist in the validation of the accuracy of the 9-1-1 database. The report will be released only upon receipt by the Company of a court order, and the report is proprietary and shall be used exclusively for validating the accuracy of the 9-1-1 database. This report may be requested in writing at a maximum on a monthly basis, and will be provided in ASCII or D-Base III format only. The Company will have a tariffed charge for this report. The report will comply with the requirements of 83 Illinois Administrative Code Part 725.400(f)(1).
- K. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures or malfunctions of this service or any part thereof whether caused by the negligence of the Company or otherwise shall not exceed an amount equivalent to the pro-rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- L. Each customer also agrees to release, indemnify and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others.
- M. The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 9-1-1 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 9-1-1 service hereunder, and which arise out of the negligence or other wrongful act of the Company, the customer, its user, agencies or municipalities, or the employees or agents or any one of them.
- N. In the absence of willful misconduct or gross negligence, no liability for any death or injury to any person or for any damage to property shall attach to the Company, its employees, agents or representatives as a result of or in connection with any situation in which the Company may be requested, required, have undertaken or participated in the tracing of a 9-1-1 call.

**EMERGENCY NUMBER SERVICE (9-1-1)**

10. Emergency Number Service (9-1-1) (Cont'd)

10.2 Obligation and Liability of the Company (Cont'd)

- O. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the 9-1-1 customer contracting for 9-1-1 service. In the event of any interruption of the service, the Company shall not be liable to any person, corporation of other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the 9-1-1 customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the 9-1-1 customer.

10.3 Responsibility of the Customer

- A. The 9-1-1 customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for police, fire or other emergency services within the telephone central office area that has been arranged for E 9-1-1 service.
- B. Application for 9-1-1 service must be executed in writing by each 9-1-1 customer and must be accompanied by satisfactory proof of authorization to provide 9-1-1 service in the exchanges where the service is requested. 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.
- C. All 9-1-1 answering equipment used by a PSAP must comply with applicable Federal Communications Commission rules, 83 Illinois Administrative Code 740, and the Company's tariffs, and must be compatible with the LEC's central office equipment and trunking arrangements.
- D. The customer must comply with all rules and regulations associated with the PSAP contained in 83 Administrative Code Part 725.505.
- E. Prior to a 9-1-1 database query for the purpose of integrity verification, system management shall obtain a court order detailing the information which is to be disclosed and the reason for disclosure. The procedures for non-emergency database queries must be adhered to as outlined in 83 Illinois Administrative Code Part 725.400(d). System management shall be responsible for the compliance of these standards, overall system management, security and coordination of the 9-1-1 system.

**EMERGENCY NUMBER SERVICE (9-1-1)**

10. Emergency Number Service (9-1-1) (Cont'd)

10.3 Responsibility of the Customer (Cont'd)

- F. The 9-1-1 customer is required to furnish the Company its agreement to the following terms and conditions:
1. That all 9-1-1 calls will be answered on a 24-hour day, seven-day week basis.
  2. That the 9-1-1 customer has responsibility for dispatching the appropriate emergency service vehicles within the 9-1-1 service area, or will undertake to transfer all 9-1-1 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
  3. That the 9-1-1 customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to the 9-1-1 PSAP by calling parties.
  4. That the 9-1-1 customer will provide CPE with a capacity adequate to handle the number of incoming 9-1-1 lines recommended to be installed by the Company. It is the customer's responsibility to ensure its CPE is compatible with the service(s) provided by the Company.
  5. Each PSAP must subscribe to sufficient 9-1-1 service lines to adequately handle incoming calls in PSAP's average busy hour so that no more than one call out of 100 encounters a busy signal.
  6. The 9-1-1 customer will subscribe to a minimum of two dedicated E-9-1-1 trunks per central office for adequate handling of incoming 9-1-1 service calls.
- G. PSAP management shall develop procedures providing for the continued operation of a 9-1-1 answer point in the event that critical functions of a PSAP are partially or totally disabled due to natural or man-made disasters. Each central office shall be equipped with call boxes to serve a 9-1-1 system if there is an outage or disaster. A call box is designed to provide emergency on-site answering by authorized personnel in the event that the central office is isolated from the PSAP. Once accessed by authorized personnel, the call boxes are under direct control of system management. Call boxes shall be designed to meet the requirements outlined in 83 Illinois Administrative Code Part 725.620 and Part 725.505(u).

**EMERGENCY NUMBER SERVICE (9-1-1)**

10. Emergency Number Service (9-1-1) (Cont'd)

10.3 Responsibility of the Customer (Cont'd)

H. When Selective Routing is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and ambulance or any other appropriate agencies responsible for providing emergency service in the 9-1-1 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESN's with street address ranges or other mutually agreed upon routing criteria in the 9-1-1 serving area. These ESN's will be carried in the database to permit routing of 9-1-1 calls to the primary and secondary PSAP's responsible for handling of calls from each telephone in the 9-1-1 serving area. The following terms define the customer's responsibility in providing this information:

1. 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.
2. After establishment of service, it is the 9-1-1 customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.
3. The Company will provide to the customer upon request a complete written copy of the master address file to permit the customer to verify the accuracy of the police, fire and ambulance PSAP routing designations.
4. Changes, deletions and additions which the 9-1-1 customer desires to have made in the master address file should be submitted on an "as occurred" basis.
5. The Company will furnish a written copy to the customer for verification showing each change, deletion and addition to the master address file.

**EMERGENCY NUMBER SERVICE (9-1-1)**

10. Emergency Number Service (9-1-1) (Cont'd)

10.4 Reserved for Future Use

**EMERGENCY NUMBER SERVICE (9-1-1)**

10. Emergency Number Service (9-1-1) (Cont'd)

10.4 Reserved For Future Use (Cont'd)

10.5 Description of Enhanced 9-1-1 Service

A. E 9-1-1 Service provides the capability to serve several PSAPs existing within the 9-1-1 service area with tandem trunking through the E 9-1-1 tandem office. A 9-1-1 call originating from any station in the 9-1-1 service area can be selectively routed to the correct primary PSAP. Dedicated direct trunks will originate at the Company serving central office(s), and terminate at the tandem office that serves the PSAP, or the equipment provided to direct calls to a specific PSAP when more than one PSAP is present in a 9-1-1 system. Dedicated direct trunks will also provide the facility between the central office serving the PSAP and the PSAP equipment location.

B. The features associated with tandem trunking in an E 9-1-1 system may include:

1. Selective Routing

Selective Routing is a switching system which automatically routes calls to predetermined PSAPs based on the location of the calling telephone number. Selective routing provides the capability to direct calls to a specific dedicated 9-1-1 trunk group when the central office is split by political boundaries or when more than one PSAP serves the 9-1-1 service area.

2. Automatic Number Identification (ANI)

ANI provides for automatic display of the calling party's telephone number on the PSAP monitor. ANI Spill is a central office data stream that forwards the telephone number of the calling party.

3. Automatic Location Identification (ALI)

ALI is the transmission of the calling party's service address.

**EMERGENCY NUMBER SERVICE (9-1-1)**

10. Emergency Number Service (9-1-1) (Cont'd)

10.5 Description of Enhanced 9-1-1 Service (Cont'd)

4. Central Office Transfer

Central Office Transfer allows a call received by a PSAP telecommunicator to be transferred to the appropriate public safety agency or other provider of emergency services.

5. Default Routing

Default Routing allows E 9-1-1 calls to be routed to a designated default PSAP if the incoming E 9-1-1 calls cannot be selectively routed due to ANI failure, garbled digits, or other causes which prevent selective routing.

6. Alternate Routing

Alternate routing allows 9-1-1 calls to be alternatively rerouted to another PSAP location in the case of overflow calls on the circuits between the 9-1-1 tandem control offices and the PSAP ("B Links"), or in case of PSAP failure.

10.6 PSAP Database Establishment and Update Service

PSAP Data Base Establishment and Update Service provides the information required to establish and maintain a data base of the subscribers within the central office area that is served by the 911 customer.

10.7 E 9-1-1 Service Rates and Charges

A. Rates and charges associated with E 9-1-1 Service are listed in Section 20.7 of this Tariff. These may include rates and charges for:

1. Dedicated Direct Trunks
2. Features associated with E 9-1-1 Service outlined in Section 10.5(B) of this Tariff.
3. PSAP Database Establishment and Update Service



**EMERGENCY NUMBER SERVICE (9-1-1)**

10. Emergency Number Service (9-1-1) (Cont'd)

10.8 Special Service Arrangements

- A. Special Service Arrangements provide for equipment and/or services that cannot be met with the standard 911 service offerings of this tariff, and will be provided, when practical, by the Company at charges equivalent to the costs of furnishing such arrangements. These charges will be applicable to areas such as engineering and special program development associated with billing and data base management. This will also include charges made by another Telephone Company under contract when this service is requested by the 911 customer.
- B. Costs as referred to in this section may include but are not limited to:
  - 1. Cost of maintenance.
  - 2. Cost of operation.
  - 3. Depreciation on any facilities used to provide the special service arrangement
  - 4. General administration expenses, including taxes on the basis of average charges associated with these items.
  - 5. Any other expense item associated with the special service arrangement.
  - 6. An amount for return on investment, based on the installed cost of the facilities used to provide the special service arrangement.
- C. Installed cost includes the cost of equipment and materials provided or used plus the cost of installing, including engineering, labor, supervision, transportation, right-of-way, and other items which are chargeable to the capital accounts.
- D. Special service arrangement rates are subject to review and revision based on changing costs.

10.9 Reserved For Future Use

10.10 Rates and Charges

Rates and charges for emergency service are listed in Section 20.7 of this Tariff.

**RESERVED FOR FUTURE USE**

**CONCURRENCE IN REGULATIONS AND CHARGES OF THE  
ILLINOIS TELECOMMUNICATIONS ACCESS CORPORATION (ITAC)**

12 ITAC Regulations and Charges

12.1 Concurrence

- A. The Company concurs in the rates, rules and regulations governing: (1) intrastate telecommunications provisions for the hearing and voice impaired as filed by the Illinois Telecommunications Access Corporation in its ILL. C.C. No. 1 tariff; (2) intrastate telecommunications provisions for the deaf and severely hearing-impaired for dual party relay service as filed by the Illinois Telecommunications Access Corporation in its ILL. C.C. No.4 tariff.
- B. The Company extends this concurrence to any and all changes which may be made subsequent to this date by the Illinois Telecommunications Access Corporation in its ILL. C.C. No. 3 and ILL. C.C. No. 4 tariffs.
- C. The Company hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.

12.2 ITAC Supplemental Charge

Pursuant to the Order dated April 12, 2016, of the Illinois Commerce Commission in Docket No. 16-0106, LaHarpe Telephone Company, Inc. will impose a supplemental charge of 2 cents per month per line for all Illinois telecommunications carriers, including wireless carriers (other than prepaid wireless carriers) and VoIP residential subscriber lines, a charge of .4 cents per VoIP business subscriber lines, a charge of .4 cents per line for all Centrex lines and a charge of 10 cents per PBX trunk. Charges for services provisioned by T-1 lines and other advanced services shall mirror LaHarpe Telephone Company, Inc.'s application of 9-1-1 charges. The assessment on prepaid wireless transactions is established at .07% of prepaid retail transactions, to be implemented by the Illinois Department of Revenue. These charges shall be effective with bills rendered or transactions occurring on or after July 1, 2016, or at the beginning of the first cycle after July 1, 2016.

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**SUPPLEMENTAL CHARGES**

13. Supplemental Charges

13.1 Supplemental Charge to Certain Intrastate Rates

Effective for service rendered on and after January 1, 1990, the Company will charge its customers, in addition to all other applicable rates and charges, a supplemental charge per access line as listed in Section 20.8 of this Tariff. This charge applies to each local access line, payphone service, PBX trunk and 911 service trunk.

13.2 Supplemental Schedule Due to Message Tax

Pursuant to Title 83, Illinois Administrative Code Part 270 as amended, the Company will charge its customers, in addition to all of the other lawful rates and charges, .1% of the amount payable for intrastate service on bills having a date after July 1, 1988.

13.3 Reserved For Future Use

**SUPPLEMENTAL CHARGES**

13. Supplemental Charges

13.4 Reserved For Future Use

**AGREEMENTS WITH TELECOMMUNICATIONS CARRIERS**

14. Agreements with Telecommunications Carriers

14.1 Interconnection Agreements

A. General

LaHarpe Telephone Company has entered into interconnection agreements pursuant to Sections 251 (a) and (b) of the Telecommunications Act of 1996 with the following telecommunications companies:

<u>Company</u>	<u>I.C.C. Docket No.</u>	
United States Cellular Operating Company of Chicago, L.L.C.	05-0364	
WirelessCo, L.P., SprintCom, Inc., Nextel West Corp.	05-0764	
Verizon Wireless	06-0153	(N)

**TELEPHONE ASSISTANCE PROGRAMS**

15. Telephone Assistance Programs

15.1 Reserved for Future Use

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**TELEPHONE ASSISTANCE PROGRAMS**

15. Telephone Assistance Programs (Cont'd.)

15.1 Reserved for Future Use

15.2 Universal Telephone Service Assistance Program (UTSAP)

- A. A one-time credit of up to \$35.00 will be applied to the telephone installation charge for each eligible new subscriber, as defined in A.1 below. (I)(C)  
(C)
1. To qualify for the program, the applicant must participate in any of the following assistance programs, as required, to establish eligibility. The Illinois Department of Human Services will certify the applicant's participation in assistance programs (a) and (b) below for purposes of determining eligibility:
    - a. Medicaid
    - b. Supplemental Nutrition Assistance Program (SNAP) – formerly Food Stamps
    - c. Supplemental Security Income (SSI)
    - d. Federal Housing Assistance
    - e. Low Income Home Energy Assistance (LIHEAP)
    - f. National School Lunch Program's free lunch program
    - g. Temporary Assistance to Needy Families (TANF)
  2. The Telephone Company's verification through the Department of Human Services shall constitute proof of income eligibility.
  3. Assistance shall be granted to one access line per low income household.
- B. The UTSAP Program is funded through voluntary contributions from Illinois customers as described in 15.2.1 following.



**TELEPHONE ASSISTANCE PROGRAMS**

15. Telephone Assistance Programs (Cont'd.)

15.2 Universal Telephone Service Assistance Program (UTSAP) (Cont'd.)

(T)

15.2.1 Universal Telephone Assistance Program (UTSAP) Voluntary Funding

- A. Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the company on the customer's monthly bill. The voluntary contribution shall not reduce the customer's total monthly bill amount due the Company for telephone services or other charges.
  - 1. Residential customers may elect to contribute \$.50, \$1.00, \$2.00 or \$5.00 per month.
  - 2. Business customers may elect to contribute \$1.00, \$5.00, \$10.00 or \$25.00 per month.
- B. Customers may elect to discontinue or change the amount of monthly contribution on their bill at any time upon providing at least 30 days' notice to the Company.
- C. Failure by the customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.

**TELEPHONE ASSISTANCE PROGRAMS**

15. Telephone Assistance Programs (Cont'd.)

15.3 Lifeline Program

A. General

- 1. The Lifeline Program is a federally funded program established to provide monthly assistance to low income households. Eligible subscribers will receive a Federal Lifeline support credit of \$9.25. (C)
- 2. To qualify for the Lifeline Program the applicant's income, as defined in 47 CFR Section 54.400(f), must be at or below 135% of the Federal Poverty Guidelines. The applicant must provide documentation of income eligibility or participate in one of the following assistance programs: (C)
  - a. Medicaid
  - b. Food Stamps
  - c. Supplemental Security Income (SSI)
  - d. Federal Housing Assistance
  - e. Low Income Home Energy Assistance (LIHEAP)
  - f. National School Lunch Program's free lunch program
  - g. Temporary Assistance to Needy Families (TANF) (C)
- 3. The applicant must sign, under penalty of perjury a document certifying: (N)
  - a. That applicant meets one of the qualifications listed in 15.3(A)(2) above.
  - b. Name of the program(s) from which applicant is receiving benefits.
  - c. That applicant will notify the company within 30 days if he/she no longer participates in the program(s) named in 15.3(A)(2), preceding.
  - d. Applicant will notify the company within 30 days if he/she moves to a new address.
  - e. Applicants household is only receiving one Lifeline service. (N)
- 4. Lifeline service shall not be disconnected for non-payment of toll charges.
- 5. Qualifying low-income subscribers who voluntarily elect toll blocking, where available, will not be required to pay a service deposit in order to initiate Lifeline Service. This service will only be provided at the customer's request.
- 6. Qualifying Lifeline customers will not be charged a monthly number-portability charge.

**TELEPHONE ASSISTANCE PROGRAMS**

15. Telephone Assistance Programs (Cont'd.)

15.3 Lifeline Program (Cont'd)

A. General (Cont'd)

7. A Lifeline customer may only receive assistance from one wireline or one wireless provider per household. (N)

8. Customer Annual Responsibility

All Lifeline customers as of June 1, 2012 must certify with the Company that they are still eligible for Lifeline support by December 31 each year. Customers may certify in person, over the phone or in writing. Customers will not be required to provide verifying documentation. (N)

**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

### RATES AND CHARGES

20. Rates and Charges

20.1 Local Exchange Service

	<u>Monthly Service Amount</u>	<u>Non- Recurring Charge</u>	<u>Tariff Section References</u>	
A. Local Exchange Service - Business			4.1	
Fountain Green Exchange - Per individual line	\$21.04			(I)
La Harpe Exchange - Per individual line	\$21.54			(I)
B. Local Exchange Service - Residence			4.1	
Fountain Green Exchange - Per individual line	\$18.54			(I)
La Harpe Exchange - Per individual line	\$19.04			(I)
C. Key System Line			4.1	
Fountain Green Exchange- Per individual line	\$26.99			(I)
La Harpe Exchange- Per individual line	\$27.74			(I)
D. PABX Trunk (PBX)			4.1	
Fountain Green Exchange- Per individual line	\$29.99			(I)
La Harpe Exchange- Per individual line	\$30.74			(I)



**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.1 Local Exchange Service

		<u>Monthly Service Amount</u>	<u>Non- Recurring Amount</u>	<u>Tariff Section References</u>	
E.	Payphone Service				
	1. Exchange Access Line				
	Instrument Implemented Payphone Service, 2-Way Service	\$15.80		4.6	
	Instrument Implemented Payphone Service, 1-Way Service	\$15.80		4.6	
	CO Implemented Coin Line	\$15.80		4.6	
	2. CO Implemented Coin Line Features and Functions				
	C.O. Coin Line Signaling	\$1.00		4.6	
F.	Touch Tone Service				
	Business, per line	\$1.00	NA	4.7	
	Residence, per line	\$1.00	NA	4.7	
G.	Safety Line Service (includes unlimited 911 calls)	\$18.00	NA	4.8	(I)
	Rate Per Minute: \$0.10				
	Maximum Rate: \$100.00				

**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.2 Customer Activity Charges

	<u>Monthly Service Amount</u>	<u>Non- Recurring Amount</u>	<u>Tariff Section References</u>
A. Initial Service Order Charge			
Business	NA	\$7.30	5.2(A)
Residence	NA	\$4.85	5.2(A)
B. Service Order Change Charge			
Business	NA	\$7.30	5.2(B)
Residence	NA	\$4.85	5.2(B)
C. Service Installation Charge			
Business	NA	\$12.15	5.2(C)
Residence	NA	\$9.70	5.2(C)
D. Premises Visit Charge	NA	\$25.00	5.2(D)
E. Number Change Charge	NA	\$ 9.70	5.2(E)
F. Service Rearrangement Charge			
Business	NA	\$12.15	5.2(C)
Residence	NA	\$9.70	5.2(C)
G. Denied Service Restoral Charge	NA	\$10.00	5.2(E)
H. Record Work Only			
Business	NA	\$5.85	5.2(E)
Residence	NA	\$3.90	5.2(E)
I. Minimum CPE Interruption of Service or Disruption of Service Charge	NA	\$25.00	3.4(B)4(b)

**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.3 Optional Services and Features

A. Custom Local Area Signaling Services (CLASS)

	Non-Recurring <u>Amount</u>	Tariff Section <u>References</u>
Installation Charge	\$10.00	6.1(B)
	Monthly <u>Amount</u>	Tariff Section <u>References</u>
1. Automatic Recall *		
(Per Line)	\$2.00	6.1(E)(1)
2. Automatic Callback *		
(Per Line)	\$2.00	6.1(E)(2)
3. Calling Number Delivery *		
(Per Line)	\$2.00	6.1(E)(3)
4. Calling Name Delivery		
(Per Line)	\$3.00	6.1(E)(4)
5. Calling Number Delivery Blocking		
(Per Line)	NC	6.1(E)(5)
6. Selective Call Acceptance *		
(Per Line)	\$2.00	6.1(E)(6)
7. Selective Call Rejection *		
(Per Line)	\$2.00	6.1(E)(7)
8. Selective Call Forwarding *		
(Per Line)	\$2.00	6.1(E)(8)
9. Distinctive Ringing/ Call Waiting *		
(Per Line)	\$2.00	6.1(E)(9)

**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.3 Optional Services and Features (Cont'd)

A. Custom Local Area Signaling Services (CLASS) (Cont'd)

	<u>Monthly Amount</u>	<u>Tariff Section References</u>	
10. Customer Originated Trace (Per Successful Activation)	\$5.00	6.1(E)(10)	
11. Anonymous Caller Rejection *	\$2.00	6.1(E)(11)	
12. Caller Name Delivery or Caller Number Delivery on Call Waiting ***	\$2.00	6.1(E)(12)	
13. Discount Package 1 <sup>st</sup> feature is at full rate, discounted rate per additional CLASS Feature	\$0.50 **	6.1(E)(13)	
14. Telemarketer Call Screening \$3.00	6.1(E)(14)		(N)

\* Are available for the discounted rate as additional CLASS features.

\*\* Any CLASS Feature may be selected as the full rate feature.

\*\*\* Requires subscription to both Call Waiting and either Caller Name Delivery or Caller Number Delivery.

**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.3 Optional Services and Features (Cont'd)

B. Reserved For Future Use

**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.3 Optional Services and Features (Cont'd)

B. Reserved For Future Use

## RATES AND CHARGES

20. Rates and Charges (Cont'd)

20.3 Optional Services and Features (Cont'd)

C. Custom Calling Features

	<u>Non-Recurring Amount</u>	<u>Tariff Section References</u>
Installation Charge	\$10.00	6.3(B)
<u>All rates are per line</u>		
	<u>Monthly Service Amount</u>	<u>Tariff Section References</u>
Call Waiting and Cancel Call Waiting	\$1.00	6.3(C)
Three-Way Calling	\$1.00	6.3(C)
Call Forwarding	\$1.00	6.3(C)
Speed Calling - 8	\$1.00	6.3(C)
Call Forward - Remote Access	\$1.00	6.3(C)
Custom Calling Package Discounts:		
Any three of the above features	\$2.50	6.3(C)
Any four of the above features	\$3.25	6.3(C)
Teen Line - Distinctive Ring	\$2.00	6.3(C)
Speed Calling - 30	\$2.00	6.3(C)
Warm Line	\$1.00	6.3(C)
Call Forward - No Answer	\$2.00	6.3(C)
Call Forward - Busy	\$2.00	6.3(C)

**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.3 Optional Services and Features (Cont'd)

C. Reserved For Future Use



**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.3 Optional Services and Features (Cont'd)

20.3 Optional Services and Features (Cont'd)

D. Voice Mail

	<u>Non- Recurring Charge</u>	<u>Monthly Service Amount</u>	<u>Tariff Section References</u>
Call Answering (Primary Number)	\$15.00 **	\$5.00	6.4(B)
Additional Mailboxes (up to two)	**	\$2.50	6.4(B)

\*\* Customer Activity Charges apply as discussed in Section 5.

(N)

(N)

**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.3 Optional Services and Features (Cont'd)

E. Reserved For Future Use

**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.3 Optional Services and Features (Cont'd)

	<u>Monthly Service Amount</u>	<u>Non- Recurring Amount</u>	<u>Tariff Section References</u>
F. Directory Listings			
Non-published, per telephone number	N/C	NA	6.6(B)
Non-listed, per telephone number	N/C	NA	6.6(B)
Additional Listing, per listing	\$0.35	NA	6.6(D)
Alternate Listing, per listing	\$0.35	NA	6.6(D)
Foreign Listing, per listing	*	NA	6.6(D)
Office Hour Listing, per listing	\$0.35	NA	6.6(D)
Temporary Tenant Listing, per listing	\$0.97	NA	6.6(E)

\* The subscriber will be charged the rate charged by the company in which the foreign listing is requested.

**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.3 Optional Services and Features (Cont'd)

	<u>Non- Recurring Charges</u>	<u>Monthly Service Charge</u>	<u>Tariff Section References</u>
G. Reserved For Future Use			6.7
H. Off-Premise Extension Service*			
1) Existing Off-Premise Extensions Each one eighth mile or fraction thereof	\$0.40	6.8(A)2	
After 5/10/99:			
2) Less than 150 ft. from primary location	N/C	6.8(A)3	
3) In excess of 150 ft. from primary location			
Residential	\$10.00	\$10.55	6.8(A)4
Business	\$10.00	\$13.05	6.8(A)4
I. Reserved For Future Use			6.9
J. Reserved For Future Use			6.10

\* The Off-Premise Extension Service is grandfathered as of July 20, 2004 and will no longer be offered to other customers.

**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.4 Miscellaneous Services

	<u>Monthly Service Amount</u>	<u>Per Item Amount</u>	<u>Tariff Section References</u>
A. Operator Assisted Local Calling Service			
Per local call completed by operator	N/A	\$1.05	7.1
B. Local Directory Assistance Call Service			
Per call	N/A	\$0.30	7.2
C. Foreign Exchange Service		N/A	7.3
Mileage	\$0.78		
Per 1/4 mile or fraction thereof between the central offices of the normal exchange and the foreign exchange			
Channel Terminal, each	\$8.00		
D. Reserved For Future Use			
E. Reserved For Future Use			

20.5 Special Construction

Reserved For Future Use	N/A	8.1
Special Construction	N/A	8.2
Temporary Service	N/A	8.3
Temporary Facilities	N/A	8.4(E)
Special Assemblies, Speculative Projects	N/A	8.5

**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.6 Service Restrictions

	<u>Monthly Service Amount</u>	<u>Non- Recurring Charges</u>	<u>Tariff Section Reference</u>	
A.	900 Service Access Restriction	N/A	\$15.00 *	9.1
B.	976 Service Access Restriction	N/A	\$15.00 *	9.2
C.	700 Service Access Restriction	N/A	\$15.00 *	9.3
D.	Toll Access Restriction	N/A	**	9.4.1
	Toll Access Restriction with PIN	\$4.00	**	9.4.2
E.	Billed Number Screening	N/A	**	9.5

\* First request for blocking or unblocking is provided free of charge.  
 \*\* Customer Activity Charges apply as discussed in Section 5.

20.7 Emergency Calling Service

A.	E 9-1-1 Services			10.5, 10.7
	Exchange Switching, per exchange	\$25.00	\$500.00	
	Optional Features:			
	Call Box (CB)	\$30.00	\$900.00	
B.	Dedicated 911 Trunks			10.5, 10.7
	Trunk Termination, per trunk	\$35.00	\$300.00	
	Trunk first 1/4 mile or fraction:	\$2.50	NA	
	Trunk additional 1/4 mile or fraction:	\$1.00	NA	
C.	E 9-1-1 Service Features			10.5, 10.7
	Number Identification (ANI)	\$20.00	\$900.00	
	Originating Select Call Routing	\$40.00	\$1,500.00	
D.	Data Base Establishment and Update			10.6
	Initial Data Base Information			
	Per exchange	NA	\$1,250.00	
	Per subscriber listing	NA	\$1.25	
	Update Information			
	Per subscriber listing	NA	\$1.50	
E.	Reserved For Future Use			

**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.7 Emergency Calling Service (Cont'd)

	<u>Monthly Service Amount</u>	<u>Non- Recurring Charges</u>	<u>Tariff Section Reference</u>
F. Special Service Arrangements	*	*	

\* See Section 10.8 for discussion of charges

20.8 Supplemental Charges

	<u>Monthly Service Amount</u>	<u>Per Item Amount</u>	<u>Tariff Section Reference</u>	
Supplemental Charge to Certain Intrastate Rates, per access line	NA	\$0.00	13.1	(R)

**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.9 Reserved for Future Use

<u>Monthly</u> <u>Service</u> <u>Amount</u>	<u>Non-</u> <u>Recurring</u> <u>Charges</u>	<u>Tariff</u> <u>Section</u> <u>Reference</u>
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**RATES AND CHARGES**

20. Rates and Charges (Cont'd)

20.10 Reserved for Future Use

<u>Monthly</u> <u>Service</u> <u>Amount</u>	<u>Non-</u> <u>Recurring</u> <u>Charges</u>	<u>Tariff</u> <u>Section</u> <u>Reference</u>
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