

GENERAL EXCHANGE TARIFF AND PRICE LIST
FOR
TELEPHONE SERVICE

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

Explanation of Symbols:

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

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

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GENERAL REGULATIONS

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GENERAL REGULATIONS

1. GENERAL

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

2. UNDERTAKING OF THE COMPANY

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

3. LIABILITY OF THE COMPANY

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

GENERAL REGULATIONS

3. LIABILITY OF THE COMPANY (Continued)

B. (Continued)

3. Any accident, injury, or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
4. Claims for libel, slander, or infringement of copyright arising directly or indirectly from the material transmitted or recorded over its facilities; claims or infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus, systems and their associated wiring of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
5. Liability for failure to provide service.

- C. The customer indemnifies and saves the Company harmless against any accident, injury or death caused through the use of telephone apparatus which fail to meet the dielectric requirements as established by the Company when such apparatus is provided by the customer. The Company has the right of refusing to, or ceasing to, render telephone service to a customer if at any time any of the telephones, appliances, lines or apparatus on the customer's premises shall be considered unsafe by Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.

D. Customer Owned Equipment:

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

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

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

GENERAL REGULATIONS

3. LIABILITY OF THE COMPANY (Continued)

E. Emergency Services:

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

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

F. Public Safety and Subscriber Protection:

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

USE OF THE TELEPHONE NEAR WATER

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

USE OF THE TELEPHONE DURING AN ELECTRICAL STORM

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

GENERAL REGULATIONS

3. LIABILITY OF THE COMPANY (Continued)

F. Public Safety and Subscriber Protection (Continued):

USE OF THE TELEPHONE TO REPORT A GAS LEAK

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

G. Directories

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

4. USE OF SERVICE

A. General

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

B. Unlawful Use of Service

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

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

GENERAL REGULATIONS

4. USE OF SERVICE (Continued)

C. Obscenity

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

D. Impersonation

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

E. Harassment

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

F. Fraudulent Use

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

G. Interference With or Impairment of Service

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

H. Subscribing to Adequate Service

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

I. Location of Service

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

GENERAL REGULATIONS

5. APPLICATIONS FOR SERVICE

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

6. MINIMUM CONTRACT PERIODS

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

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

- A. Where the applicant cancels an order for service prior to the start of installation or special construction of facilities, no charge applies.
- B. Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charges applies:
 - 1) The total costs (including overheads) in connection with providing and removing such facilities.
 - 2) The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this Tariff plus the full amount of any installation and termination charges applicable.

GENERAL REGULATIONS

7. CANCELLATION OF APPLICATION FOR SERVICE PRIOR TO ESTABLISHMENT OF SERVICE (Continued)

- C. Where special construction of facilities has been started prior to cancellation, and there is another requirement for the specially constructed facilities in place, no charge applies.
- D. Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overhead) applies. Where one or more, but not all, of the service involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the discontinued service applies.
- E. Installation or special construction of facilities for a customer starts when the Company incurs any expense in connection therewith which would not otherwise have been incurred and the customer has advised the Company to proceed with the installation or special construction.

8. ADVANCE PAYMENTS

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

GENERAL REGULATIONS

9. CREDIT POLICY

A. Deposit and Guarantee Requirements

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

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

B. Deposit

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

GENERAL REGULATIONS

9. CREDIT POLICY (Continued)

B. Deposit (Continued)

Interest shall be paid on deposits in excess of \$20 at the rate of six percent per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

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

C. Guarantee of Payment

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

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

10. CUSTOMER BILLING

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

11. PAYMENT FOR SERVICE

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

GENERAL REGULATIONS

11. PAYMENT FOR SERVICE (Continued)

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

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

- E. Customer Complaints and/or Billing Disputes

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

123 W. 7th Street
Blue Earth, MN 56013
(507) 526-3252

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

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

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

12. FAILURE TO PAY FOR SERVICE

- A. Regular Monthly Bills

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

- B. Special Bills

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

GENERAL REGULATIONS

12. FAILURE TO PAY FOR SERVICE (Continued)

C. Late Payment Charge

- 1) A late payment charge of \$5.00 applies to all billed balances which are not paid by the due date shown on the bill unless the balance is less than \$20.00.
- 2) The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill may be subject to the late payment charge.
- 3) Collection procedures, temporary disconnection of service, advance payments and the requirements for deposit are unaffected by the application of a late payment charge.
- 4) The late payment charge does not apply to the following:
Bills rendered more than ten (10) days after bill date.

13. RESTORAL OF SERVICE

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

14. TELEPHONE NUMBERS

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

15. DIRECTORIES

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

GENERAL REGULATIONS

16. OWNERSHIP OF FACILITIES

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

17. ACCESS TO FACILITIES

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

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

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

19. DAMAGE, LOSS OR DESTRUCTION OF COMPANY FACILITIES

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

20. POWER SUPPLY

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

21. INTERRUPTIONS TO SERVICE

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

GENERAL REGULATIONS

21. INTERRUPTIONS TO SERVICE (Continued)

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

22. IDENTIFICATION OF PARTIES TO COMMUNICATIONS

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

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

23. LIMITING OF COMMUNICATIONS

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

24. TERMINATION OF SERVICE

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

GENERAL REGULATIONS

24. TERMINATION OF SERVICE (Continued)

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

25. DISCONNECTION OF SERVICE

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

GENERAL REGULATIONS

26. REFUSAL OF SERVICE

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

27. APPLICATION OF RATES AND CHARGES

A. General

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

B. Business Use

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

GENERAL REGULATIONS

27. APPLICATION OF RATES AND CHARGES (Continued)

C. Residence Use

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

GENERAL REGULATIONS

27. APPLICATION OF RATES AND CHARGES (Continued)

C. Residence Use (Continued)

2) (Continued)

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

3) Service to Churches - see D. below.

D. Service to Churches

1) Business rates apply for service in churches when:

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

2) Residence rates apply when:

- a) A telephone is located in the clergyman's residence.
- b) The telephone is located in the church hall or kitchen and its use is for social or domestic purposes.
- c) The telephone is located in the clergyman's residence and an extension is located in the church where residence rates would apply.

GENERAL REGULATIONS

27. APPLICATION OF RATES AND CHARGES (Continued)

D. Service to Churches (Continued)

2) (Continued)

- d) When conditions in a), b), or c) preceding are met, the residence telephone may be listed in the alphabetical section of the directory in the name of the church of Pastor. An additional alphabetical listing which lists either the name of the Pastor or the church may be provided at the rates shown under Directory Listings in the General Services Section of this Tariff. Residence rate treatment does not entitle the church to a listing in the classified section of the telephone directory without additional charge.

E. Service to Schools and Public Libraries

1) Definitions:

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

2) Basic Service to School Classrooms

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

GENERAL REGULATIONS

27. APPLICATION OF RATES AND CHARGES (Continued)

E. Service to Schools and Public Libraries (Continued)

3) Basic and Advanced Services to Schools and Public Libraries

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

4) Limitations on Resale

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

28. SPECIAL CONSTRUCTION

A. Property

- 1) An average amount of entrance and distribution facilities may be furnished by the Company, provided the facilities are of the standard type normally furnished for the particular location or kind of service.
- 2) If additional entrance or distribution facilities are required; if the conditions are such as to require special equipment, maintenance or methods of construction; if the stability of the customer has not been established; if the installation is for a temporary or semi-permanent purpose or if for any other reason the construction costs are excessive as compared with the revenue to be derived, the applicant shall be required to pay the costs over and above those applicable for a normal installation.

GENERAL REGULATIONS

28. SPECIAL CONSTRUCTION (Continued)

A. Property (Continued)

- 3) The customer will provide the Company without charge written permission for the placing of the Company's facilities on the property.

B. Underground

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

C. Interim Excess Construction Charges for Advance Rural Regraded Service

- 1) Regrading of a customer's service on an individual basis in advance of the scheduled regrade for an exchange may be accomplished as set forth herein.
- 2) Charges for advance rural regraded service are intended to cover a portion of the costs for providing upgraded service and are in addition to the monthly rates for the class and grade of service provided, including mileage outside of the Base Rate Area when applicable.
- 3) All construction will be of a type, determined by the Company, as would normally be provided in the area where additional facilities are requested.
- 4) Customers who may be provided service on the same upgraded facility may be grouped for the application of these charges insofar as the apportionment does not increase the charges applicable to provide service to a single customer alone.
 - a) Charges for a group are those in excess of the individual allowance in which is applicable in each instance of advance regraded service. The total amount in excess of the total allowance for a group will be apportioned to each upgraded customer in equal amounts.

GENERAL REGULATIONS

28. SPECIAL CONSTRUCTION (Continued)

C. Interim Excess Construction Charges for Advance Rural Regraded Service (Continued)

5) Rates:

Installations up to 150 ft.	6 mos. advance rental
Installations from 150 ft. to 660 ft.	12 mos. advance rental
Installations from 660 ft. to 1,320 ft.	24 mos. advance rental
Installations from 1,320 ft. to 2,460 ft.	36 mos. advance rental
Installations from 2,460 ft. to 3,960 ft.	48 mos. advance rental
Installations from 3,960 ft. to 5,280 ft.	60 mos. advance rental
Installations from 5,280 ft. to 6,600 ft.	72 mos. advance rental

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

29. SPECIAL ASSEMBLIES OF EQUIPMENT OR SPECULATIVE PROJECTS

A. Special Assemblies of Equipment or Speculative Projects, for which provision is not otherwise made in this Tariff or those involving unusual costs, may be provided where practicable, if not detrimental to any of the services furnished by the Company.

1) The charge for such facilities may be in the form of an installation charge, a monthly charge, a termination charge or any combination thereof, and will include, but not limited to, when applicable, one or more of the following estimated expense items associated with the special equipment or service provided:

- a) Maintenance expense
- b) Depreciation expense - including reusable and nonrecoverable items
- c) Administration expense
- d) Taxes - including Federal Income Tax
- e) Any other specific items of expense that may be associated with the facility provided
- f) A reasonable return on investment

2) The estimated installation cost used in the derivation of the various expense items shall include but not limited to, the following:

- a) Material
- b) Material overhead
- c) Installation labor
- d) Installation labor overhead

GENERAL REGULATIONS

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

- B. In connection with Marketing and Sales studies or programs, the Company reserves the right to waive Service Charges within specified areas for such periods of time as designated by the Company and filed with the Commission.

30. ADJUSTMENTS FOR MUNICIPALITY PAYMENTS

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

31. CUSTOMER PREMISES INSIDE WIRING

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

GENERAL REGULATIONS

31. CUSTOMER PREMISES INSIDE WIRING (Continued)

G. Responsibility of the Customer (Continued)

- 2) The customer assumes the risk of loss of service, damage to property or death to or injury of the customer or anyone acting on behalf of the customer.

H. Violation of Regulations

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

32. PROVISION OF EQUIPMENT

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

GENERAL REGULATIONS

32. PROVISION OF EQUIPMENT (Continued)

C. (Continued)

- 4) Impair the operation of the communication system;
- 5) Otherwise injure the public in its use of the Company's services.

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

E. Responsibility of the Customer

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

F. Responsibility of the Company

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

CHANNEL - A path suitable for the transmission of communications.

CIRCUIT - See Channel.

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

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

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

DEFINITIONS

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

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

CONNECTION CHARGE - See "Service Connection Charge".

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

EXCHANGE AREA - The territory served by an exchange.

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

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

EXCHANGE STATION - A station connected with a central office.

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

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

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

EXTRA LISTING - See Additional Listing.

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

DEFINITIONS

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

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

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

GRADE OF SERVICE - The term used in describing exchange service with respect to the number of main telephones which may be connected to a central office line.

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

SUBSCRIBER - See Customer.

SWITCH - See Central Office.

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

TELEPHONE COMPANY - See Company.

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

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

LOCAL EXCHANGE SERVICE

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

Local Exchange Service

- A. The Local Exchange Service Rates in this section are for service only and do not include any terminal equipment beyond the point of demarcation.
- B. The rates applicable to Local Exchange Service are composed of a Line Access Rate component plus (where applicable) an Extended Area Service component.
- C. Service Upgrades
 - 1) At the option of the Company, services will be upgraded to business individual line and residence individual line or two party services as facilities for the provision of such services permit.
 - 2) Upgrading of business and residence services may be accomplished on a line by line basis at the option of the Company.
 - 3) As an exchange is upgraded, as set forth in 1) above, the rates shown on the appropriate rate schedule will be applied.
- D. Extended Area Service
 - 1) Establishment and discontinuance of EAS will be contingent upon Commission authorization.
 - 2) Extended Area Service rate component.
 - a) EAS is a premium-type service offering made by the Company to certain exchanges, under specific conditions.
 - b) The Extended Area Service rate component, where applicable, is included in the Local Exchange Service Rate.
- E. BEVCOMM Business Complete
 - 1) Includes Basic Local Exchange Service Access including EAS, Busy Redial, Caller ID-Name, Call Return, Call Transfer All Call, Speed Call 10 Individual List and Three-Way Calling.
 - 2) Optional Custom Calling and CLASS features are available at their separate tarified rates.
- F. Taxes
 - 1) Applicable taxes levied by state, county and local taxing authorities are in addition to the rates set forth in this tariff. (See also General Regulations, Section 2).

LOCAL EXCHANGE SERVICE

Rates

(D)

RESERVED FOR FUTURE USE

LOCAL EXCHANGE SERVICE

Rates

(D)

RESERVED FOR FUTURE USE

LOCAL EXCHANGE SERVICE

Rates

(D)

RESERVED FOR FUTURE USE

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LOCAL EXCHANGE SERVICE

Rates

RESERVED FOR FUTURE USE

(D)

LOCAL EXCHANGE SERVICE

Extended Area Service (EAS)

(D)

GENERAL SERVICES

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GENERAL SERVICES

(Reserved for Future Use)

GENERAL SERVICES

CALL TRACING

A. General

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

B. Definitions

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

C. Terms and Conditions

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

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

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

GENERAL SERVICES

CALL TRACING (Continued)

D. Rates

1. Call Tracing Setup -
 - a. During Normal Business Hours See Central Office (1)
Service Charge
 - b. Outside of Business Hours See Central Office (1)
Service Charge
2. Extension of Call Tracing period at request of investigative or law enforcement agency ICB
3. Provision of Call Tracing information to investigative or law enforcement agency ICB

(1) Requires Court Order.

GENERAL SERVICES

CUSTOM CALLING FEATURES

A. General

1. The specific custom calling features available are:

- a. Call Forwarding - allows the customer to transfer calls automatically to a preprogrammed number. Calls forwarded beyond the local (toll free) calling area will be charged to the customer at the direct dial station-to-station rate.

Call Forwarding is one of the following types:

- 1) Call Forwarding Busy – Sends incoming calls to another telephone number when the customer's telephone is busy.
 - 2) Call Forwarding Direct – Sends incoming calls to another telephone number when the Customer's telephone is busy or there is no answer after a predetermined number of rings.
 - 3) Call Forwarding No answer – Sends incoming calls to another telephone number when there is no answer after a predetermined number of rings.
 - 4) Call Forwarding Variable – Sends all incoming calls to another telephone number, which is changeable by the customer.
 - 5) Fixed Call Forwarding – Sends all incoming calls to a predetermined telephone number, which is changeable by the Company at the customer's request.
- b. Three Way Calling - allows the customer to call a third party and initiate a conference call.
- c. Speed Calling - allows a customer to place a call dialing a one or two digit number. This feature is available on the basis of a list which comprises 8 or 30 numbers.
- d. Call Waiting - allows a customer with Call Waiting to inhibit the application of call waiting tone for the duration of one call. The customer dials the cancel call waiting code, obtains recall dial tone, and places a call normally. During this call, anyone calling the Call Waiting customer will receive the normal busy treatment.
- e. Multiple Simultaneous Call Forwarding - permits a customer to transfer can currently multiple calls to another dialable telephone number. The maximum limit is five multiple simultaneous calls. The customer must also subscribe to call forwarding.
- f. Telemarketing Control – Enables a customer to transfer answered, but unwanted, telemarketing calls to an announcement that requests the caller to place the customer's name and telephone number on a "Do Not Call" list.

GENERAL SERVICES

CUSTOM CALLING FEATURES (Continued)

B. Rates

	Monthly Rate Per Line	
	Residence	Business
1. Single Feature Service		
a. Call Forwarding	\$ 2.50	\$ 3.50
b. Three-Way Calling	2.50	3.50
c. Speed Calling - 8 Number List	2.50	3.30
- 30 Number List	6.95	10.80
d. Call Waiting	3.00	4.00
e. Multiple Simultaneous Call Forwarding (Requires Call Forwarding)	8.80	8.80
f. Telemarketing Control	3.00	3.00

C. Packaged Services

	Monthly Rate	
	Residence	Business
1. Call Waiting, Call Forwarding, Three-Way Calling and Speed Calling (8 Code)	\$ 5.35	\$ 8.30
2. Call Waiting, Call Forwarding, Three-Way Calling and Speed Calling (30 Code)	5.40	9.25
3. Speed Calling (8 Code) and any two individual features	4.25	6.50
4. Speed Calling (30 Code) and any two individual features	8.00	12.50
5. Any three individual features	3.85	6.80
6. Any two individual features	2.75	5.00

D. Service Packages

1. The BEVCOMM Bonus 1	15.95	15.95	(N)
Caller ID - Name and Number Call Forwarding Direct Call Forwarding Variable Call Waiting Busy Redial Call Return Message Waiting Indication Speed Calling 8 Three-Way Calling			

GENERAL SERVICES

CUSTOM CALLING FEATURES (Continued)

	Monthly Rate		
	<u>Residence</u>	<u>Business</u>	
D. Service Packages (Continued)			
2. BEVCOMM Bonus 2	\$ 15.50	N/A	(N)
<ul style="list-style-type: none"> Call Forwarding Variable Call Waiting Busy Redial Call Return Speed Calling 8 Three Way Calling 			
3. BEVCOMM Popular Pack 1	9.95	N/A	(N)
<ul style="list-style-type: none"> Caller ID Name and any two of the following: <ul style="list-style-type: none"> Call Forwarding Direct Call Waiting Busy Redial Call Return Speed Calling 8 Three Way Calling 			
4. BEVCOMM Popular Pack 2	9.95	12.95	(N)
<ul style="list-style-type: none"> Caller ID – Name and Number Message Waiting Indication Any two Calling Features 			
5. BEVCOMM Bonanza	17.95	17.95	(N)
<ul style="list-style-type: none"> Call Forward Busy Call Forward Direct Call Forward No Answer Call Forward Variable Call Waiting Selective Ringing Service Speed Calling 8 Speed Calling 30 Telemarketing Control Three Way Calling Caller ID Name Busy Redial Call Return Priority Call Selective Call Acceptance Selective Call Forwarding Selective Call Rejection Message Waiting Indication 			

GENERAL SERVICES

CUSTOM CALLING FEATURES (Continued)

E. Conditions

1. The initial service period for all features is one month.
2. Rates above are in addition to regular local service rates.
3. Transmission on calls forwarded and three-way calling may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.
4. A service package is offered to only customers who are served from a central office in which all services in the package are offered.
5. The customer must subscribe to all services in the package.

GENERAL SERVICES

CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS)

I. GENERAL

- A. Custom Local Area Signaling Services (CLASS) is a group of central office call management features offered in addition to basic telephone service. These enhanced custom calling features which are described below, allow customers to effectively manage call flow. This service is available for local calling and with long distance calls where the long distance company has provided calling party information using SS7.
- B. The available features are described below. Marketing and promotional literature could contain less technical terms to describe the same features to the general public.

II. FEATURE DESCRIPTIONS

- A. Annoyance Call Trace - All customers automatically receive Annoyance Call Trace. This feature gives you the ability to trace unwelcome or threatening calls made to your number. When you receive this type of call, hang up on the caller, wait for two seconds, pick up the receiver and you will hear the dial tone. Proceed to enter *57 if you have a touch-tone telephone or dial 1157 from a rotary telephone. After a few rings you will hear a recording stating that your trace has been successfully completed. Only the last incoming number can be traced. Information on traced calls will only be released in accordance with Company and law enforcement procedures. We will remove Annoyance Call Trace from a customers line at no charge upon written request if there is a history of unauthorized usage.
 - 1. If a trace is successful, the Telephone Company's equipment will record the incoming call detail (not the conversation). The Company is not liable for damages if a trace attempt is not successful.
 - 2. The customer will not have access to the traced number, but this information will be available to law enforcement officials. After a successful trace you (the customer) should contact the appropriate law enforcement agency. 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.
 - 3. The customer make or receive another call or a call waiting indication prior to activating the trace, the trace will not record the correct number.
 - 4. When you initiate a trace, your telephone number is printed in a secure location along with the telephone number of the last received calling telephone number whether or not either number is unlisted or unpublished. Therefore, you, the tracing party, waive the right to privacy of your telephone number in this instance.

GENERAL SERVICES

CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

II. FEATURE DESCRIPTIONS (Continued)

- B. Call Waiting Caller ID - provides notification to the subscriber while a conversation is in process that there is another call awaiting the subscriber including the number/name and number of the calling party waiting. Requires Caller ID (sold separately) or Caller ID with Name (sold separately) and customer provided equipment capable of recognizing CLASS functions including Call Waiting Caller ID.

- C. Continuous Redial - When you try to call someone and receive a busy signal, you can use Continuous Redial to keep recalling the last number you dialed for up to thirty minutes or until the person's line is no longer busy and your call is connected. Upon reaching a busy signal press the switch-hook on the telephone, listen for the dial tone and then enter *66 from a touch-tone telephone or dial 1166 from a rotary telephone and hang up the receiver. Continuous Redial will monitor your line and the line of the person being called and as soon as both lines are free you will receive a distinctive ring. As soon as you pick up the receiver after hearing the distinctive ring your call will be completed. However, if the call is not completed within approximately one half hour then Continuous Redial will expire and you will need to repeat the process. You can turn off Continuous Redial during the first half hour by picking up your receiver and entering *86 from a touch-tone telephone or by dialing 1186 from a rotary telephone. Once this is done your Continuous Redial function is cleared and ready for use again. To use per call blocking on a call placed using Continuous Redial, you must activate the per call blocking prior to activating the Continuous Redial feature.

- D. Last Call Return - this feature will automatically place a call back to the person who last dialed your number. For example, if you have an incoming call and cannot answer the call before the party at the other end hangs up you can use Last Call Return to call the person who just called you. However, if the last person to call you used call blocking to keep their number private then Last Call Return will not be able to call the person back. To use Last Call Return pick up the receiver of your telephone and enter *69 from a touch-tone telephone or dial 1169 from a rotary telephone. Hang up the telephone and wait for a distinctive ring. Last Call Return will monitor your line and the line of the person being called and as soon as both lines are free you will receive a distinctive ring. As soon as you pick up the receiver after hearing the distinctive ring your call will be completed. However, if your call is not completed within approximately one half hour Last Call Return will expire and the process will need to be repeated if desired.

GENERAL SERVICES

CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

II. FEATURE DESCRIPTIONS (Continued)

- D. Last Call Return (Continued) - To cancel Last Call Return prior to its own expiration pick up the receiver of your telephone and enter *89 from a touch-tone telephone or dial 1189 from a rotary telephone and Last Call Return is canceled and ready to use again- To use per call blocking on a call placed using Last Call Return, you must activate the per call blocking prior to activating the Last Call Return feature.
- E. Selective Call Acceptance- Selective call acceptance is a feature that allows you to accept incoming calls only from certain telephone numbers. You can create a list of up to 15 telephone numbers of people from which you would like to receive calls. You can create or change your list at any time. To initially set up your list or to change your list enter *64 from a touch-tone telephone or dial 1164 from a rotary telephone. A recording will prompt you through the needed steps. Calls received from telephone numbers which cannot be identified or that are not on the list will be greeted with an announcement denying them access to your line.
- F. Selective Call Forwarding - If you are away from your telephone and are expecting an important call, selective call forwarding may be an option for you. This feature allows you to have calls made from pre-selected telephone numbers forwarded to the telephone number of the location where you will be. You can create a list of up to 15 telephone numbers of people whose calls you would like forwarded. You can create or change your list at any time. To initially set up your list or to change your list enter *63 from a touch-tone telephone or dial 1163 from a rotary telephone. A recording will prompt you through the needed steps. Calls from telephone numbers which cannot be identified or have not been put on your list will receive the same treatment as if you were at your regular telephone number.
- G. Selective Call Rejection - Selective Call Rejection is a feature that allows you to reject incoming calls from certain telephone numbers. You can create a list of up to 15 telephone numbers of people from which you do not wish to receive calls, Call attempts from a number specified on your list will not be allowed through to your line and will be greeted by an announcement informing them that their call is not presently being taken. You as the customer will receive no indication that the call has taken place. Call attempts made by those who are not on the list will transpire normally. Your list can be altered or changed at any time. To initially create the list or alter it enter *60 from a touch-tone telephone or dial 1160 from a rotary telephone and a recording will prompt you through the necessary steps.

GENERAL SERVICES

CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

II. FEATURE DESCRIPTIONS (Continued)

- H. Selective Distinctive Alert- (Priority Call) allows you to define a list of up to 15 numbers which will have a distinctive ringing pattern or distinctive call waiting tone (if you have call waiting) based on the caller's telephone number. Any incoming call not specified on your list or that cannot be identified will be treated as a normal phone call. To activate your list enter *61 from a touch-tone telephone or dial 1161 from a rotary telephone. A recording will prompt you through all the necessary steps.
- I. Caller ID Number - will enable you to receive the 10-digit telephone number of the calling person, as well as the date and time of the incoming calls. The number is displayed on customer-provided equipment capable of recognizing CLASS functions. You can disable the display of information by dialing *85 from a touch-tone telephone or by dialing 1185 from a rotary telephone. You can reactivate the display of information by dialing *65 from a touch-tone telephone or by dialing 1165 from a rotary telephone. If a person calling you has marked their directory number as private, or if their directory number is not available, the display of the caller's number is modified appropriately. Selective Distinctive Alert and Caller ID Blocking take precedence over Caller ID Number.

Caller ID Number Customers who do not wish to receive blocked calls can activate Anonymous Call Rejection by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While this feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to customers of Caller ID Number where technically feasible.

International calls are generally incompatible with this feature.

- J. Caller ID Name and Number - This is the same feature described in item I above with the addition of allowing the customer to view the name associated with the directory number of the incoming call. The name and number are displayed on customer-provided equipment capable of recognizing CLASS functions.

If the calling party has marked their directory number as private, or their number is unlisted or nonpublished, or their directory number and/or name is unavailable, then the called party's display is modified appropriately.

International calls are generally incompatible with this feature.

GENERAL SERVICES

CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

II. FEATURE DESCRIPTIONS (Continued)

- K. Caller ID Blocking - for outgoing calls, a customer can prevent the delivery of their directory number to the called party. The called party receives a "private" message instead of the calling party's number. Operator and 911 services take priority over Caller ID blocking.

Caller Identification Blocking - Per Call - allows you to control the disclosure of the incoming telephone number to a subscriber of Caller ID on a per call basis. The customer must dial * 67 from a touch-tone telephone or dial 1167 from a rotary telephone to activate per call blocking prior to making a call.

Caller Identification Blocking - Per Line - prevents the number of the blocked line from being displayed to other customers of Caller Number Delivery. Once blocking is established on the customer's line, the "blocked" status can be turned off by the customer on a per call basis by dialing *82 from a touch-tone telephone or 1182 from a rotary telephone before each call.

III. CONDITIONS - GENERAL

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

GENERAL SERVICES

CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

III. CONDITIONS - GENERAL

- E. CLASS features require Signalling System 7 to function. Therefore, the offering of these features are restricted to those central offices properly equipped.
- F. Non-published or non-listed numbers will be revealed unless the customer activates blocking before each call, or subscribes to per line blocking.
- G. These services are only available where technically feasible.
- H. A toll call routed to a recording by a CLASS feature will be treated as an unanswered call,

IV. CONDITIONS - BLOCKING

A. Per Call

- 1. Blocking enables a customer to control the disclosure of telephone numbers to a subscriber of Caller ID. A customer must dial an activation code before each call to block delivery of number information.
- 2. Customers do not have to subscribe to Caller ID to use per call blocking.
- 3. Per Call blocking will be provided at no charge to residential and *business* customers.
- 4. Per call blocking will be provided on any line where it is technically feasible, unless the customer has selected per line blocking.

B. Per Line

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

GENERAL SERVICES

CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

IV. CONDITIONS - BLOCKING (Continued)

B. Per Line (Continued)

3. Residential Per Line Blocking is available at no charge for existing residential customers who choose per line blocking during the 30 days prior to the beginning date for CLASS services or during the first ninety days CLASS services are offered. Per Line Blocking will also be available at no charge for new residential customers during the first ninety days after the customer installs service. A residential customer who chooses to have per line blocking after the ninety day free period will be charged a one-time nonrecurring charge.
4. Business Per line blocking is available at no charge to Law enforcement agencies, shelters for battered persons, and government agencies engaged in under cover operations. Per line blocking is not available to other business customers unless they demonstrate to the Company that inadvertent disclosure of their number will risk harm to themselves, other persons, or property. Customers who disagree with the Company about their need for Per Line Blocking may appeal in writing to the Minnesota Public Utilities Commission.

C. Liability

1. The Company cannot guarantee that Caller ID blocking, per call or per line will be successful. The sole liability of the Company due to errors, omissions, or mistakes, with respect to residential per line blocking, shall be to refund the non-recurring charge for the residential per line blocking after the ninety day free period, if applicable.
2. The Company will not be liable for damages whether consequential, incidental or special.

GENERAL SERVICES

CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

V. RATE SCHEDULE - The rates shown below are per feature, per line equipped. Additional rates and charges are applicable for Service Connection Charges as shown in Section 6, Service Connection Charges of this tariff book.

CLASS Feature	Monthly Rate Unless Noted as Per Use Basis		Non- Recurring Charge
	Residence	Business	
Annoyance Call Trace	\$ 1.00 per successful use basis	\$ 1.00 per successful use basis	No Charge
Last Call Return per Activation	\$.75	\$.75	
Continuous Redial per Activation	\$.75	\$.75	
Caller Identification Blocking:			
Per Call	No Charge	No Charge	No Charge
Per Line	(3)	No Charge	(2)
Caller ID (including Anonymous Call Rejection)	\$ 5.50	\$ 6.50	(1)
Caller ID Name (including Anonymous Call Rejection)	\$ 6.50	\$ 7.50	(1)
Continuous Redial	\$ 3.00	\$ 4.00	(1)
Call Return	\$ 3.00	\$ 3.75	(1)
Screening Features (list of 15 numbers):			
Selective Call Acceptance	\$ 3.50	\$ 4.50	(1)
Selective Call Forwarding	\$ 3.50	\$ 4.50	(1)
Selective Call Rejection	\$ 3.50	\$ 4.50	(1)
Selective Distinctive Alert (Priority Call)	\$ 3.50	\$ 4.50	(1)

- (1) There is only one non-recurring charge per order, For example if a customer orders three class features at the same time they will be charged only one nonrecurring charge. The non-recurring charges will consist of the Service Order Charge and the Central Office Connection Charge, per line, as shown in Section 6, Service Connection Charges, in this tariff book.
- (2) There is no charge for qualifying businesses - see (3) below. A residential customer who chooses to have per line blocking after the ninety day free period will be charged a one-time nonrecurring charge which consists of the Service Order Charge and the Central Office Connection Charge, per line, as shown in Section 6, Service Connection Charges, in this tariff book. There is only one non-recurring charge per order. For example if a customer orders per line blocking and a class feature at the same time will only be charged one non-recurring charge
- (3) Business per line blocking is only available to qualifying businesses. See Section 5, for businesses which qualify for per line blocking. There is no charge for business per line blocking.
- (4) Customers who subscribe to Call Waiting and Caller ID or Caller ID with Name will be automatically changed from Call Waiting to Call Waiting Caller ID. There is no additional charge for this automatic change.

GENERAL SERVICES

CUSTOM LOCAL AREA SIGNALLING SERVICES (CLASS) (Continued)

V. RATE SCHEDULE – (Continued)

- (5) Package discounts will be given as follows when the customer subscribes to more than one class service on a line.

<u>Number of Class Services</u>	<u>Discount</u>
Two	12%
Three or More	16%

GENERAL SERVICES

DIRECT INWARD DIALING SERVICE

General

- A. Direct Inward Dialing (DID) is a service which allows incoming dialed calls from the exchange network to reach a specific PBX station line without the attendant's assistance.
1. The service is furnished subject to the availability of central office facilities, telephone numbers and compatibility of PBX facilities.
 2. Provision of this service includes central office switching equipment necessary for in-dialing from the exchange, and toll network directly to stations associated with switching equipment located on the customer's premises.
 3. The service must be provided on all lines in a trunk group arranged for inward services.
 4. The minimum contract period for the service is five years. In case of discontinuance or reduction of service within the minimum contract period, a termination charge as shown in the rates below, reduced by 1/60 for each full month of service provided, shall be applied.
 5. The rates herein contemplate the use of standard equipment and serving arrangements and are in addition to rates and charges for the service with which it is furnished.
 6. Where applicable, operational characteristics of interface signals between the Company provided connecting arrangements and the customer-provided switching equipment must conform to the rules and regulations the Company considers necessary to maintain proper standards of service.
 7. The Company shall not be responsible to the customer or authorized user or joint user if changes in any of the facilities, operations or procedures of the Telephone Company render any facilities provided by a customer, authorized user or joint user obsolete, or require modification or alternation of such equipment/system or otherwise affect its use or performance.
 8. The providing of directory listings will be in accordance with the regulations of the "directory Listings" Section of this Tariff for PBX trunks. DID number furnished herein are not entitled to free directory listings.
 9. Customer-provided switching systems must provide for the intercepting of assigned but unused station numbers in a manner consistent with Company standards. Intercept Service for any individual DID station number change will not be provided by the Company.
 10. The Company will not modify its equipment from the original manufacturer's specifications in an effort to render it compatible with customer-provided equipment.

GENERAL SERVICES

DIRECT INWARD DIALING SERVICE (Continued)

General (Continued)

11. Customers are prohibited from sharing DID Service as it is provided on a per customer basis only.
 12. Temporary suspension of service does not apply to DID Service.
 13. DID Service is provided only from the central office which serves the geographic area in which the customer is located.
- B. Station message detail recording, in which outward calling is recorded on a per-number basis, is not provided with DIOD trunks. DIOD Service provides outward call billing on a per-trunk basis.
- C. Rates and Charges

The following rates and charges are in addition to applicable service charges to all other rates and charges applicable to associated services.

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
1. Each DIOD Trunk		\$ 140.00
2. Each DIOD Trunk Group*	\$ 1,400.00	\$ 50.00

* A DIOD Trunk Group is each group of 24 DIOD trunks, or fraction thereof, provided to the customer.

GENERAL SERVICES

DIRECTORY ASSISTANCE SERVICE

A. General

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

B. Rates

1. The charge for each direct dialed call to Directory Assistance is \$.60.
2. Requests placed through the operator when normal Directory Assistance service is available (maximum of two requests per call) are subject to the rate for direct dialed calls plus the charge for other operator station-to-station Local Operator Assistance, as specified in this section.
3. Charges for Directory Assistance Service are not applicable to calls placed from pay telephone service, hotels, motels, hospitals or from customers whose physical, visual, mental or reading handicaps prevent them from using the telephone directory. The method of exempting those handicapped customers shall be via the completion of an exemption form and the telephone company's acceptance of that form.

GENERAL SERVICES

DIRECTORY LISTINGS

A. General

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

B. Rates

	<u>Monthly Rate</u>
1. Additional or alternate listings, per listing	\$.75
2. Private service, per listing	2.10
3. Semi-private service, per listing	1.10
4. Foreign exchange or non-subscriber service, per listing (See Condition 4)	1.55

C. Conditions

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

GENERAL SERVICES

DIRECTORY LISTINGS (Continued)

C. Conditions (Continued)

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

GENERAL SERVICES

EMERGENCY CALLING SYSTEM - 911

A. General

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

B. Definition of Terms

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

GENERAL SERVICES

EMERGENCY CALLING SYSTEM - 911 (Continued)

C. Rules and Regulations

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

GENERAL SERVICES

EMERGENCY CALLING SYSTEM - 911 (Continued)

C. Rules and Regulations (Continued)

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

GENERAL SERVICES

EMERGENCY CALLING SYSTEM - 911 (Continued)

C. Rules and Regulations (continued)

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

GENERAL SERVICES

EMERGENCY CALLING SYSTEM - 911 (Continued)

D. Rates and Charges

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

1. Central Office, Trunking, Facilities and Special Features

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

	<u>Non-Recurring Charges</u>	<u>Monthly Rates (Recurring)</u>
Conversion or Modification	ICB	NA
2. 911 Trunks (Outswitching)		
a. Digital Central Office	ICB	\$ 46.81
3. Inter-Exchange Outswitch VG Circuit	(See Section 7, Pages 1 & 2)	
4. 911 Features		
a. Emergency Ringback (Rering)	NA	\$ 3.00
b. Selective Routing	NA	NA
c. Called Party Control	NA	(included in 2)
d. Forced Disconnect	NA	(included in 2)
e. Automatic Number Identification (ANI)	NA	(included in 2)
f. Access Order Charge	ICB	NA
5. Access Line Data Base		
a. Initial Listing Issue	ICB	NA
b. On-Going Updates	NA	\$.09*

ICB - Individual Case Basis

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

GENERAL SERVICES

EMPLOYEES' TELEPHONE SERVICE

A. General

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

B. Rates

1. The charge for Employees' Telephone Service is the full rate for type of service received.
2. No charge will be made for installations, moves, or changes associated with employees' telephone service.
3. No concessions will be made to employees for toll messages.
4. The Company, as its option, may furnish discounted service to employees.

C. Conditions

1. Employees' Telephone Service at their residence is available to employees of the Company having at least 3 months continuous credited service with the Company. This service is not available when the employee resides in a boarding and/or rooming house.
2. One primary listing may be provided in the name of the employee.
3. Services provided to an employee at no charge will be included in wages as additional compensation where required by income tax regulations.

GENERAL SERVICES

INTERNATIONAL AND INTRASTATE TOLL BLOCKING SERVICE

A. General

International and Intrastate Toll Blocking Service provides residence and business customers with the ability to block access from a particular network access line to all international and intrastate telephone numbers.

B. Regulations

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

C. Rate and Charges

1. The International and Intrastate Toll Blocking Service for residence and business network access line customers is provided upon request without a recurring charge.
2. Service Order charges do not apply on first request to add or remove blocking service. If subsequent requests to change blocking status, Service Order charges will apply.

GENERAL SERVICES

MINNESOTA TELEPHONE ASSISTANCE PLAN (TAP)

(C)

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

1. Eligibility Requirements

- a. TAP will be provided for one (1) telephone line per household, at the subscriber's principal place of residence, to those individuals who meet the eligibility requirements.
- b. The applicant has income at or below 135 percent of the Federal Poverty Guidelines or participates in one of the following programs:
 - Medicaid/Medical Assistance
 - Food Support/Food Stamps
 - Supplemental Security Income
 - Federal Public Housing Assistance or Section 8
 - Low Income Home Energy Assistance Program (LIHEAP)
 - National School Lunch Program's Free Lunch Program
 - Temporary Assistance for Needy Families (Minnesota Family Investment Program, or MFIP)

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

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

GENERAL SERVICES

MINNESOTA TELEPHONE ASSISTANCE PLAN (TAP) (Continued)

(C)

2. Eligibility Revocation

If the telephone company discovers that conditions exist that disqualify the recipient of the state TAP credit, the support will be discontinued. The customer will be billed retroactively to whichever is the most recent of the dates state TAP credit commenced or the recipient no longer qualified for the service not to exceed 12 months.

3. Eligibility for the State TAP Credit

- a. The state TAP credit is only available to residential subscribers who meet the eligibility requirements in one above.
- b. The customer must reside in Minnesota or have moved to Minnesota and intend to remain.

4. Application of the State TAP credits

- a. TAP Customers - These customers are eligible for \$2.50 credit per month.

5. Regulations

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

6. Funding

The state TAP credit shall be funded through the state Telephone Assistance Plan Surcharge on residence and business access lines which pay the 911 surcharge.

7. Rates

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

GENERAL SERVICES

(Reserved For Future Use)

GENERAL SERVICES

(D)

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GENERAL SERVICES

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GENERAL SERVICES

LOCAL OPERATOR SERVICE

A. General

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

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

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

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

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

Calls wherein the customer requests the operator to interrupt conversation on a busy line and give a message to the person whose line is being interrupted.
3. Customers who identify themselves as being disabled and unable to dial the call, will not be required to pay local operator service charges for sent paid station-to-station calls from public and semipublic coin telephones.

GENERAL SERVICES

LOCAL OPERATOR SERVICE (Continued)

B. Rates

<u>Operator Service</u>	<u>Minnesota Charge per Call</u>
Credit Card Call	\$.46
Operator Station Call	1.25
Person-to-Person Call	3.02
Busy Line Verify	1.70
Busy Line Interrupt	2.42

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

GENERAL SERVICES

TELECOMMUNICATIONS ACCESS MINNESOTA (TAM)

1. Definition

This tariff provides for a surcharge to establish and administer a program to distribute communications devices to eligible communication-impaired persons and to create and maintain a message relay service.

2. Eligibility for Communications Devices

To be eligible to obtain a communication device a person must be:

- a. at least five years of age;
- b. communication impaired;
- c. a resident of the state;
- d. a resident in a household that has a median income at or below the applicable median household income in the state except a deaf and blind person applying for a telebraille unit may reside in a household that has a median income no more than 150 percent of the applicable median household income in the state; and
- e. a resident in a household that has telephone service or that has made application for service and has been assigned a telephone number.

3. Eligibility for Wiring Installation

If a communication-impaired person does not have telephone service and is subject to economic hardship as determined by the TAM board, the telephone company providing local service shall at the direction of the administrator of the program install necessary outside wiring without charge.

4. Regulations

- a. Service Charges shall not apply to eligible persons to establish this program on existing service.

5. Funding

This program shall be funded through a surcharge on residence and business access lines which pay the 911 surcharge, pursuant to Minn. Rules, part 7817.0300.

6. Rates

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

GENERAL SERVICES

900 BLOCKING SERVICE

A. General

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

B. Regulations

1. 900 Blocking Service is offered only where central office facilities permit.
2. 900 Blocking Service is available only for blocking access to all 1+ 900 telephone numbers from a particular network access line, and not for blocking access to specific 900 telephone numbers.
3. Nonpayment of 900 charges shall not result in the termination or in the threat of termination of local service.

C. Rate and Charges

1. The 900 Blocking Service for residence and business network access line customers is provided upon request without a recurring charge.
2. Service Order charges do not apply on first request to add or remove blocking service. If subsequent requests to change blocking status, Service Order charges will apply.

GENERAL SERVICES

PAYPHONE PROVIDER SERVICE

A. Description

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

B. Definitions

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

C. Rules and Regulations

1. The Payphone Provider Service is classified as business service. It is subject to the terms, rates and conditions applicable to business service as described elsewhere in this Tariff.
2. Applicable message charges are found in Section D.1.a will apply in all exchanges equipped with appropriate central office metering equipment. A fixed rate charge as found in Section D.1, following, will apply in all exchanges not equipped with metering equipment.

GENERAL SERVICES

PAYPHONE PROVIDER SERVICE (Continued)

C. Rules and Regulations (Continued)

3. The maximum of one payphone instrument may be connected to one Basic Coin Transmission Dial Tone Line. Extensions to this line are not permitted. A Payphone Provider must use a separate line for each payphone instrument installed and will be billed the tariffed rate for each line. Off-premise extensions are not permitted.
4. Directory listings may be provided under the regulations which provide for the furnishing of listings for business service.
5. Directories will be provided to the Payphone Provider on the same basis as business access lines.
6. The Company shall not be liable for shortages of coins deposited and/or collected from the Payphone Provider's payphone instrument.
7. The Company shall not be liable for the end-user fraud of any nature occurring at, or in association with, the Payphone Provider's payphone equipment.
8. Responsibility of the Payphone Provider
 - a. The Payphone Provider is responsible for the installation, operation and maintenance of the customer-provided instrument and any associated equipment such as booths, shelves, directories and any other ancillary equipment. The Payphone Provider is responsible for complying with the requirements of the Americans with Disabilities Act. The Payphone Provider is responsible for providing terminal equipment that is hearing aid compatible and meets all standards for handicapped users as required by law, including height restrictions.
 - b. It is the responsibility of the Payphone Provider to insure its terminating equipment is properly equipped if it desires the optional feature, Coin Supervision Additive.
 - c. The Payphone Provider is responsible for the payment of all charges originating, or accepted at this service, incurred through the use of the Basic Coin Transmission Dial Tone Line including local messages, toll messages, and calls to directory assistance. The Payphone Provider is responsible for any federal, state, or local taxes on the customer-provided payphone, or on calls made from that payphone.
 - d. The customer-provided payphone must be registered in compliance with Part 68 of the FCC's Registration program.

GENERAL SERVICES

PAYPHONE PROVIDER SERVICE (Continued)

C. Rules and Regulations (Continued)

8. Responsibility of the Payphone Provider (Continued)

- e. The Payphone Provider is responsible for providing at no charge to the caller and without depositing coins:
 - 1. Access to dial tone,
 - 2. Access to 911 emergency services,
 - 3. Access to operators,
 - 4. Access to 800 numbers,
 - 5. Access to 10XXX numbers, and
 - 6. Access to telecommunications relay service calls for the hearing disabled.
- f. The Payphone Provider is responsible for posting and prominently displaying all information required by the Federal Communications Commission, or the Minnesota Public Utilities Commission.
- g. The Payphone Provider is responsible for compliance with the Rules and Regulations of the Minnesota Public Utilities Commission, or the Federal Communications Commission related to payphone service and equipment.
- h. Disconnection of Payphone Provider service due to a violation of the tariff will be pursuant to the Company's disconnection procedures.

D. Rates and Charges

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

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

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

GENERAL SERVICES

PRIVATE LINE SERVICE

A. General

1. Private Lines

Private lines are two-wire, or equivalent, telephone circuits terminated at customer premises demarcation points, but not connected for use in conjunction with local message or toll service. The demarcation points are located within a single exchange.

2. Use of Private Lines

Private Lines are not provided as an integral part of the facilities associated with a class f service offered by the Company.

B. Rates and Charges

1. Private Lines are offered at the rate shown below subject to the availability of suitable facilities. Where it is necessary to install special equipment such as loading coils, repeaters, special relay circuits, etc. (in order to insure satisfactory working of the line or for protective purposes), an additional initial and/or monthly charge, may be make based upon the cost of the equipment so installed.

	<u>Monthly Rate</u>
Private Line, per Circuit (PVTLN)	\$ 16.50

2. Service connection charges apply as provided for in [Section 6](#) of the Tariff.

GENERAL SERVICES

SCHOOL CLASSROOM SERVICE

A. General

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

B. Rate

Residential One Party rate

C. Conditions

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

GENERAL SERVICES

SWITCHED 56 DIGITAL SERVICE

A. General

Switched 56 Digital Service (SW56) provides the customer with circuit switched digital transmission at the speed of 56 kilobits per second. SW56 allows videoconferencing units, computers and other types of data equipment to communicate by means of a dial connection through the public switched network.

B. Regulations

1. SW56 is offered only in central office areas where adequate facilities are available. Central offices will be equipped for this services based on customer demand and at the discretion of the Company. Service availability may also be subject to certain distance limitations.
2. The customer must provide a compatible digital Channel Service Unit/Data Service Unit.
3. Operator-handled calls cannot be completed through SW56. Access to 911, 411, 611 (repair) is not available with this service.

C. Rates and Charges

The following rates and charges are in addition to applicable service charges and in addition to the rates and charges for other associated services.

	<u>Monthly Rate</u>
1. SW56, per line* (SW56)	\$ 12.00

*In addition to the one-party rate for Basic Local Exchange Service as specified in Section 4 of the tariff.

GENERAL SERVICES

SWITCHED DS1 SERVICE

A. General

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

B. Definitions and Application of Services

1. SWDS 1 Facility and Common Equipment

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

2. Basic Trunks

a. In-Only Trunk

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

b. Out-Only Trunk

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

c. Two-Way Trunk

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

3. Advanced Trunks

a. In-Only Trunk with DID

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

GENERAL SERVICES

SWITCHED DS1 SERVICE (Continued)

B. Definitions and Application of Services (Continued)

b. Out-Only Trunk with Answer Supervision

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

c. Two-Way Trunk with DID and Answer Supervision

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

C. Terms and Conditions

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

GENERAL SERVICES

SWITCHED DS1 SERVICE (Continued)

C. Terms and Conditions (Continued)

d. Nonrecurring change charges apply as follows:

	<u>Nonrecurring Charge</u>
Trunk Change Charges	
- Miscellaneous changes within the categories of basic or advanced.	\$ (D.#)
- Change from basic trunks to advanced trunks or vice versa.	(D.#)
- Add, change to or from, or rearrange hunting arrangement within a trunk group.	(D.#)

7. Night, Sunday and Holiday Service

a. General

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

b. Conditions.

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

c. Rates

Monthly charge including directory	\$ (D.#)
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Effective 10-1-14 this service will no longer be available

(C)

GENERAL SERVICES

SWITCHED DS1 SERVICE (Continued)

C. Terms and Conditions (Continued)

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

a. SWDS 1 will be provided at the following rates and charges:

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
1. Stand alone SWDS 1 facility and common equipment, per 24 channel facility.		
-All basic trunks, advanced trunks or Combination up basic and advance trunks.	\$	(D.#)\$ (D.#)
2. Basic trunks each		
-In-only trunk (1)		(D.#) (D.#)
-Out-only trunk		(D.#) (D.#)
-Two-way trunk (1)		(D.#) (D.#)
3. Advanced trunks each		
-In-only trunk with DID (2)		(D.#) (D.#)
-Out-only trunk with Outward Dialing		(D.#) (D.#)
-Two-way trunk with DID (2)		(D.#) (D.#)

(1) Rotary Hunt Service is available at the rates and charges specified in Section 5 of the Tariff.

(2) Direct Inward Dialing Service rates and charges also apply, as specified in Section 5 of the Tariff.

Effective 10-1-14 this service will no longer be available

(C)

GENERAL SERVICES

SWITCHED DS1 SERVICE (Continued)

C. Terms and Conditions (Continued)

11. Rate Stability Plan

- a. The Rate Stability Plan is an optional arrangement whereby subscribers who agree to continue to subscribe to SWDS 1 for a designated period of time are guaranteed against Company-initiated changes in monthly rates for service during the designated period.
- b. Regular nonrecurring charges apply.
- c. Rates and charges, preceding, apply to all SWDS 1 trunks and are not part of the Rate Stability Plan.
- d. Any addition of SWDS 1 facilities and common equipment to existing equipment with a Rate Stability Plan is permitted with charges as specified in preceding or a separate Rate Stability Plan.
- e. Any reduction of SWDS 1 facilities and common equipment furnished under the Rate Stability Plan, will not reduce the Rate Stability Plan payments for the duration of the term unless otherwise specified.
- f. Termination charges may apply if a Rate Stability Plan contract is terminated in whole or in part by the subscriber or is terminated for cause by the Company prior to expiration of the agreed-upon payment period.
- g. Stabilized Monthly Rates

SWDS 1 facility and common equipment, per 24 channel facility.

	<u>Monthly Rate</u>
-Three-Year Plan	
All basic trunks or a combination of basic and advanced trunks.	\$ (D,#)
-Five-Year Plan	
All basic trunks or a combination of basic and advanced trunks.	\$ (D,#)

Effective 10-1-14 this service will no longer be available (C)

GENERAL SERVICES

WELCOME PACKAGE

A. General

Customers who request initial connection of Basic Local Exchange Service, and other customers, upon their first request, shall be offered for a 30-day free trial period their choice of up to a total of three features selected from among the following services, subject to availability in the serving central offices: [Custom Calling Services](#), as specified in Section 5 of the Tariff.

B. Regulations

1. Service charges apply as specified in [Section 6](#).
2. The monthly rates, as specified in [Section 4](#) of the Tariff for the selected features will not apply during the trial period.
3. If the customer expressly elects to retain any or all of the features at the end of the trial period, the applicable monthly rates will become effective at the conclusion of the trial period. Features not so retained shall be removed at the end of the trial period.

GENERAL EXCHANGE PRICE LIST

DIGITAL SUBSCRIBER LINE (DSL) ACCESS SERVICE

A. General

DSL Access Services provide transmission services over local exchange service copper facilities that can be used for simultaneous voice and data communications. Service is provided, where available, between customer designated premises and designated Telephone Company Central Office. DSL uses proprietary equipment to provide high-speed (up to 512 kbps) digital access. The equipment consists of Digital Subscriber Line Access Multiplexer (DSLAM) located in the Central Office and the corresponding remote “modem” unit located at the customer premises.

B. Rates

DSL Pricing

Installation will be from the CO to the adapter/modem.

If the customer requires an adapter that includes a router, hub, firewall, or other devices, or software they may purchase it from any third party PC provider.

If the customer requires any special inside wiring they may contract with BEVCOMM, Inc. d/b/a BEVCOMM or any third party provider for that special wiring.

<u>DSL Pricing (does not include Telco provided modem)</u>		<u>Install (from CO to Adapter/Modem)</u>	
<u>Speed</u>	Residential Line Monthly	<u>Residential Line Nonrecurring</u>	
ADSL	\$ 32.95	\$ 95.00	(I)(T)
<u>Speed</u>	Business Line Monthly	<u>Business Line Nonrecurring</u>	
ADSL	\$ 32.95	\$ 95.00	(I)(T)

Monthly charges are for the circuit and central office termination. Monthly charges do not include Network Interface Card (NIC), associated hardware or software.

Nonrecurring charges are for the service order and customer premises visit. They do not include any customer premises wiring charges beyond the adapter/modem.

GENERAL EXCHANGE PRICE LIST

DIGITAL SUBSCRIBER LINE (DSL) ACCESS SERVICE (Continued)

C. Conditions

1. The initial service period is one month.
2. Specified data access rates are the peak download rates available on the local loop segment of the facility. The Company cannot guarantee effective throughput beyond the DSL circuit, for example, at an Internet Service Provider's (ISP's) server or at a Local Area Network (LAN) server.
3. The availability of the DSL Access Service is subject to facilities limitations, including loop length and other network characteristics.
4. Provision of DSL Access Service may be withdrawn on 30 days notice.
5. The Company will automatically disconnect DSL Access Service when the associated local exchange line is disconnected for any reason.

GENERAL EXCHANGE PRICE LIST

DIGITAL SUBSCRIBER LINE (DSL) ACCESS SERVICE DATA ONLY

A. General

DSL Access Service Data Only provides transmission services over local exchange copper facilities that can only be used for data communications. Service is provided, where available, between customer designated premises and designated Telephone Company Central Office. DSL uses proprietary equipment to provide high-speed (up to 512 kbps) digital access. The equipment consists of a Digital Subscriber Line Access Multiplexer (DSLAM) located in the Central Office and the corresponding remote “modem” unit located at the customer premises.

B. Rates

DSL Data Only Pricing

Installation will be from the CO to the adapter/modem.

If the customer requires an adapter that includes a router, hub, firewall, or other devices, or software they may purchase it from any third party PC provider.

If the customer requires any special inside wiring they may contract with BEVCOMM, Inc. d/b/a BEVCOMM or any third party provider for that special wiring.

<u>DSL Pricing (does not include Telco provided modem)</u>		<u>Install (from CO to Adapter/Modem)</u>	
<u>Speed</u>	Residential Line Monthly	<u>Residential Line Nonrecurring</u>	
ADSL	\$ 57.95	\$ 251.00	(I)(T)
<u>Speed</u>	Business Line Monthly	<u>Business Line Nonrecurring</u>	
ADSL	\$ 57.95	\$ 251.00	(I)(T)

Monthly charges are for the circuit and central office termination. Monthly charges do not include Network Interface Card (NIC), associated hardware or software.

Non-recurring charges are for the service order and customer premises visit. They do not include any customer premises wiring charges beyond the adapter/modem.

GENERAL EXCHANGE PRICE LIST

DIGITAL SUBSCRIBER LINE (DSL) ACCESS SERVICE DATA ONLY (Continued)

(N)

C. Conditions

1. The initial service period is one month.
2. Specified data access rates are the peak download rates available on the local loop segment of the facility. The Company cannot guarantee effective throughput beyond the DSL circuit, for example, at an Internet Service Provider's (ISP's) server or at a Local Area Network (LAN) server.
3. The availability of the DSL Access Service is subject to facilities limitations, including loop length and other network characteristics.
4. Provision of DSL Access Service may be withdrawn on 30 days notice.

GENERAL EXCHANGE PRICE LIST

DIGITAL SUBSCRIBER LINE (DSL) ACCESS SERVICE CONNECTION CHARGE

(N)

A. General

DSL Access Service Connection provides a point of interconnection for Internet Service Providers (ISP's) to connect to Digital Subscriber Line access service customers. The point of interconnection is within the Telco Central Office.

B. Rates

DSL Access Service Connection Charge

Installation will be from the Digital Subscriber Line Access Multiplexer (DSLAM) in the CO to the ISP's point of termination within the CO.

DSL Pricing

<u>Speed</u>	<u>Monthly</u>	<u>Non-recurring</u>
All	\$ 175.00	\$ 165.00

C. Conditions

1. The initial service period is one month.
2. Specified data access rates are the peak download rates available on the local loop segment of the facility. The Company cannot guarantee effective throughput beyond the DSL circuit, for example, at an Internet Service Provider's (ISP's) server or at a Local Area Network (LAN) server.
3. The availability of the DSL Access Service is subject to facilities limitations, including loop length and other network characteristics.
4. Provision of DSL Access Service may be withdrawn on 30 days notice.

GENERAL EXCHANGE PRICE LIST

DIGITAL SUBSCRIBER LINE (DSL) ACCESS SERVICE - TERM PLANS

(N)

The telecommunications services offered under the DSL Access Services - Term Plans are provided at discount rates to the customer under the conditions listed below.

- A. The customer purchases DSL Access Service for the purpose of combining these telecommunications services with its own information service(s) to create a new retail service for sale to its end user customer(s).
- B. In addition to the obligations specified in DSL Access Service, preceding, the customer assumes the following obligations.
 - 1. The customer will deal directly with its end user customers with respect to all matter pertaining to the service provided, including marketing, sales, ordering, installation, maintenance, trouble reporting, repair, billing and collections. The customer will not direct its end users to contact the Telephone Company (Company) for any aspect of the service the customer provides.
 - 2. The customer will submit orders for DSL Access Service to the Company in a format and manner designated by the Company.
 - 3. The customer will obtain the appropriate authorization to allow the Company to provision DSL Access Service over the customer's end user's existing telephone exchange service line.
- C. A monthly charge applies for each DSL Access Service line covered under the DSL Access Service - Term Plans. A nonrecurring charge applies for the installation of each DSL Access Service line under the Term Plans arrangement. The Company will bill the customer an Access Order Charge, per order, to convert in-service DSL Access Service lines originally purchased under the provisions specified in DSL Access Service, preceding, to the DSL Access Services - Term Plans, provided the customer obtains written authorization from its end users authorizing such conversions, where necessary. Per line nonrecurring charges do not apply to conversion of in-service DSL Access Lines to a Term Plans arrangement.
- D. The Term Plans provides the customer with reduced rates based on the length of the customer's term commitment and its selected pricing options.
 - 1. The Term Plan provides the customer with reduced rates based on the length of the customer's term commitment and its selected pricing option. The Term Plan is available for a term of one or three years with a choice of two pricing options. The Company will establish a Term Plan for each Serving Wire Center (SWC) based on the customer's order notifying the Company which DSL equipped SWC(s) the customer wants included in the plan(s) and its selected term commitment and pricing option for each SWC. An Access Order Charge applies for each order to establish the initial Term Plan(s). When the customer subscribes to a Term Plan, all in-service DSL Access Service lines provided out of and subsequently installed at the included SWC will be billed the rates and charges specified in Item E, following, for the length of the term commitment. In addition to the applicable DSL Line Charges, the customer will be billed a recurring monthly Term Plan Charge for each SWC included in a Term Plan, as specified in Item E, following, based on its selected pricing option. If the Company decreases the rates specified in Item E, following, during the term of a commitment period, the decreased rates will automatically be applied for the remainder of the current commitment period.

GENERAL EXCHANGE PRICE LIST

DIGITAL SUBSCRIBER LINE (DSL) ACCESS SERVICE - TERM PLANS (Continued)

D. (Continued)

2. At the end of the Term Plan, the customer may elect to establish a new Term Plan commitment, convert to the rates available under the Monthly Plan, or discontinue service. If the customer does not make an election by the end of the Term Plan, the rates for DSL Access Service lines will automatically be converted to the rates available under the tariffed monthly rates. An Access Order Charge will not apply to any election made by the customer at the end of the Term Plan.
3. A Term Plan is subject to payment for early termination as described in Item D (5), following.
4. Upgrades in Term Plan-A customer may terminate a Term Plan without the application of a termination liability charge when the customer replaces its original Term Plan commitment with a new Term Plan commitment provided the length and pricing option of the new Term Plan commitment is equal to or greater than the length and pricing option of the original Term Plan commitment. An Access Order Charge will not apply when the customer replaces an existing Term Plan with a new Term Plan commitment under this provision.
5. Termination With Liability-If the customer elects to terminate its Term Plan(s) prior to the end of the commitment period for any reason other than specified in 4 above, a termination liability charge will apply. For each Term Plan terminated prior to the end of the commitment period, the Company will bill the customer a charge equal to the tariffed monthly rates multiplied by the number of months remaining in the commitment period.

E. Rates

DSL Term Plans Pricing

Installation will be from the CO to the adapter/modem.

If the customer requires an adapter that includes a router, hub, firewall, or other devices, or software they may purchase it from any third party PC provider.

If the customer requires any special inside wiring, they may contract with BEVCOMM, Inc. d/b/a BEVCOMM or any third party provider for that special wiring.

GENERAL EXCHANGE PRICE LIST

DIGITAL SUBSCRIBER LINE (DSL) ACCESS SERVICE - TERM PLANS (Continued)

E. Rates (Continued)

Residential - Voice/Data Service

Option 1 - Each SWC per Month \$250.00

(I)

<u>Speed</u>	<u>One-Year Term</u>		<u>Three-Year Term</u>		
	<u>Monthly</u>	<u>Nonrecurring</u>	<u>Monthly</u>	<u>Nonrecurring</u>	
ADSL	\$ 20.95	\$ 95.00	\$ 18.95	\$ 95.00	(R)(I)(T)

Business - Voice/Data Service

Option 1 - Each SWC per Month \$250.00

(I)

<u>Speed</u>	<u>One-Year Term</u>		<u>Three-Year Term</u>		
	<u>Monthly</u>	<u>Nonrecurring</u>	<u>Monthly</u>	<u>Nonrecurring</u>	
ADSL	\$ 20.95	\$ 95.00	\$ 18.95	\$ 95.00	(R)(I)(T)

Monthly charges are for the circuit and central office termination. Monthly charges do not include the Network Interface Card (NIC), associated hardware or software.

Nonrecurring charges are for the service order and customer premise visit. They do not include any customer premises wiring charges beyond the adapter/modem.

GENERAL EXCHANGE PRICE LIST

DIGITAL SUBSCRIBER LINE (DSL) ACCESS SERVICE - TERM PLANS (Continued)

E. Rates (Continued)

Residential - Data Only Service

Option 1 - Each SWC per Month \$250.00 (I)

Speed	One-Year Term		Three-Year Term		
	Monthly	Nonrecurring	Monthly	Nonrecurring	
ADSL	\$ 45.95	\$ 251.00	\$ 43.95	\$ 251.00	(I)(T)

Business - Data Only Service

Option 1 - Each SWC per Month \$250.00 (I)

Speed	One-Year Term		Three-Year Term		
	Monthly	Nonrecurring	Monthly	Nonrecurring	
ADSL	\$ 45.95	\$ 251.00	\$ 43.95	\$ 251.00	(I)(T)

Monthly charges are for the circuit and central office termination. Monthly charges do not include the Network Interface Card (NIC), associated hardware or software.

Nonrecurring charges are for the service order and customer premise visit. They do not include any customer premises wiring charges beyond the adapter/modem.

GENERAL SERVICES

811 SERVICES

A. General

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

B. Terms and Conditions

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

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

6. The 811 subscriber is restricted from selling or transferring the 811 code to an unaffiliated entity, either directly or indirectly.
7. 811 will not provide calling number information in real time to the 811 subscriber. If the 811 subscriber needs this type of information, the 811 subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.
8. Calls to the 811 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 811 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to 811 service from areas where 811 service is not provided will be advised that the service is not available from their number.
9. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.
10. 811 Service is provided where facilities permit.

GENERAL SERVICES

811 SERVICES (Continued)

B. Terms and Conditions (Continued)

11. The 811 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach relay services provided by dialing 811.
12. 811 will be provided under the following conditions:
 - (a) The 811 subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to handle calls to 811 without impairing the Company's general telephone service or telephone plant.
 - (b) The 811 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
 - (c) The 811 subscriber will be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.
 - (d) Suspension of 811 Services is not allowed.
 - (e) The 811 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 811. At the Company's request, the 811 subscriber will assist in responding to complaints made to the Company concerning the subscriber's 811 service.
 - (f) The Company will provide both oral and written notification when a 811 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 811. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measure when the 811 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

GENERAL SERVICES

811 SERVICES (Continued)

B. Terms and Conditions (Continued)

13. The following conditions apply if the 811 subscriber provides a pre-recorded announcement:
- (a) The 811 subscriber will provide announcements. The Company will provide only delivery of the call.
 - (b) The Company's provision of access to the 811 network for transmission of announcements or recorded program services is subject to the availability of such facilities and the requirements of the local exchange network.
 - (c) The 811 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
 - (d) The 811 subscriber assumes all financial responsibility, according to other specific rates and charges under tariff, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
14. The Company may take all legal and practical steps to disassociate itself from 811 subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
15. The Company is not liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.
16. Calls placed to the 811 code will be routed to the point-to number based upon the central office switch and/or the Number Plan Area (NPA) of the calling party. Routing based upon NPA and NXX, ten-digit telephone number or ZIP Codes can be provided where technically feasible.
17. 811 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks Centrex Type Services lines, etc.) used for transporting and terminating messages at the 811 subscriber's designated premises.

GENERAL SERVICES

811 SERVICES (Continued)

C. Rate and Charges

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

SERVICE CONNECTION CHARGES

A. GENERAL

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

B. CHARGES

	<u>Residence</u>	<u>Business</u>
1. Service Order Charge Per Order - New	\$ 15.30 11.10	\$ 15.30 11.65

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

2. Line Connection Charge, (Per Line)	\$ 10.00	\$ 16.35
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This charge will apply whenever work is required in Central Office. Includes time for frame wiring, testing, and routing of C.O.E., preparation or changes of associated records. This charge may be in addition to a new record change charge.

3. Service Connection Charge, Per Order	\$ 16.30	\$ 16.30
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Apply to residence or business premises for:

- Establishing Service;
- Reconnections or re-establishment of service;
- Move of service from one premise to another;
- Assumption of service with a change in responsibility or ownership.

This charge covers the time involved to install one average complete outside circuit initiated by the request of a subscriber to provide an average telephone circuit in accordance with industry standards. This charge includes all materials, labor, and trenching equipment. This charges is in addition to the record change charge and the central office connection charge.

SERVICE CONNECTION CHARGES

B. CHARGES (Continued)

	<u>Residence</u>	<u>Business</u>
4. Restoration of Service After Non-Payment Disconnect	\$ 16.00	\$ 16.00

5. Feature Change Charge	\$ 15.00	
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This charge will apply whenever a customer adds, or changes a custom calling or CLASS feature.

6. Dishonored Check Charge	\$ 20.00	
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This charge applies when any negotiable instrument presented for payment of service or deposit becomes dishonored, and is returned to the Telephone Company from the bank.

7. Collection Charge	\$ 30.00	
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Collection Charges Apply:

a. When a trip is made to a premise for the purpose of disconnect and the customer who is delinquent in their account pays the statement at that point in time to save their service from disconnect.

b. When a trip is necessary to a premise to make a collection of account or to collect cash to cover an NSF check by the Company in payment of service.

8. Trouble Isolation Charge		
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A nonrecurring charge will apply to each repair visit at a customer's request to test the central office line, up to the Demarcation Point, when the line test clear and the trouble is no found in Company facilities.

Rates	Per Repair Visit - Residence Service	\$ 18.25
	Per Repair Visit - Business Service	\$ 30.00

C. CONDITIONS

1. When business or residence service is established for a different customer and all of the facilities are reconnected in place without any change, only the applicable service connection charge(s) will apply to the entire service.

SERVICE CONNECTION CHARGES

C. CONDITIONS (Continued)

2. Service Connection Charges DO NOT apply:

- a. When a change is made and initiated by the Company, for the convenience of the Company, such as a change in grade of service, change in customer's telephone number, etc.
- b. When telephone service is re-established at a secondary location immediately following the rendering of a customer's primary location as unfit for occupancy, due to fire, flood, etc. At the option of the Company, a different telephone number may be used.
- c. When telephone service is suspended and subsequently restored for seasonal rate or vacation rate service.
- d. Charges for rearrangements are not applicable if the rearrangement, move, or change is required by the Company for the continuation of satisfactory service.

LONG DISTANCE SERVICE

LONG DISTANCE SERVICE

(N)

Long Distance Services will be provided by BEVCOMM, INC.

TERMS AND CONDITIONS

I. Services Provided

- a. The Company provides access to facilities, services and equipment over which our Customers may transmit voice, data and other communications of their own choosing to intrastate, and interstate destinations.
- b. The Company provides service on a 7 days per week, 24 hours per day basis to all destinations in the United States (including Alaska and Hawaii) and International.
- c. The Company has customer service representatives available from 8:00 A.M. to 5:00 P.M. Monday through Friday (excluding holidays) to assist its Customers with any questions or problems regarding its toll services. A Company representative can be reached during these hours by dialing (507) 526-2822 or (800) 968-7835.

II. Charges, Bills and Payment for Service

- a. Service is provided and billed on a monthly basis, and will continue to be provided and billed until canceled by the Customer or terminated by the Company.
- b. The Company bills for its toll services on a usage basis. There is a 30-second minimum billing period and billing continues in 30-second increments thereafter.
- c. The Company will pass through to its Customers all applicable federal, state and local taxes or surcharges.
- d. Payment for all bills rendered by the Company for its toll services are due on the 15th of the month.
- e. No late charge will be assessed upon properly disputed charges (see dispute procedures below).
- f. The Company may require a Customer to make an advance payment prior to or at any time after provision of service.
- g. The Company reserves the right to establish a credit limit for the Customer, and to suspend service to the Customer when the Customer reaches the applicable limit.

LONG DISTANCE SERVICE

LONG DISTANCE SERVICE (Continued)

III. Obligations of Customer

- a. The Customer is responsible for the timely payment of all billed charges for services or facilities provided by the Company, and for the payment of reasonable attorney's fees and court costs if the Company is required to retain an attorney to collect any of its billed charges from the Customer.
- b. The Customer will not use the Company's services in a manner that interferes unreasonably with the use of the services by one or more other Customers.
- c. The Customer will not use the Company's services in an abusive, illegal or fraudulent manner, nor alter or tamper with the Company's connections or facilities.
- d. The Customer will indemnify the Company against any and all liability, including reasonable counsel fees, arising from any claims against the Customer for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer over the Company's facilities, services or equipment.

IV. Resolution of Billing Disputes

- a. If the procedures of this section are followed, the Customer may withhold payment relating to disputed items pending resolution of the dispute.
- b. Within 15 days of the bill date of a disputed bill, the Company must receive from the Customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed correct and all amounts are due to the Company.
- c. The Company shall review the Customer's statement of disputed charges, and shall issue a written initial determination within 15 days after receipt to set forth the Company's proposed resolution of the dispute charges.
- d. If the Customer is not satisfied with the Company's proposed resolution, the Customer must advise the Company in writing within 15 days after receipt of the Company's initial determination, of the specific reasons for the dissatisfaction and provide any additional information the Customer deems pertinent or relevant to the dispute.
- e. Within 15 days after the Company's receipt of additional information, the Company shall make its final determination and resolution of the disputed charges based upon all documentation or information available to the Company.
- f. If the Customer continues to withhold payment of any disputed amounts, determined to be owed to the Company, the Customer's account shall be deemed to be past due, and subject to termination.
- g. If the disputed service involves intrastate calls, the Customer may avoid disconnection by placing the disputed amount into escrow pending a resolution by the Minnesota Public Utilities Commission.

LONG DISTANCE SERVICE

LONG DISTANCE SERVICE (Continued)

V. Limitation of the Company's Liability

- a. The Customer assumes all risks, other than those resulting from gross negligence or willful misconduct associated with the provision of all telecommunications services and delivery of messages. The liability of the Company for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the intrastate and interstate toll services provided shall not exceed its billed charges for the defective call or calls.
- b. Neither the Company, nor its officers, agents or employees will be liable for indirect, incidental, special, punitive or consequential damages, including but not limited to damages for loss of anticipated profits or revenue, lost saving, or other economic loss in connection with or arising from any telecommunications service or message, whether arising in contract, warranty, strict liability, tort negligence of any kind (other than willful negligence or intentional misconduct) and regardless of whether the possibility of such damage resulting was foreseen.
- c. The Company shall not be liable for any interruption, failure or degradation of service due in whole or part to causes beyond its control including but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of any instrumentality of the United States Government, or of any foreign, state or local government; (3) any national emergency, insurrection, riot, war, strike or labor difficulty; (d) any act or omission by any other carrier, including the carrier providing the resold services to the Company, or other entity affecting the facilities or equipment over which the Company services are provided; (5) any negligence by the Customer or defects or failures of the Customer's equipment; and (6) any negligent acts or omissions of third parties.
- d. Customer shall hold the Company harmless from any third-party claims arising out of Customer's use of the Company's service.

VI. Refusal, Termination or Suspension of Service

- a. The Company may refuse service to a Customer that fails or declines to make an advance payment requested by the Company.
- b. The Company may suspend or terminate service to a Customer immediately if the Company reasonably believes that the Customer or entities using the Customer's account or facilities are using the Company services in a manner that: (i) interferes with the use of the services by one or more other Customers; (ii) damages the Company's facilities or equipment; or (iii) places excessive capacity demands upon the Company's facilities or service.

LONG DISTANCE SERVICE

LONG DISTANCE SERVICE (Continued)

VII. Refusal, Termination or Suspension of Service (with Notification)

The Company may terminate service for any of the reasons listed below 5 business days after a written notice of termination is mailed to the last known billing address of a customer. This termination cannot occur on a Friday, Saturday, Sunday or a legal holiday.

- a. The Company may discontinue service if it finds that customer has furnished false or misleading information in an effort to obtain or retain service.
- b. The Company may discontinue service if the customer failed to pay a bill for more than 15 days after it was rendered, or that has failed to pay disputed charges determined to be owed to the Company via the Company's billing dispute resolution procedures (see above) for more than 10 days after the end of the dispute resolution proceeding.
- c. The Company reserves the right to suspend service to a customer when the customer reaches the credit limit established by the Company.
- d. The Company may suspend or terminate service to a customer if the Company reasonably believes that the customer or entities using the customer's account or facilities are using the Company services in a manner that: (i) is abusive, illegal or fraudulent; or (ii) involves threatening, annoying, vile, profane, obscene or abusive language.

VIII. RATES

Long Distance Plans

Plan	Charges	Minutes Included	Additional Minutes
Residence:			
LD 100	\$ 6.95 Per Month	100	\$ 0.109 Per Minute
LD 500	23.95 Per Month	500	0.109 Per Minute
LD 1000	44.95 Per Month	1000	0.109 Per Minute
LD 12.9	1.95 Per Month plus 0.129 Per Minute		
Business:			
LD 9.9	\$ 0.099 Per Minute		
LD 5.9 (five or more lines – Interstate rate)	.059 Per Minute##		(I,T)
Fax and Modem Quality LD:			
LD 17.9	\$ 0.179 #		
800 Numbers	\$ 2.00 Per Month plus per minute rate of \$0.129 Residence and \$ 0.099 Business		

International Rates: Due to the frequent change in international rates, rates can be obtained through the business office numbers listed on page 1 of Section 9.

Directory Assistance Rate is \$.95 per call.

Calls billed in 30 second increments.

\$.059 rate applies to Interstate only; Intrastate calls will be billed at the \$.099 per minute rate.