

*This tariff, Onvoy, LLC's Minnesota Intrastate Tariff, replaces in its entirety Onvoy, Inc.'s Minnesota Intrastate Tariff which is currently on file with the Commission.*

ONVOY, LLC

REGULATIONS AND SCHEDULE OF CHARGES

APPLYING TO

INTRASTATE SERVICES

FURNISHED BY ONVOY, LLC

IN THE STATE OF MINNESOTA

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of local, access, and interexchange services offered by Onvoy, LLC to business customers located within the State of Minnesota. This tariff is on file with the Minnesota Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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**PART I**

**INTEREXCHANGE TELECOMMUNICATION  
SERVICES**

**ONVOY, LLC**  
**INTRASTATE TARIFF**  
**ISSUED: JUNE 20, 2014**  
**EFFECTIVE: JUNE 21, 2014**

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Issued: June 20, 2014

Effective: June 21, 2014

Onvoy Regulatory Manager  
10300 6<sup>th</sup> Avenue North  
Plymouth, Minnesota 55441

**A. CONCURRING CARRIERS**

None.

**B. CONNECTING CARRIERS**

Onvoy reserves the right to interconnect its services with those of any authorized Common Carrier, Local Exchange Carrier, or alternate access provider of its choice, and to utilize such services to provide the services described herein.

The following list consists of names Onvoy is doing business as:

DBA Name(s)

1. Ace Long Distance
2. ACS Connections Long Distance
3. Albany Telephone Long Distance
4. Arrowhead Long Distance
5. Barnesville Long Distance
6. Benton Telephone Long Distance
7. Cannon Valley Long Distance
8. CCC Long Distance
9. CI Long Distance
10. Crosslake Long Distance
11. CTC Long Distance
12. Delavan Long Distance
13. Dunnell Long Distance
14. Eagle Valley Long Distance
15. Emily Long Distance
16. Farmers Long Distance
17. Federated Long Distance
18. Felton Long Distance
19. Garden Valley Long Distance
20. Gardonville Long Distance
21. Granada Long Distance
22. Halstad Long Distance
23. Hancock Long Distance
24. Home Telephone Long Distance
25. Hometown Solutions Long Distance

26. ITC Long Distance
27. KMTC Long Distance
28. Lismore Long Distance
29. Lonsdale One Plus
30. Loretel Long Distance
31. Mainstreet Long Distance
32. Melrose Long Distance
33. Midwest Long Distance
34. Milaca Local Link Long Distance
35. Osakis Long Distance
36. OtterTail Telcom Long Distance
37. Park Region Long Distance
38. Peoples Long Distance
39. Pine Island Long Distance
40. Rothsay Long Distance
41. Sleepy Eye Long Distance
42. Sytek Communications Long Distance
43. Woodstock Long Distance
44. Onvoy Voice Services

Application of Tariff

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**3. APPLICATION OF TARIFF**

This tariff applies to local and interexchange telecommunications services, between and among points within the State of Minnesota, furnished by Onvoy, LLC.

Definitions

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**4. DEFINITIONS**

**Access Circuit**

A switched or dedicated access line provided by the local exchange Onvoy, between the customer location and an Onvoy point of presence.

**Access Code**

A uniform five or seven digit code assigned by Onvoy to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 950-XXXX or 101XXXX.

**Access Service**

Switched or Special Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

**Access Service Request (ASR)**

The industry service order format used by Access Service customers and access providers as agreed to by the Ordering and Billing Forum.

**Access Tandem**

An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and customers' premises.



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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**Advance Payment**

Payment of all or part of a charge required before the start of service.

**Alternate Access**

Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the local Exchange Carrier authorized or permitted to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special tariff if private agreements are permitted by applicable governmental rules.

**Authorized User**

Any person, firm, employee, or corporation that is authorized by the customer to place or receive calls under a service agreement with Onvoy.

**Ballot**

The form distributed by a local exchange carrier allowing the customer to choose an intraLATA, and/or interLATA interexchange carrier for "1+" dialing.

**Billed Party**

The person or entity responsible for payment of Onvoy service for an operator assisted call, as follows:

- (a) In the case of a Calling Card or Credit Card Call, the holder of the calling card or credit card used by the consumer; and
- (b) In the case of a Collect or Third Party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**Bit**

The smallest unit of information in the binary system of notation.

**Cancellation**

Customer-initiated cancellation of a pending service order.

**Channel(s)**

An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.

**Common Channel Signaling (CCS)**

A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

**Common Line**

A line, trunk or other facility provided under the general exchange tariff of Onvoy, terminated on a central office switch.

**Conventional Signaling**

The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number's address digits from the originating Local

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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Switching Center which terminates the call. In this system, all of the dialed digits are received by the originating switching machine, a path is selected and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling sequence.

**Customer**

The person, firm, corporation or other entity which orders Service and is responsible for the payment of charges and for compliance with Onvoy 's tariff regulations.

**Dedicated**

A facility or equipment system or subsystem set aside for the sole use of a specific customer.

**Duplex Service**

Service which provides for simultaneous transmission in both directions.

**End User**

An individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service, provided by an Exchange Carrier that does not resell those services.

**Entrance Facility**

The dedicated Switched Access transport facility from the customer premise to the ONVOY serving wire center.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**Exchange Carrier**

Any individual, partnership, association, joint-stock Onvoy, trust, governmental entity or corporation engaged in the provision of interexchange telephone service.

**Fiber Optic Cable**

A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Firm Order Confirmation (FOC)**

Acknowledgment by Onvoy of receipt of an Access Service Request from the Customer and commitment by Onvoy of a Service Date.

**Individual Case Basis**

A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

**Interexchange Carrier (IXC) or Interexchange Common Carrier**

An IXC provides long distance service between LATAs, therefore, an example would be a long distance company. As compared with a Local Exchange Carrier (LEC), an IXC provides the long distance (intraLATA/interLATA) piece of the call, whereas the LEC provides the local piece.

**Kbps**

Kilobits, or thousands of bits, per second.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**Local Access**

The connection between a customer's premises and a point of presence of the Exchange Carrier.

**Local Switching Center:**

The switching center where telephone exchange service customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

**Mbps**

Megabits, or millions of Bits, per second.

**NPA**

Numbering Plan Area (Area Code).

**Non-Recurring Charges**

The one-time initial charges for services or facilities, including but not limited to, charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

**Off-Hook**

The active condition of Switched Access or a telephone exchange service line. Example: The receiver of the telephone set is ready to dial a phone number or is ready for a conversation.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**On-Hook**

The idle condition of switched access or a telephone exchange service line. Example: The status of the receiver of a telephone is ready for an incoming call. It is not possible to hold a conversation during On-Hook status.

**Operator Assisted Call**

Any telephone connection completed through the use of Onvoy operator services.

**Operator Services**

Any telecommunications service that includes, as a component, any automatic or live assistance to a consumer to arrange for billing or completion , or both, of a telephone call through a method other than--

- (a) automatic completion with billing to the telephone from which the call originated;  
or
- (b) completion through an access code used by the consumer, with billing to an account previously established with the carrier by the consumer.

**Operator Surcharge**

A non-measured (fixed) charge which is added to a measured charge in calculating the total tariff charges due for a completed operator assisted call.

**Out of Band Signaling**

An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**Point of Presence (POP)**

Location where the customer maintains a facility for purpose, of interconnecting to Onvoy's Network.

**Point to Point Service**

An unswitched full time transmission service utilizing Onvoy 's facilities to connect two or more Customer designated locations.

**Premises**

The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

**Presubscription**

An arrangement whereby an End User may select and designate to Onvoy an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC (s) are referred to as the End-User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

**Recurring Charges**

The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**Service Commencement Date**

For Special Access Service and Direct Connect Switched Access Service the first day following the date on which Onvoy notifies the Customer that the requested service or facility is available for use. Unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If Onvoy does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

**Service Order**

The written request for Network Services executed by the Customer and Onvoy in a format devised by Onvoy, or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by Onvoy initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Service(s)**

Onvoy's telecommunications Access Services offered on Onvoy's Network.



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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**Serving Wire Center (SWC)**

The local Onvoy office from which dial tone for local exchange service would normally be provided to the Customer premises.

**Shared Facilities**

A facility or equipment system or subsystem which can be used simultaneously by several customers.

**Signaling Point of Interface**

The Customer designated location where the SS7 signaling information is exchanged between Onvoy and the Customer.

**Signaling System 7 (SS7)**

The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

**Signaling Transfer Point Access**

Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

**Special Access Service**

Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end users, as defined in this tariff.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**Switched Access Service**

Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

**Tandem Switched Transport (TST)**

The transport between the SWC and wire centers or between an access tandem and wire centers that subtend the access tandem.

**Trunk**

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

**Wire Center**

A building in which central offices, used for the provision of Telephone Exchange services, are located.

**800 Services**

A switched interexchange message service which is recipient billed. The term "800 Services" applies to 8XX-xxx-xxxx.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**5. GENERAL REGULATIONS**

**5.1 SERVICES OFFERED**

Onvoy (the Company) will provide local and interexchange telecommunications services to customers for voice and data communications services between and among points within the State of Minnesota which include message toll service, wide area toll service, operator assisted toll service, dedicated facilities, and local services.

**5.2 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 for voice and data telecommunications services between points within the State of Minnesota in accordance with the terms and conditions set forth herein. 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 services provided in this tariff may involve the resale telecommunications services of underlying common carriers for use in providing the services of the Company.

**5.3 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**

The customer agrees not to use the Company services for any unlawful purpose or process or for any use prohibited by the Minnesota Public Utilities Commission or the Federal Communications Commission. The Company may refuse to furnish service to an applicant or may disconnect the service of a customer when:

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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- 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.

**C. Fraudulent Use**

The use of the Company operator services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling cards or credit cards is prohibited. 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. 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.

**D. 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 or otherwise not protected by law.

**E. Impersonation**

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

**F. 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.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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

Service shall not be used in any manner which interferes with another person in the use of service, prevents another person from using 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, he will be required to take service in sufficient quantity or of a different class or grade. The customer will be required to interchange that service with service of a equivalent quantity, class or grade.

**I. Resale of Service**

The resale of service is not permitted unless the customer has necessary certification as required by state and federal laws and regulatory requirements.

**J. Location of Service**

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

**5.4 LIABILITY**

- A. The Company shall not have any liability or obligation for any loss or damage incurred by customer or any other person arising out of or relating to any act or omission of customer or any other person, the Company or carrier.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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- B. The Company shall not have any liability or obligation for any loss or damage incurred by customer or any other person arising out of or relating to any causes beyond the Company's reasonable control, including without limitation, acts of God, fire, flood, severe weather, labor difficulties, or any order or action of any governmental authority. The Company is not liable for incorrect information obtained from Directory Assistance service.
- C. The sole and exclusive liability and obligation of the Company for any loss or damage incurred by customer or any other person arising out of or relating to: (1) any mistake, omission, interruption, delay, error or defect in transmission occurring in the course of furnishing service or facilities; or (2) any failure to provide service or facilities, shall be limited to a proportionate credit against the monthly or per call charge due the Company for such service or facilities or a refund of the monthly or per call charge previously paid to the Company by customer for such service or facilities. Such proportionate credit or refund shall be limited to an amount equal to the proportionate monthly or per call charge otherwise due to the Company for the period of time during which the service or facility was subject to the event described above; provided, however, that no credit or refund shall be due for any period prior to the commencement of service to customer. In no event shall the Company or its employees, directors, officers, or agents be liable for any consequential damages of any kind to customer or any other person, including without limitation lost profits, lost business, lost opportunities, or claims arising from such losses.
- D. Customer shall indemnify, defend and hold harmless the Company from any and all claims, losses, damages, demands, costs, expenses (including attorneys' fees) and legal actions, arising out of or relating to the use of the services or facilities provided by the Company, including but not limited to the following:
1. claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information or other content transmitted via the Company service or facilities;
  2. patent infringement claims arising from combining or connecting the Company service or facilities with apparatus and systems furnished by the customer or others;

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3. all other claims arising out of any act or omission of the customer or others;
4. any claims of personal injury arising out of or relating to installation, maintenance, furnishing, or removal of facilities or service provided by the Company that are not due to the acts of the Company or its agents; and
5. claims by other persons against the Company arising out of or relating to the services or facilities provided by the Company to customer hereunder.

E. Customer Owned Equipment:

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

The 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 Company facilities. The responsibility of the Company shall be limited to the furnishing of facilities suitable for exchange and message toll services and to the maintenance and operation of such facilities in a manner proper for such services; subject to this responsibility the 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 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 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 Company that such changes may affect customer provided facilities, the Company shall provide reasonable notice.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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F. Emergency Services:

The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use of E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by 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 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 Company 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.



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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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G. Public Safety and Customer Protection:

The Company recommends that the customers 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.

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. It may be possible for this spark to trigger an explosion if the gas concentration is high enough.

H. 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.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**5.5 APPLICATIONS FOR SERVICE**

- A. Where an application is mandatory for service, it must be made in writing to establish 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.

**5.6 MINIMUM SERVICE PERIOD**

- A. The minimum service period for all services is one month unless otherwise stated on an individual contract basis. Cancellation of service by the customer shall be given in writing, not less than thirty days prior to the desired effective date. Cancellation requests received less than one month prior to the effective date will be considered a disconnection of service request as described in Section 5.11.
- B. The Company may require a minimum contract period longer than one month in connection with special (nonstandard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.
- C. Where monthly construction charges are involved, such charges are payable as set forth In Section 6, PAYMENT AND CREDIT POLICY.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**5.7 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.
- 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.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**5.8 LIMITATIONS ON SERVICE**

The Company will furnish service in areas where facilities are available, and under the provision of this tariff.

The Company reserves the right to disconnect or deny service upon written notice, when necessary due to conditions beyond its control, or when, in its best judgment, the customer is in violation of this tariff, or any applicable law.

**5.9 ASSIGNMENT**

Customers may not assign or transfer the use of the Company services to any other individual, partnership, association, or corporation, except in the instance of expressed written consent from the Company.

**5.10 INTERRUPTION AND RESTORATION OF SERVICE**

In the event of a service interruption, the Company will issue credit in accordance with section 5.4 C. above. It is the responsibility of the customer to notify the Company in writing of the nature and duration of the interruption. Credit will not be given for interruptions determined by the Company to be caused by the local exchange carrier (telephone company), faulty equipment or operation of equipment used with the Company service, or by errors or omissions by the subscriber.

In the event of a service interruption, restoration of service will be completed to the best of the ability of the Company. In the event of an emergency, service will be restored in accordance with the Federal Communications Commission regulations (Part 64, Subpart D) regarding the priority of restoration of such services.

**5.11 CUSTOMER REQUESTED DISCONNECTION OF SERVICE**

In the event of disconnection of service by the customer before completion of the one month minimum period described in section 5.6 above, or of a period agreed to on an individual contract basis, any non-refundable charges incurred by the Company on behalf of the customer for the provision or connection of service shall be recovered from the customer. This includes, without limitation, charges for orders, construction, installation, deposits, or interest.

General Regulations - IXC

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**5.12 RESTORAL OF TELECOMMUNICATIONS 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.

**5.13 RESPONSIBILITY OF CUSTOMERS**

- A. The consumer is responsible for compliance with the applicable regulations set forth in this tariff.
- B. The consumer is responsible for establishing its identity as often as necessary during the course of an operator assisted call.
- C. The consumer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number when placing an operator assisted call.
- B. The consumer is responsible for providing the Company with a valid method of billing for each operator assisted call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, and third party telephone number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

**5.14 RESERVED FOR FUTURE USE**

General Regulations - IXC

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**5.15 INTERCONNECTION OF FACILITIES**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Access Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Access Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariff of the other communications carriers which are applicable to such connections.

**5.16 OWNERSHIP OF FACILITIES**

Telecommunications facilities furnished by the Company remain the property of the Company until transferred or abandoned or except as otherwise provided in this tariff.

**5.17 ACCESS TO FACILITIES**

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

**5.18 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.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**5.19 DAMAGE, LOSS OR DESTRUCTION OF COMPANY FACILITIES**

All ordinary expenses of maintenance and repair of the Company facilities, unless otherwise specified in this Tariff, are 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.

**5.20 TRANSFERS AND ASSIGNMENTS**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or transfer of substantially all the assets of the Company; or pursuant to any financing, merger or reorganization of the Company.

**5.21 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.

General Regulations - IXC

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**5.22 NOTICES AND COMMUNICATIONS**

- A. The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address, on each bill for service, to which the Customer shall mail payment on that bill.
- C. All notices or other communications required to be given pursuant to this tariff shall be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- D. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**5.23 LIMITING OF COMMUNICATIONS**

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



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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**5.24 TERMINATION OF SERVICE**

- A. Telecommunications 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 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 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.
  - 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. Telecommunications 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.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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- C. Telecommunications service will not be disconnected on any Saturday, Sunday or legal holiday or at any time when the Company's business offices are not open to the public, except when an emergency exists.

**5.25 DISCONNECTION OF SERVICE FOR CAUSE**

- 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.
- 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.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**5.26 REFUSAL OF SERVICE**

The Company may refuse to furnish telecommunications 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 their 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.

**5.27 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.
- 3) The customer will provide the Company without charge written permission for the placing of the Company's facilities on the property.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**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 the customer's 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.

**5.28 ADJUSTMENTS FOR MUNICIPALITY PAYMENTS**

- 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 telecommunications 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

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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- 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

**5.29 PROVISION OF EQUIPMENT AND FACILITIES**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- D. 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.

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- E. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- F. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment facilities provided by any party other than the Company, including but not limited to the Customer.
- G. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible for:
  - 1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - 2. The reception of signals by Customer-provided equipment; or
  - 3. Network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- H. The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.
- I. The Company reserves the reasonable right to assign, designate or change telephone numbers or, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**6. PAYMENT AND CREDIT POLICY**

**6.1 PAYMENT FOR SERVICES**

- A. Customer shall be responsible for the payment of all charges invoiced by Onvoy for the provision of services hereunder. This includes but is not limited to charges for usage, access, equipment, taxes, monthly service fees, installation charges, and calls originated or received at a customer's service location. Payments for Onvoy invoices are due upon receipt of the invoice. Payment may be made to Onvoy, 300 South Highway 169, Suite 700, Minneapolis, MN 55426.
- B. Any applicable federal, state, local, excise, sales, or other similar charges to Onvoy for the provision of services hereunder, will be billed to, and payable, by the customer.
- C. The customer will be held responsible for all charges and costs associated with the collection of payments that are 45 days past due or older. This includes but is not limited to reasonable attorney fees, collection agency fees or commissions, or internal Onvoy costs associated with efforts to collect any such past due amounts.
- D. Late payment charges of 1½% per month (or the highest amount allowed by law, whichever is less) may be charged on balances owed that have not been received by Onvoy 45 days after invoicing.
- E. 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.
- F. 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 will be made to that customer to cover the administrative costs incurred in handling the transaction.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**6.2 BILLING ARRANGEMENTS**

- A. **Message Services.** Invoices prepared by Onvoy will be for a calendar month period. Invoices for each calendar month will be issued during the subsequent month. Onvoy reserves the right to bill for service in arrears, in the event that billing data is not available at the time of billing production for any usage period. When billing functions on behalf of Onvoy are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges, which cannot be resolved by the billing company, the Billed Party may contact Onvoy directly.
- B. **Dedicated Services.** Invoices will typically be for a calendar month. Invoices will be issued at the beginning of the month prior to the delivery of service. Onvoy reserves the right to bill for service in arrears, in the event that billing data is not available at the time of billing production for any usage period.
- C. **Collect, Calling Card and Third Party Calls.** When billing functions on behalf of Onvoy are performed by local exchange telephone companies, charges for calls of this type will be included on the Billed Party's regular home or business telephone bill pursuant to billing and collection agreements established by Onvoy or its intermediary with the applicable telephone company.
- D. **Customer Billing**
  - 1. Regular bills will be issued periodically (monthly, quarterly). For billing purposes each month is presumed to have thirty days.
  - 2. Special bills for long distance telecommunications service may be issued at any time when charges are unusually high and Onvoy is uncertain as to the customer's ability to pay such charges.
  - 3. Services which are charged for at monthly rates are billed in advance for one month's service.
  - 4. Services, which are charged for at other than monthly rates, are billed in arrears.
  - 5. Detail call information, such as the time at which made, duration and destination may be provided for long distance telecommunications message service.
  - 6. Retroactive billing adjustments will not be made for a period exceeding three years.



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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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E. Charges for Credit Card Calls

Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.

**6.3 CREDIT POLICY**

A. Onvoy reserves the right to provide service to the customer based on the documented financial condition of the prospective customer. This judgment will be made by Onvoy based on standard business practices.

B. In the event that Onvoy finds the financial condition of a prospective customer to be less than acceptable, Onvoy reserves the right to require a cash deposit equivalent to three month's historical or estimated usage. This deposit may be used to satisfy any amounts past due over thirty (30) days, or applied to applicable cancellation charges. This deposit will generally be returned after one year's satisfactory payment history has been established, or sixty (60) days after the disconnection of service by the customer.

C. Deposit and Guarantee Requirements

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

- 1) A customer, who within the last 12 months has not had 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 utility 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 Minnesota Rules.

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- 3) 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 utility shall not affect the determination by the utility 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.

When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated three months' gross bill or existing three 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 utility, except where such bill has been discharged in bankruptcy. A utility 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 utility. The utility 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 utility to a bill when the bill has been determined by the utility to be delinquent. Each utility 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.

Interest shall be paid on deposits in excess of \$20 at the rate set by the Commissioner of the Department of Commerce as required by Minnesota Statutes §325E.02. The interest rate may be found on the Department of Commerce web site at <http://www.commerce.state.mn.us>.

Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The utility may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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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.

The utility may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the utility 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 utility, or at the guarantor's request upon 60 days' written notice to the utility. Upon termination of a guarantee contract or whenever the utility 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 utility 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.

#### **6.4 DISCONNECTION OF SERVICE**

- A. Onvoy reserves the right to disconnect service without notice, and without liability, in the event of an emergency, fraudulent use, network interruptions, or other unlawful use of the services provided hereunder.
- B. Disconnection of service for non-payment may occur, without liability, in the event that the customer's charges are unpaid for a period of more than thirty (30) days, or due to the failure of the customer to produce the security deposit requested by Onvoy within five (15) business days. Notice of intent to disconnect service for non-payment of charges will be sent to the customer five business days in advance of disconnection.

#### **6.5 CUSTOMER LIABILITY**

- A. Customer shall be held liable for all outstanding charges associated with services provided hereunder, less credit if any, for deposits retained by Onvoy, after disconnection of service. Customer shall be responsible for charges as stated in section 6.3 above after disconnection if applicable.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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**6.6 BILLING DISPUTES**

- A. Customer has the right to dispute charges contained in an Onvoy billing statement, provided a description of the charges and reason for dispute are provided to Onvoy within twenty (20) business days of receipt of the invoice. Charges related to the disputed items only may be withheld from payment to Onvoy until the resolution of the dispute. All other undisputed charges are due as set forth in section 6. of this tariff. Onvoy will make its best effort, using traditional business practices, and under the guidelines of the Minnesota PUC, to resolve disputes within thirty (30) days of notification by the customer. If, after review by Onvoy, the charges in question are determined to be owed by the customer, payment for such charges shall be due within ten (10) days of written notification to customer. After this period any unpaid amount related to the dispute will be considered past due. If the determination is made that the charges are not owed by the customer, a credit will be given on subsequent invoices within sixty (60) days of notification to the customer.

**6.7 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.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

- C. Onvoy shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued during the preceding billing period.
- 1) Non-Recurring Charges are due and payable within 30 days after the invoice date. Onvoy shall present invoices for Non-Recurring Charges monthly to the Customer.
  - 2) Onvoy shall present invoices for non-usage sensitive Recurring Charges monthly to the Customer, in advance of the month in which service is to be provided, and invoices for usage sensitive charges monthly to the Customer subsequent to the usage. Recurring and usage sensitive charges shall be due and payable within 30 days after the invoice date.
  - 3) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis, based on the actual calendar month.
  - 4) Billing of the Customer by Onvoy will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

The Customer shall notify Onvoy of any disputed items on an invoice within 90 days of receipt of the invoice. If the Customer and Onvoy are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Minnesota Public Utilities Commission in accordance with the Commission's rules of procedures.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

**6.8. 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 twenty fifth-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, Onvoy may disconnect the service after giving a customer five (5) days (excluding Sundays and legal holidays) written notice of intention to disconnect. Written notice may be mailed or delivered by a representative of Onvoy. Service shall not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when Onvoy's business offices are not open to the public, except where an emergency exists.

# **PART II**

## **PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES – IXC RELATED**

**ONVOY, LLC  
INTRASTATE TARIFF  
ISSUED: JUNE 20, 2014  
EFFECTIVE: JUNE 21, 2014**

**Note: The General Regulations from Part I apply  
equally to Part II.**

Message Services

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

**7. MESSAGE SERVICES**

**7.1 GENERAL INFORMATION**

- A. Onvoy provides interexchange intraLATA and interLATA message services. Billing is determined by the duration of the message, and the airline miles between the calling party's serving wire center and the called party's serving wire center.
- B. Duration of a message is determined by the time between call inception and call termination. The total duration of a call is considered to be chargeable usage.
  - 1. For the determination of call inception for direct dialed calls, hardware detection of an "off-hook" condition by the called party will be used when available. In the absence of hardware answer supervision capability, call inception will be determined by the detection of voice or data communications. In either case, if no call inception is detected for up to 48 seconds, a call will be considered to be in an "off-hook" condition for billing purposes.
  - 2. Collect Calls. Timing begins when the called party accepts the responsibility for payment.
  - 3. Person-to-person Calls (other than Collect). Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
  - 4. All other operator assisted calls. Timing begins when the called station is answered, as specified in section above.
  - 5. Call termination is determined by an "on-hook" condition by either the calling or called party.



Message Services

PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

C. Call charges are determined by the local time of day at the calling party's location, at call inception. The daytime, evening, and night/weekend rates are determined by the following schedule:

	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
8:00am to 5:00pm	<b>Business Day Rate</b>					<b>N/W</b>	
5:00pm to 11:00pm	<b>Evening Rate</b>					<b>N/W</b>	<b>Eve</b>
11:00pm to 8:00am	<b>Night Weekend Rate</b>						

Directory Assistance is provided as an MTS call, but is rated on a per-call basis.

Message Services

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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**7.2 MESSAGE TOLL SERVICE (MTS) DESCRIPTION**

A. MTS Service

- a. EASY 1 Plus Service<sup>sm</sup> is a switched interexchange message service provided by Onvoy and is accessed via presubscription to Onvoy in selected equal access capable end offices. EASY 1 Service<sup>sm</sup> is not available to customers who select the D/B/A MARKETING AGENT RATE.
- b. D/B/A MARKETING AGENT RATE Service is a switched interexchange message service provided by D/B/A and is available through participating D/B/A agents in selected equal access capable end offices.

B. EASY 1 Plus Service<sup>sm</sup> is billed in 60-second increments, with a 60-second per call minimum duration except where indicated.

C. D/B/A MARKETING AGENT RATE Service is billed in 6-second increments with a 30-second minimum.

D. Rates for EASY 1 Plus Service<sup>sm</sup> intrastate calling are described in section 8.2.

E. Rates for D/B/A MARKETING AGENT RATE Service intrastate calling are described in section 12.1.

**7.3 WIDE AREA TOLL SERVICES**

A. Switched WATS services, EASY 800 Service<sup>sm</sup>, EASYSTART 800 Service<sup>sm</sup>, BusinessPlus Service<sup>sm</sup>) are switched interexchange services provided by Onvoy, and are accessed in the same manner as MTS services.

B. Switched WATS services are billed in six (6) second increments with a thirty (30) second per-call minimum duration.

C. Rates for intrastate calls are described in Sections 8.2, 8.3, 8.4 and 8.5.

D. Switched WATS services include a nonrecurring installation charge per account plus a monthly fee.

E. Installation charge and monthly fee does not apply to BusinessPlus Service<sup>sm</sup>.

Message Services

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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**7.4 OPERATOR ASSISTED TOLL SERVICE**

- A. Onvoy offers operator services pursuant to this tariff. All operator services are offered for the purpose of assisting customers with dialing and/or billing needs in order to complete telephone calls.
- B. Collect Calls. A call for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number.
- C. Third Party Calls. A call for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.
- D. Calling Card Calls. A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose.
- E. Person-to-Person Calls. A call, which is placed under the stipulation that the caller will speak only to a specific called party. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. Any of the types of calls described in 7.4 above, may optionally be placed on a person-to-person basis. The caller must arrange with the operator to make a person-to-person call; otherwise, all calls will be treated as station-to-station.
- F. Operator assisted service is billed in sixty (60) second increments, with a sixty (60) minimum.
- G. Rates for intrastate interLATA and intraLATA calling are described in section 8.6 following.
- H. Visually Impaired. Upon completion of a form by a certified authority, a visually impaired caller will be exempt from operator surcharges. The caller must identify themselves when calling and ask for the exemption.

IXC Rates and Charges

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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**8. IXC RATES AND CHARGES**

**8.1 MESSAGE TOLL SERVICE**

A. EASY 1 PLUS<sup>SM</sup> Residential

Per Minute Rate:

Day	.2400
Evening	.1920
Night/Weekend	.1680

B. Volume Discount Levels:

- a. All domestic 1+ calls are included to determine usage level.
- b. Volume discounts applied retroactively by month to Evening and Night/Weekend rates only.

<\$25	None
\$25 to <\$50	15%
\$50 to <\$75	20%
\$75+	25%

C. Carrier Cost Recovery Fee: \$3.95 per access line per month

The Carrier Cost Recovery Fee applies to each access line picked to Easy 1 Plus Residential Plan. This fee recovers the costs the Company incurs as a long distance company in originating and terminating fees from local telephone companies. This fee will not be charged to residential lifeline customers. Customers with more than five lines will be charged the maximum of five Carrier Cost Recovery Fees.

The Carrier Cost Recovery Fee is grandfathered as of 10.1.07.

IXC Rates and Charges

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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As of 10.1.07, the Carrier Cost Recover Fee will be replaced with:

Long Distance Monthly Charge      \$3.95 per access line per month

The Long Distance Monthly Charge applies to each access line picked to Easy 1 Plus Residential Plan. This fee will not be charged to residential lifeline customers. Customers with more than five lines will be charged the maximum of five Long Distance Monthly Charges.

**8.2 MESSAGE TOLL SERVICE (EASY 1 PLUS<sup>SM</sup> SERVICE)**

A. EASY 1 PLUS<sup>SM</sup> Business

Per Minute Rate:

Day	.2200
Evening	.1918
Night/Weekend	.1760

B. Volume Discount Levels:

Volume discounts apply to domestic daytime calls only.

<\$25	None
\$25 to <\$100	10%
\$100 to <\$250	15%
\$250 to <\$500	20%
\$500+	25%

C. Carrier Cost Recovery Fee: \$3.95 per access line per month

The Carrier Cost Recovery Fee applies to each access line picked to EASY 1 PLUS Business Plan. This fee recovers the costs the Company incurs as a long distance company in originating and terminating fees from local telephone companies. Customers with more than five lines will be charged the maximum of five Carrier Cost Recovery Fees.

IXC Rates and Charges

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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The Carrier Cost Recovery Fee is grandfathered as of 10.1.07.

As of the 10.1.07 the Carrier Cost Recover Fee will be replaced with:

Long Distance Monthly Charge     \$3.95 per access line per month

The Long Distance Monthly Charge applies to each access line picked to Easy 1 Plus Business Plan. Customers with more than five lines will be charged the maximum of five Long Distance Monthly Charges.

**8.3    800 SERVICES: EASY 800<sup>SM</sup> SERVICE**

A.    Per Minute Rate:

Day	\$ .1400
Evening	\$ .1400
Night/Weekend	\$ .1400

B.    Volume Discount Levels:

Volume discounts applied to all call types.

<\$25	none
\$25 to < \$50	14.3%
\$50 to < \$100	21.4%
\$100 to < \$250	28.6%
\$250+	42.9%

C.    Minimum Usage:                    \$10.00 per 800, 888, or 877 toll free number.

A recurring monthly charge of \$10 is assessed if the minimum is not met.

D.    Installation Charges:     \$50.00 per account.

This fee is waived for customers who convert an existing 800, 888, or 877 number to ONVOY, or ONVOY 1+ customers.

E.    PIN:                                 \$1.50 per number per month.

F.    Reconnect Fees:                 \$50.00 if disconnected for non-payment.

IXC Rates and Charges

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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**8.4 800 SERVICES: EASYSTART 800<sup>SM</sup> SERVICE**

- A. Per Minute Rate:                      \$.2400    24 hours a day
  
- B. Monthly Fee:
  - a. Onvoy 1+ Customers: None.
  - b. All other Customers: \$5.00 per 800, 888, or 877 number.
  
- C. Installation Charges: \$50.00 per account.  
Onvoy will waive all monthly fees and installation charges associated with EASYSTART 800<sup>SM</sup> Service for customers maintaining 1+ service with Onvoy.
  
- D. PIN:                                      \$1.50 per number per month.
  
- E. Reconnect Fees:
  - a. ONVOY 1+ Customers: \$50 if disconnected for non-payment.
  - b. All other Customers: \$10 if disconnected for non-payment.

**8.5 BUSINESSPLUS<sup>SM</sup> SERVICE**

- A. Per Minute Rate:

Day	\$ .1850
Evening/Night/Weekend	\$ .1480
  
- B. Volume Discount Levels:
  - a. All 1+ calls included to determine usage level.
  - b. Volume discounts applied retroactively to all domestic daytime calls in each billing period only.

<u>Monthly Usage</u>	<u>Discount Percentage</u>
25\$	none
\$25 to <\$100	10%
\$100 to <\$250	20%
\$250 to <\$500	25%
\$500+	30%

IXC Rates and Charges

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

C. Onvoy will waive all installation charges associated with EASY 800<sup>SM</sup> or EASYSTART 800<sup>SM</sup> Service for customers who have or order BUSINESSPLUS<sup>SM</sup> Service.

D. Carrier Cost Recovery Fee: \$3.95 per access line per month

The Carrier Cost Recovery Fee applies to each access line picked to BUSINESS PLUS Service. This fee recovers the costs the Company incurs as a long distance company in originating and terminating fees from local telephone companies. Customers with more than five lines will be charged the maximum of five Carrier Cost Recovery Fees.

The Carrier Cost Recovery Fee is grandfathered as of 10.1.07.

As of 10.1.07, the Carrier Cost Recover Fee will be replaced with:

Long Distance Monthly Charge \$3.95 per access line per month

The Long Distance Monthly Charge applies to each access line picked to BUSINESS PLUS Service Plan. Customers with more than five lines will be charged the maximum of five Long Distance Monthly Charges.

**8.6 OPERATOR ASSISTED TOLL SERVICE + DIRECTORY ASSISTANCE**

Message per Minute by EASY 1 PLUS<sup>SM</sup>: (see section 8.1)

Directory Assistance	\$0.95
<u>Per call operator surcharges:</u>	
Operator dialed station-to-station	\$3.15
Operator dialed person-to-person	\$6.86
Calling card or credit card	\$1.12
Coin sent paid	\$3.15



IXC Rates and Charges

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

**8.7 COIN TELEPHONE RATES**

In addition to operator assisted toll service rates as applicable from section 8.6, the following message toll rates apply. Charges are rounded to .05:

<u>Mile Range</u>	<u>Day</u>
1-15	.2592
16-30	.2690
31-55	.2800
56-70	.2840
71-100	.2900
100-124	.2984
125-148	.3125
149+	.3200
Evening Discount	10%
Night Discount	20%

Private Line Transport Services

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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**9. PRIVATE LINE TRANSPORT SERVICE**

**9.1. SERVICE DESCRIPTION**

A. DS1 Service

a. Basic Channel Description

A DS1 Channel is a high capacity channel for the transmission of 1.544 Mbps isochronous serial data having a line code of bipolar with alternate mark inversion. DS1 channels are provided between customer locations, between a customer location and Telephone Company Hub or between Telephone Company Hubs.

The customer must provide the Network Channel Terminating Equipment associated with the DS1 channel at the customer's premises. The interim program for interconnection of such equipment is set forth in Technical Reference PUB AS No. 1.

b. Technical Specifications Packages

<u>Parameter</u>	<u>Package HC</u>
<b>Error-Free Seconds</b>	<b><u>1</u> X</b>

A channel with technical specifications package HC1 will be capable of an error-free second performance of 98.75% over a continuous 24 hour period as measured at the 1.544 Mbps rate through a CSU equivalent which is designed, manufactured,

and maintained to conform with the specifications contained in Technical Reference PUB TR-NPL-000054. Included in this offering is the framing format constraint with a D4 interface mode.

Private Line Transport Services

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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c. Channel Interfaces

The channel interface (CI) defines the bit rate that is available for a DS1 channel.

Compatible channel interfaces are set forth in Technical References PUB TR-NPL-000342 and PUB TR-NPL-000054.

d. Optional Features and Functions

The following table shows the technical specifications packages with which the optional features and functions are available.

	<u>Available with Technical Specifications Package HC-1</u>
Automatic Loop Transfer	X
Central Office Multiplexing: DS1 to Voice	X
Central Office Multiplexer Connecting Arrangement	X

(1) Automatic Loop Transfer

The Automatic Loop Transfer provides protection on a 1xN basis against failure of the facilities between a customer location and the wire center serving that location. Protection is furnished through the use of switching arrangement that automatically switches to a spare channel when a working channel fails. The spare channel is not included as a part of the option. This option requires compatible equipment at both the serving wire center and the customer premises. The customer is responsible for providing the equipment at its premises.

Private Line Transport Services

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

(2) Central Office Multiplexing

DS1 to Voice

An arrangement that provides a Telephone Company multiplexer which converts a 1.544 Mbps channel to 24 channels. The 24 channels may be used for the provision of Low Speed Data, Voice Grade, Audio Services and if properly times, Digital Data Service.

(3) Central Office Multiplexer to Multiplexer Connecting Arrangement

These arrangements allow the customer to interconnect the voice or digital data individual channels of one multiplexer to other multiplexers in the same hubbing wire center. There are five options available for the Connecting Arrangement: without signaling, with tandem signaling, with single frequency signaling conversion, DS0 to DS0 signaling and DS1 to DS1.

e. Rates and Charges

Recurring and Nonrecurring charges will be established on an Individual Case-by-Case Basis (ICB).

When DS1 Service is requested on a temporary basis for a period not to exceed six months, the one-year minimum service period is waived. Charges will be determined on a case-by-case basis. Such charges will include costs to install and remove temporary facilities furnished by the Telephone Company.

Reserved for Future Use

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

**RESERVED FOR FUTURE USE**

Point to Point Services

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

**11. POINT TO POINT SERVICE**

- A. This price list sets forth the rules, regulations, classifications and rates applicable to the telecommunications services offered by Onvoy in furnishing dedicated point to point circuits within the state of Minnesota.

**11.1 AREAS OF SERVICE**

- A. Onvoy offers service within the Qwest service areas in the counties of Anoka, Benton, Carlton, Carver, Clay, Cottonwood, Dakota, Hennepin, Jackson, Olmstead, Otter Tail, Polk, Ramsey, St. Louis, Scott, Sherburne, Stearns, Steele, Wilkin, Wadena, and Washington.

**11.2 RULES AND REGULATIONS**

- A. Explanation of Terms

"Network" means the Company's digital fiber optic-based network.

"Network Services" means the Company's telecommunications access services offered on the Company's Network.

"High Capacity Channels" over the Company's Network are furnished for full-duplex transmission of digital signals at operating speeds of 1.544 Mbps (DS1) or 45 Mbps (DS3).

- B. Scope

Network Services consist of furnishing dedicated communications service in connection with one-way or two way non-switched information transmission within the service area.

Point to Point Services

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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C. Use of Customer's Service

The customer, authorized user, or joint user is responsible for ensuring that customer-provided equipment connected to Network equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

D. Obligations of the Customer

The customer shall be responsible for making Company facilities and equipment available periodically for Company-initiated maintenance at a time agreeable to both the Company and the customer. No allowance will be made for the period during which service is interrupted for such purposes except as provided below.

E. Allowance for Interruptions

No credit shall be allowed for interruption of service of less than sixty (60) minutes duration. Interruptions in service of 60 minutes duration or more, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the customer or of an authorized or joint user, or the operation or malfunction of the facilities, power or equipment provided by the customer or authorized or joint user, will be credited to the customer for the proportionate part of the service that the interruption affects.

For purposes of this tariff, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the duration of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. No credit will exceed the total of the monthly charges incurred.

Point to Point Services

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

G. Minimum Contract Period

The minimum contract period for all services is one month unless specified otherwise.

H. The liability of Onvoy is limited as outlined in section 5.4 of this tariff.

**11.3 RATES**

A. High Capacity Channels

<b>DS-1 Service</b>	ICB
<b>DS-3 Service</b>	ICB



Doing Business As

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

**DOING BUSINESS AS**

The services listed in this section of the tariff are billed to end users under the d/b/a name in use in the customers serving area. DBA Long Distance Service is a switched interexchange message service provided by Onvoy and is available through participating DBA Marketing Agents. The terms and conditions available in Sections 1 through 11 are applicable to this section.

**12.1 DBA LONG DISTANCE SERVICE (Where Available)**

A. Flat Rate Plan Option #1

Rate Period	<u>Per minute:</u>
Day	\$.1400
Evening	\$.1400
Night	\$.1400

Volume Discount Levels

<\$25	none
\$25 to < \$50	2.5%
\$50 to < \$100	5%
\$100 to < \$250	10%
\$250+	20%

Doing Business As

PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

B. Flat Rate Plan Option #2

Rate Period	Jurisdiction	Rate Per Minute
Day	Interstate	\$0.065
Evening	Interstate	\$0.065
Night	Interstate	\$0.065
Day	Intrastate	\$0.14
Evening	Intrastate	\$0.14
Night	Intrastate	\$0.14
No volume discounts apply to this rate plan.		

- 1) DBA LONG DISTANCE SERVICE Flat Rate Plans are billed in six (6) second increments with a thirty (30) second minimum.
- 2) International calls are billed at existing International tariff rates.

C. Bundled Rate Plans:

Rate Plan	Monthly Charge	Toll Minutes included	Overage charge per MOU
60 Minute Plan	\$5.95	60 minutes	\$0.15
200 Minute Plan	\$17.95	200 minutes	\$0.15
350 Minute Plan	\$26.95	350 minutes	\$0.15
600 Minute Plan	\$43.95	600 minutes	\$0.15
1000 Minute Plan	\$73.95	1000 minutes	\$0.09

Notes on the Bundled Rate Plans

- 1) All Bundled Rate Plans include 60 second rounding for all calls, regardless of time of day.
- 2) International calls are billed at existing International tariff rates.
- 3) No volume discounts apply.
- 4) All monthly recurring charges are billed in advance and prorated (when applicable). Overage charges and international charges will be billed in arrears.
- 5) All bundled minutes are for domestic calling (includes interstate and intrastate calls within the United States.)

Doing Business As

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

D. Long Distance Monthly Charge of \$3.95 per access line per month

The Long Distance Monthly Charge applies to each access line picked to any of the DBA Long Distance Plans. This fee will not be charged to residential lifeline customers. Customers with more than five lines will be charged the maximum of five Long Distance Monthly Charges.

Reserved for Future Use

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

**RESERVED FOR FUTURE USE**

Emergency Telephone Service Transport

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

**14 EMERGENCY TELEPHONE SERVICE TRANSPORT**

Onvoy undertakes to provide DS-0 and DS-1 level transport on its network for the commission of emergency telephone services. Onvoy will provide DS-0 and DS-1 level transport subject to the availability of facilities. The County or agent thereof is responsible for the total circuit including local access and connectivity requirements necessary to complete an end-to-end 911 circuit and all diversity obligations. Onvoy requires all transmissions to be digital.

**14.1 DEFINITIONS**

- A. Access Coordination Fee (ACF)**  
A fee assessed for ordering, billing, and maintaining DS-1 level transport for the provision of emergency telephone services.
- B. Agent**  
An entity that has signed an agreement with a County to represent the County's interests in the ordering, provisioning, installation, and management of an E911 system.
- C. Central Office Connection (COC) Charge**  
The central office connection charges is assessed for cross-connects, and port charges used to provide DS-1 level transport for the provision of emergency telephone services from a Central Office to Onvoy's POP.
- D. Customer**  
The customer is the State of Minnesota and the specific County contracting for the transport service, or an agent thereof as defined. Customer does not include end users or any other party not defined above.
- E. Emergency Service, E911, or 911**  
An exchange service, which allows an end user to establish contact with a PSAP by dialing the number 911.

Emergency Telephone Service Transport

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

**F. Facility/Facilities**

Includes, but is not limited to, all equipment, cable, wiring, and conduits which are used to provide service.

**G. Mux/DACs Charge**

The Mux/DAC charge is assessed for channelizing a DS-1 to DS-0 level transport for the provision of emergency telephone services.

**H. Public Safety Answering Point (PSAP)**

The communication facility where 911 calls are answered as defined in Chapter 1215 of the Minnesota Code of Administrative Rules.

**14.2 TERMS AND CONDITIONS**

**A. Transport**

1. Onvoy provides interexchange DS-0 and DS-1 level transport between and among points within the State of Minnesota where its facilities exist and are available. Onvoy shall not provide local access, signaling, or end-to-end access coordination. DS-1 facilities transmit electrical signals at 1.544 Mbps with capability to channelize up to 24 voice frequency transmission paths. A DS-0 facility transmits digital signals at 64 k voice frequency.

**B. Acceptance of Orders**

1. Onvoy accepts orders for transport service for the purpose of supporting E911 service from the County in which the PSAP operates, or an authorized agent thereof after receipt of the appropriate authorizations.

Emergency Telephone Service Transport

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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C. Operational Obligations

1. Onvoy will furnish technical compatibility requirements for deliverable system features upon request for such requirements.
2. Onvoy will provide equipment, labor, materials and oversight necessary to maintain the Onvoy interexchange DS-0 and DS-1 portions of the 911 system.
3. Onvoy will provide status reports to the County or agent thereof when malfunctions within the Onvoy provided components occur which affect 911 system operation.
4. Onvoy will cooperate with any entity designated as the system integrator by the County or agent thereof in their approved county 911 plan.
5. Onvoy will design, implement and maintain a disaster recovery process for Onvoy provided components of 911 system.
6. Onvoy will cooperate in system testing as required to resolve identified problems.
7. Onvoy will repair equipment malfunctions when such equipment or maintenance is provided by Onvoy, upon notification from the County or agent thereof.
8. Onvoy will establish resolution time frames with the County or agent thereof.
9. Onvoy will cooperate in installation of systems with all service and data providers.

Emergency Telephone Service Transport

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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D. Billing; Payments; Late Fees

1. Onvoy will bill non-recurring charges to the County for which E911 service is provided by Onvoy.
2. Onvoy will bill monthly recurring charges to the State of Minnesota for all E911 transport service provided by Onvoy in the State of Minnesota.
3. Payment for Services provided by Onvoy are due within thirty days following the date of Onvoy's invoice to the County or State. Late fees on all amounts not paid when due will be equal to 1.5% per month of such unpaid amount, but in no event to exceed the late fees that may be charged under the laws of the State of Minnesota.

E. Use of Service

1. 911 service is provided solely for the benefit of the public served by the local governmental unit. The provision of such service shall not be interpreted, construed, or regarded as being for the benefit of, or creating any ONVOY obligation toward, or any right of action on behalf of any third person or legal entity.
2. Onvoy is providing only transport of 911 traffic, and therefore is not responsible for any end use or database equipment, service, or other items.



Emergency Telephone Service Transport

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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**14.3 LIABILITY AND INDEMNIFICATION**

- A. Onvoy's entire liability to the customer or any person for interruption or failure of 911 service shall be limited by the terms set forth in this section, the general terms and conditions section of this tariff, and in any sections of other tariffs which apply to the provision of 911 service by Onvoy. This 911 service is offered solely to assist the customer in responding to 911 calls. By providing this service, Onvoy does not create any relationship or obligation, direct or indirect, to any third party other than the customer.
- B. Onvoy shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Onvoy act or omission in the design, development, installation, maintenance, or provision of 911 service other than an act or omission constituting gross negligence or wanton or willful misconduct. However, in no event shall Onvoy's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption to service or facilities continues, after notice by the customer to Onvoy. No allowance shall be made if the interruption is due to the negligence or willful act of the customer. These limited damages shall be in addition to any credit, which may be given for an out-of-service condition.
- C. The 911 customer agrees to release, indemnify, defend and hold harmless Onvoy from claims, suits, actions, damages, costs, judgments and actions of every name and description arising out of or due to acts or omissions of the 911 customer, its agents and its employees while answering and dispatching 911 calls. The county or agent acting on behalf of the county is responsible to notify Onvoy that 911 traffic is being placed on a circuit.
- D. The 911 customer agrees to indemnify and hold harmless Onvoy for any infringement or invasion of the right of privacy of person or persons, caused or claimed to be caused by the acts or omissions of the 911 customer and their operation or use of the 911 service.

Emergency Telephone Service Transport

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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- E. Onvoy shall have no liability whatsoever to any person arising from its provision of, or failure to provide, 911 service to any subscriber to a non-regulated telephone service (e.g., shared tenant service). It is the obligation of the customer to answer, respond to, transfer, terminate, dispatch, or arrange to dispatch emergency services, or otherwise handle all 911 telephone calls that originate from telephones within the customer service area. Neither the customer nor Onvoy shall have any responsibility for 911 calls that carry foreign dial tone, whether they originate within or outside of the customer service area, or for calls originating from mobile/cellular telephones.
- F. Onvoy shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service caused or contributed to by the negligence or willful act of any person other than Onvoy, or arising from the use of customer-provided facilities or equipment.

**14.4 RATES AND CHARGES**

A. Initial Circuits

	<b>Monthly</b>	<b>NRC</b>
<b>DS-0</b> fixed	\$300.00	\$450.00
per mile	.25	
<b>DS-1</b> fixed	\$400.00	\$550.00
per mile	.35	
COC	\$ 64.00	
ACF	\$ 50.00	\$100.00
Mux/DACs	\$300.00	

Emergency Telephone Service Transport

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PRODUCT/SERVICE DESCRIPTIONS, RATES AND CHARGES - IXC RELATED

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**B. Diverse Circuits**

Circuits that have the same from and to location as initial circuit, but diverse routing is requested.

	<b>Monthly</b>	<b>NRC</b>
<b>DS-0</b> fixed	\$300.00	\$450.00
per mile	.25	
<b>DS-1</b> fixed	\$400.00	\$550.00
per mile	.35	
COC	\$ 64.00	
ACF	\$ 50.00	\$100.00
Mux/DACs	\$300.00	

# **PART III**

## **LOCAL SERVICES**

**ONVOY, LLC  
INTRASTATE TARIFF  
ISSUED: JUNE 20, 2014  
EFFECTIVE: JUNE 21, 2014**

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Definitions  
LOCAL SERVICES

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**ACCESS CODE** – A uniform five or seven digit code assigned by the Company to an individual customer. The five digit code has the form 10XXX, and the seven digit code has the form 101XXXX.

**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.

**ACCESS SERVICE** – Switched or Special Access provided to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

**ACCESS SERVICE REQUEST (ASR)** - The industry service order format used by Access Service customers and access service providers as agreed to by the Order and Billing Forum.

**ACCESS TANDEM** – A switching system that provides a concentration and distribution function for originating and terminating traffic between local switching centers and customer premises.

**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.

**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.

Definitions  

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LOCAL SERVICES

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.

CMRS – Commercial Mobile Radio Service.

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

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

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

CONNECTION CHARGE - See "Service Connection Charge".

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

CONSTRUCTIVE ORDER – Delivery of calls to or acceptance of calls from End User locations over Company switched local exchange service constitutes a Constructive Order by the Customer to purchase switched access services described herein. Similarly the selection by the End User of a Customer as the presubscribed IXC constitutes a Constructive Order of switched access by the Customer.

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.

Definitions  
LOCAL SERVICES

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**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.

**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.

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.

**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 individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to local exchange services, interexchange service, CMRS, VOIP services, or other telecommunications services provided by an Exchange Carrier, Common Carrier, Wireless Provider, VOIP Provider or other provider of services that transit the Company's facilities.

**ENTRANCE FACILITIES** – The dedicated Switched Access transport facility from the customer premise to the Company serving wire center.

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EXCHANGE - A basic geographical unit established for the administration of telephone service in a specified area, called the "Exchange Area," which usually embraces a 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 CARRIER - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provisions of local exchange telephone service.

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 LISTING - See Additional Listing.

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

FIRM ORDER CONFIRMATION - Acknowledgement by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.



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

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.

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.

LOCAL SWITCHING CENTER – The switching center where telephone exchange service customer station channels are terminated for purposes of interconnection to each other and to interoffice trunks.

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.

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

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**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.

**POINT OF INTERCONNECTION (POI)** – The demarcation point or network interface on the Company’s premises between the Company’s facilities and the Customer’s facilities.

**POINT OF PRESENCE (POP)** – Location where the Customer maintains a facility for purpose of interconnecting to the Company’s network.

**PREMISES** – The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except for railroad right-of-way, etc.).

**PRESUBSCRIPTION** – An arrangement whereby the End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User’s Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

**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.

**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.

**SIGNALING SYSTEM 7 (SS7)** – The Common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

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**SIGNALING TRANSFER POINT ACCESS** – Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

**SPECIAL ACCESS SERVICE** – Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end users, as defined in this tariff.

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

**SUBSCRIBER** - See Customer.

**SWITCH** - See Central Office.

**SWITCHED ACCESS SERVICE** – Access service to the switched network of the Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers as defined in this tariff.

**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** - A communications path connecting two switching systems in a network, used in the establishment of end-to-end communication.

**WIRE CENTER** – A building in which central offices, used for the provision of Telephone Exchange services, are located.

**WIRELESS PROVIDER** - Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

**VOIP PROVIDER** – Any individual, association, corporation, governmental agency or any other entity that is providing a voice over the Internet protocol service or other Internet protocol service. The VOIP Provider may or may not be certified to provide service by the Federal Communications Commission or a state regulatory authority.

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**16.1 GENERAL**

- A. The regulations set forth herein apply to intrastate telecommunications services and facilities furnished within the State of Minnesota by the Company, 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.

**16.2 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 services provided in this tariff may involve the resale of the Message Toll Services (MTS) and 800 services of underlying common carriers for use in accessing the services of the Company.

**16.3 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 telecommunications 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 to or responsible for 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.

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- 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.
  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.

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- C. The customer indemnifies and saves the Company harmless against any accident, injury or death caused through the use of 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 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 customer for trouble a visit charge will be made if trouble is found to be in customer provided systems.

The 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 Company facilities. The responsibility of the Company shall be limited to the furnishing of facilities suitable for exchange and message toll services and to the maintenance and operation of such facilities in a manner proper for such services; subject to this responsibility the 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 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 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 Company that such changes may affect customer provided facilities, the Company shall provide reasonable notice.

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E. Emergency Services:

The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use of E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by 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 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 Company 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.

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F. Public Safety and Customer Protection:

The Company recommends that the customers 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.

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. 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.



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16.4 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.

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 or otherwise not protected by law.

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.

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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 service, prevents another person from using 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, he will be required to take service in sufficient quantity or of a different class or grade.

I. Resale of Service

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

J. Location of Service

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

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**16.5 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.

**16.6 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 19, 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.

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**16.7 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.
- 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.

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**16.8 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.

**16.9 CREDIT POLICY**

A. Deposit and Guarantee Requirements

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

- 1) A customer, who within the last 12 months has not had 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 utility 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 Minnesota Rules.

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- 3) 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 utility shall not affect the determination by the utility 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.

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 utility, except where such bill has been discharged in bankruptcy. A utility 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 utility. The utility 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 utility to a bill when the bill has been determined by the utility to be delinquent. Each utility 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.

Interest shall be paid on deposits in excess of \$20 at the rate set by the Commissioner of the Department of Commerce as required by Minnesota Statute §325E.06. The interest rate may be found on the Department of Commerce's website at <http://www.commerce.state.mn.us>. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The utility 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.

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B. Guarantee of Payment

The utility may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the utility 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 utility, or at the guarantor's request upon 60 days' written notice to the utility. Upon termination of a guarantee contract or whenever the utility 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 utility 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.

## 16.10 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.
- 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.

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**16.11 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 received at a customer's service location.
- 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 20) 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:

300 South Highway 169  
Minneapolis, Minnesota 55426  
Phone (763) 230-2036

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 over billing of a customer occurs, due either to Company or customer error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount over billed.



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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:

Minnesota Public Utilities Commission  
Consumer Affairs Office  
121 Seventh Place East, Suite 350  
Saint Paul, Minnesota 55101-2147  
Telephone: (651) 296-0406  
Toll Free (800) 657-3782  
TTY (651) 297-1200  
Fax (651) 297-7073

## **16.12 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 twenty fifth-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 after giving a customer five (5) days (excluding Sundays and legal holidays) written notice of intention to disconnect. Written notice may be mailed or delivered by a representative of the Company. Service shall 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.

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B. Special Bills

- 1) A customer is delinquent in the payment of a special bill, as described in 11.B. preceding, when the sum due is not paid upon presentation.
- 2) When a customer is delinquent in the payment of a Long Distance bill, the Company may disconnect long distance service not sooner than five days (excluding Saturdays and Sundays) after mailing or delivery of written notice of intention to disconnect.

**16.13 RESTORAL OF TELECOMMUNICATIONS 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 20 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.

**16.14 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.

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**16.15 DIRECTORIES**

- A. The Company will furnish to its customers, without charge, the US West or other appropriate exchange carrier's directory as necessary for the efficient use of the service. Copies of other directories may be provided at a nominal charge.
- B. No liability for damages arising from errors in or on missions of directory listings, or listings obtained from the Directory Assistance operator, shall attach to the Company. In the case of additional or extra listings for which a charge is made, its liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.

**16.16 OWNERSHIP OF FACILITIES**

Telecommunications facilities furnished by the Company remain the property of the Company until transferred or abandoned or except as otherwise provided in this tariff.

**16.17 ACCESS TO FACILITIES**

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

**16.18 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.

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**16.19 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.

**16.20 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.

**16.21 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.
- 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.

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## **16.22 IDENTIFICATION OF PARTIES TO COMMUNICATIONS**

The calling party shall establish their 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.

## **16.23 LIMITING OF COMMUNICATIONS**

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

## **16.24 TERMINATION OF TELECOMMUNICATIONS SERVICE**

- A. Telecommunications 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 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 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.

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- 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. Telecommunications 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 Saturday, Sunday or legal holiday or at any time when the company's business offices are not open to the public, except when an emergency exists.

#### **16.25 DISCONNECTION OF TELECOMMUNICATIONS 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.

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- 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.
- 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.

#### **16.26 REFUSAL OF TELECOMMUNICATIONS SERVICE**

The Company may refuse to furnish telecommunications 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 their 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.

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**16.27 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.
- 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 the customer's 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.



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**16.28 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 telecommunications 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

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- 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.

**16.29 ADJUSTMENTS FOR MUNICIPALITY PAYMENTS**

- A. If at any 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.

**16.30 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). See Section 3 for the definition of the demarcation point. The demarcation point is the point where regulated access terminates.
- 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 inside wire themselves, arrange inside wire installation, removal, replacement, rearrangement or maintenance with a vendor of their choice, or request the Company to perform their service request. The Company provides maintenance and installation of inside wire on a deregulated basis.
- D. Company specific rates and charges may be obtained from the business office.

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### 16.31 JURISDICTIONAL REPORTING

- A. Jurisdictional Determinant: Interstate usage is developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communications and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication. When the Customer connects at the Company Access Tandem for traffic from an end office that is in a LATA with a Company POI, the Company's POI represents the location where such calls enter the Customer network. When a Customer connects at a Company PI, the Company POI represents the location where such calls enter the Customer network. When the Customer connects at the Company Access Tandem for traffic from an end office located in a LATA where there is no Company POI, the Company Access Tandem represents the location where such calls enter the Customer network.
- B. Jurisdictional Requirements:
- 1) The Customer must indicate a projected Percent of Interstate Use (PIU) factor by service ordered in a whole number (i.e., a number 0 – 100) when ordering Switched Access Service.
  - 2) For Switched Access Service access minutes, when the Company has sufficient information to determine the jurisdiction for the call pursuant to Section 16. 31, A, the Company will bill the call minutes of use according to that jurisdiction. The projected PIU factor will be used to apportion call minutes for which information was insufficient to determine the jurisdiction between interstate and intrastate jurisdictions.

When information is insufficient to determine the jurisdiction, and the Customer does not supply a projected PIU factor, calls will be billed using a PIU of 50 (50% interstate and 50% intrastate).

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- 3) Effective on the first of January, April, July and October of each year, the Customer shall update the intrastate and interstate jurisdictional report/PIU factors. The Customer shall forward to the Company, to be received no later than fifteen (150 calendar days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three (3) months ending the last day of December, March, June, and September, respectively, for each service arranged for interstate use. Except as set forth in the previous Subsection A where jurisdiction can be determined, the revised report will serve as the basis for the next three (3) months billing and will be effective on the bill date of the following month (i.e., February, May, August and November) for that service. No prorating or back billing will be done based on the report. If the Customer does not supply the report, the Company will assume the percentage to the same as provided in the last quarterly report. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as provided in the order for the service.

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**17. LOCAL EXCHANGE SERVICE**

**17.1 General**

1. The Local Exchange Service Rates are for service only and do not include any terminal equipment beyond the point of demarcation. 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 16 of this tariff book.
2. The rates applicable to Local Exchange Service are composed of a Line Access Rate, applicable Extended Area Service components, taxes and surcharges.
3. Extended Area Service
  - a) Establishment and discontinuance of EAS will be contingent upon Commission authorization.
  - b) EAS is a premium-type service offering made by the Company to certain exchanges, under specific conditions. The Extended Area Service rate component, where applicable, is included in the Local Exchange Service Rate.
4. Taxes
  - a) 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 16).

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5. Surcharges

- a) The total monthly charges will include amounts to be collected for the Telephone Assistance plan (TAP), the Telecommunications Access Minnesota (TAM) program, the 911 program and the state surcharge on 900/976 calls originating in Minnesota.

<u>Class of Service</u>	<u>Monthly Rates</u>	<u>Non-recurring Charge</u>	
Metro Minneapolis/St. Paul			
Basic Business Line	\$38.96		43.11
Dual Service (Business)	\$0.00		16.20
Business Private Branch Exchange Trunks (PBX) (Flat Rate)			
			<u>Monthly</u>
	<u>Non-recurring Charge</u>	<u>Outstate</u>	<u>Metro Area</u>
Two-Way Trunk	\$ 43.11	\$ 32.73	\$ 40.68
Inward Trunk	\$43.11	\$32.73	\$40.68
Inward Trunk used w/ DID service	\$43.11	\$36.34	\$44.28
Outward Trunk	\$43.11	\$32.73	\$40.68
Two-Way, Four Wire	\$43.11	\$68.40	\$68.40
DID Digital Trunk Facility (One Way)	\$85.00		\$29.00
DID Digital Trunk Facility (Two Way)	\$85.00		\$21.05
Analog Inward DID Trunk Facility	\$43.11		\$40.68
Inward DID trunk circuit termination	\$76.50		\$18.95
PRI Trunk Facility	ICB	ICB	ICB

All rates are billed in advance. Payment for service is due when the statement is rendered. A minimum of 12 trunks must be active on a T1 facility.

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**19.1 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 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.

**C. Rates**

1. Call Tracing Setup -
  - a. During Normal Business Hours    Applicable Service Order Charges
  - b. Outside of Business Hours        Applicable Service Order Charges
2. Extension of Call Tracing period at request of investigative or law enforcement agency    No Charge

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

## 19.2 CUSTOM CALLING FEATURES

### A. General

1. The specific custom calling features available are:
  - a. Call Forwarding Busy – allows the customer to have incoming calls forwarded automatically to another number if the call number is busy.
  - b. Call Forwarding Don't Answer – allows the customer to have an incoming call forwarded automatically to another number if the customer does not answer after a preset number of ringing cycles.
  - c. Call Forwarding Busy / Don't Answer – allows the customer to have incoming calls forwarded automatically to another number if busy or if customer does not answer after a preset number of rings.
  - d. Call Forwarding Variable – permits the automatic redirection of incoming calls to any alternate telephone number. The alternate telephone number is selected by the customer each time this feature is activated.
  - e. Call Transfer – allows a customer to transfer calls to another location
  - f. Call Waiting – provides a signal to a customer who is talking on his / her line, that another call has been placed on the line. The customer may, by switchhook operation, hold the first call, answer the second, and return to the first or converse alternately with both.
  - g. Caller Identification (ID) with Name and Number – allows for the automatic delivery of a calling party's name and telephone number to the called customer which gives the called customer an opportunity to decide whether to answer the call or not. The name and number are displayed with the calling telephone number shall be the name and telephone number from the Company's records. The Company cannot assure name accuracy and is not liable for errors, omissions or mistakes.

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- h. Caller ID with Number – allows for the automatic delivery of a calling party’s telephone number (including non-published and non-listed telephone numbers) to the called customer, which gives the called customer the opportunity to decide whether to answer the call or not. The telephone number is displayed on customer premise equipment.
- i. Continuous Redial – allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature redials the called number for a limited period of time. A distinctive ring alerts the customer when the called number becomes available.
- j. Directed Call Pick-Up – allows a customer to answer a call, during the ringing cycle, which is directed to another line by dialing a preset access code and the telephone number of the line to be answered.
- k. Executive Busy Override – allows a customer to answer a call directed to another line, which has been answered by dialing a preset access code and the telephone number of the line answered.
- l. Last Call Return – allows a customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not.
- m. Speed dialing 8 numbers – permits placing local and message toll calls to 8 telephone numbers by dialing an abbreviated code.
- n. Speed dialing 30 numbers – permits placing local and message toll calls to 8 telephone numbers by dialing an abbreviated code.
- o. Three Way Calling – permits adding a third party on an existing call.
- p. Call Hold – allows a customer to put any call on hold.

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**B. Business Rates**

	<u>Install Charge</u>	<u>Monthly Rate</u>
1. Call Forwarding – Busy Line Expanded	\$ 9.00	\$ 2.70
2. Call Forwarding – Busy Line External	9.00	2.70
3. Call Forwarding – Busy Line Overflow	9.00	3.60
4. Call Forwarding – Busy Line Programmable	9.00	4.95
5. Call Forwarding – Busy / (External) Don't Answer	9.00	4.50
6. Call Forwarding – Busy / (Overflow) Don't Answer	9.00	4.95
7. Call Forwarding – Busy / Don't Answer Expanded	9.00	4.50
8. Call Forwarding – Don't Answer	9.00	2.70
9. Call Forwarding –Don't Answer Expanded	9.00	2.70
10. Call Forwarding –Don't Answer Programmable	9.00	4.05
11. Call Forwarding – Variable with No Call Completion Option	9.00	0.00
12. Call Forwarding Variable	9.00	4.19
13. Call Transfer	9.00	4.50
14. Call Waiting	9.00	4.19
15. Caller ID – Name and Number	9.00	7.15
16. Caller ID – Number	9.00	6.75
17. Continuous Redial	9.00	3.15
18. Directed Call Pick-up	9.00	.90
19. Executive Busy Override	9.00	.90
20. Last Call Return	9.00	2.70
21. Speed Calling – 8	9.00	2.70
22. Speed Calling – 30	9.00	3.15

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	<u>Install Charge</u>	<u>Monthly Rate</u>
23. Three Way Calling	9.00	4.05
24. Call Hold	9.00	.90
25. Abbreviated Access One Digit - Each line arranged	9.00	0.45
26. Abbreviated Access One Digit - Each shared speed call list	9.00	18.00
27. Abbreviated Access Two Digit - Each line arranged	9.00	0.45
28. Abbreviated Access Two Digit - Each shared speed call list	9.00	27.00
29. Dial Call Waiting	9.00	1.94
30. Dial Lock	9.00	3.56
31. Direct Call Pick up w/Barge In	9.00	0.90
32. Direct Call Pick up	9.00	0.90
33. Six Way Calling	0.00	0.00
34. Wireless Extension	9.00	4.46
35. Call Manager	9.00	17.96
36. Call Manager W/Call Waiting	9.00	17.96
37. Call Manager W/Caller ID	9.00	17.96
38. Call Waiting/Call Forward Variable	9.00	6.75
39. Call Waiting/Speed Call 30	9.00	5.85
40. Call Waiting/Speed Call 8	9.00	5.40
41. Call Waiting/Three way calling	9.00	6.75
42. Call Fwd. Variable Speed Call 30	9.00	5.85

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	<u>Install Charge</u>	<u>Monthly Rate</u>
43. Call Fwd. Variable Speed Call 8	9.00	5.40
44. Call Fwd. Variable Three Way Calling	9.00	6.75
45. Speed Call 30/Three Way Calling	9.00	5.40
46. Speed Call 8/Three Way Calling	9.00	4.95
47. Call Waiting/Speed Call 30/Call Fwd. Variable	9.00	9.45
48. Three Way Calling/Speed Call 30/Call Fwd. Variable	9.00	9.00
49. Call Waiting/Speed Call 30/Call Fwd. Variable	9.00	9.00
50. Speed Call 30/Call Waiting/Three Way Calling	9.00	9.00
51. Speed Call 8/Call Waiting/Three Way Calling	9.00	8.55
52. Speed Call 8/Call Waiting/Call Fwd. Variable	9.00	8.55
53. Call Waiting/Call Fwd. Variable/Three Way Calling	9.00	10.35
54. Speed Call 30/Call Waiting/Three Way Calling/Call Fwd Variable	9.00	12.60
55. Speed Call 8/Call Waiting/Three Way Calling/Call Fwd Variable	9.00	12.15
56. Custom Ringing – 1 <sup>st</sup> Additional Number	9.00	6.71
57. Custom Ringing – 2 <sup>nd</sup> Additional Number	9.00	4.73
58. Custom Ringing – 3 <sup>rd</sup> Additional Number	9.00	4.73
59. Distinctive Alert	9.00	0.90
60. Long Distance Alert (2)	0.00	0.00
61. Do Not Disturb	9.00	3.56
62. No Solicitation	9.00	6.26
63. Priority Call	9.00	3.15

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**C. Conditions**

1. The initial service period for all features is one month.
2. Rates above are in addition to regular local service rates.
3. Transmission on calls forwarded and three-way calling may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.
4. A single installation charge will apply when a customer adds one or more features at one time.

**19.3 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. The rates below apply for calls to Directory Assistance of 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.
3. 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.

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**B. Rates**

1. The charge for each direct dialed call to Directory Assistance is \$.95.
2. Requests placed through the operator when normal Directory Assistance service is available 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 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 Company's acceptance of that form.

**19.4 DIRECTORY LISTINGS**

**A. General**

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

**B. Rates**

1. Business

	<u>Install Charge</u>	<u>Monthly Rate</u>
1. Additional listing, per listing	9.00	5.40
2. Alternate Listing, each	9.00	5.40
3. Unlisted service, per listed	15.00	2.45
4. Nonpublish service, per listing	15.00	1.15
5. Foreign Listing, each	9.00	5.40
6. Informational Listing	9.00	5.40
7. Listing Change	9.00	0.00
8. Temporary Listing	9.00	5.40
9. Cross Reference Listing, each	9.00	1.35

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**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 service for persons who occupy the same premises at the rates shown above (See Joint User Service).
3. Unlisted service is the omission of a customer's listing from the telephone directory only. It may be obtained from the information operator.
4. Nonpublish service is the omission of a customer's listing from both the telephone directory and information records.
  - a. When nonpublish service is to be furnished, the customer will hold the Company harmless from any damages which might arise, and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the nonpublished listings.
  - b. The rate for a nonpublish service is specified in B. above.
  - c. No charge will apply to nonpublished numbers for customers having other listed services.

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5. The charge for additional, alternate, unlisted or nonpublished listings begins on the day the information records are posted.
6. 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.

### **19.5 EMPLOYEES' TELEPHONE SERVICE**

#### **A. General**

Employees' Service is offered to all permanent officers, agents, or employees at their residence telephones within the Company's service area.

#### **B. Rates**

1. Employees may receive discounts on services at the discretion of the Company.
2. No charge will be made for installations, moves, or changes associated with employees' service.

### **19.6 LINK-UP SERVICE CONNECTION PROGRAM**

#### **A. Benefits**

The Link-Up Service Connection Program is a federally sponsored lifeline assistance program designed to make telephone service accessible to low-income residential households who are currently not on the public switched network. Through this program, the service connection charge for the initial installation of the main access line, as described in Section 20, page 1, paragraph B, will be discounted to the applicant at a rate of 50 percent, not to exceed \$30.00. (The remaining portion of the service connection charge may be installment billed in equal increments.)

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**B. Eligibility Requirements**

1. An applicant is not eligible if claimed as a dependent for Federal Income Tax purposes, unless the applicant is more than sixty years old. The applicant may self certify this requirement.
2. An applicant may defer payment of the service connection charges. Payment may be deferred up to 12 months with a payment schedule of equal payments for up to \$200.00 assessed for commencing service. Interest will not be charged on deferred payments. These charges do not include any permissible security deposit requirements.
3. Applicant meets income requirements under criteria “3” or “4” below.
4. Applicant can show current participation in one of the following assistance programs to the applicant’s local exchange company:
  - Minnesota Family Investment Plan (MFIP)
  - Medical Assistance
  - General Assistance
  - Minnesota Supplemental Aid
  - Food Stamps
  - Refugee Cash Assistance or Refugee Medical Assistance
  - Energy Assistance; or
  - Supplemental Security Income.

Proof of eligibility must accompany the completed application form. Proof of eligibility can be made either in person at the Company's business office or by mailing a copy of the applicant's proof of participation and enclosing that with a completed application to the Company's business office.

5. Applicant can show household income level of 150 percent or less of the federal poverty level. Household income is defined as total gross income from all sources for all members of the applicant's household.

The applicant must show verification of income requirements by showing previous calendar year's completed federal tax return(s) or proof that their household income level was below the federal level necessitating they file a tax return for the previous calendar year.

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Applicants who wish to qualify for Link-Up on the basis of criteria “2” must submit the completed application and proof of income to:

Minnesota Public Utilities Commission  
Consumer Affairs Office  
Metro Square Building  
121 Seventh Place East, Suite 350  
St. Paul, MN 55101  
(651) 296-0406  
(800) 657-3782 (Toll Free)  
consumer.puc@state.mn.us

The Consumer Affairs Office of the Minnesota Public Utilities Commission will be responsible for notifying the appropriate Company in writing of any applicants who qualify.

**C. Eligibility Determination**

1. In determining an applicant’s eligibility, the eligibility criteria “1” through “5” listed above need to be fulfilled.
2. Applicants will be able to self-certify criterion “1”.
3. Criterion “4” must be certified by the applicant’s local exchange company.
4. If applicant cannot be certified under criterion “4” because applicant can not demonstrate participation in at least one of the assistance programs listed above, criterion “5” must be certified by the Consumer Affairs Office of the Minnesota Public Utilities Commission.
5. The Consumer Affairs Office of the Minnesota Public Utilities Commission will be responsible for notifying the appropriate local exchange company in writing of any applicants who qualify under criterion “5”.

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**D. Credit and Collections**

1. Credit Reference

Credit verification procedures used for all applicants who apply for service with the Company will also be used for applicants who apply for service under the Link-Up program.

2. Deposits

The deposit standards used for all applicants who apply for service with the Company will also be used for applicants who apply for service under the Link-Up program.

3. Collection Standards

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

**19.7 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 six classes of local operator service offered: Operator Handled Calling Card Call, Machine Handled Calling Card Calls, Operator Station to Station Calls, Person to Person Calls, Busy Line Verification and Busy Line Interrupt.

a. Operator Handled Calling Card Call

For a completed calling card call that was dialed 0+ where the operator enters the calling card number.

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b. Machine Handled Calling Card Call

For each completed call that was dialed 0+ where the customer entered the required information, such as calling card number.

c. Operator Station-to-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.

d. 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 to a third number.

e. Busy Line Verify

Customer requested operator assistance in determining if called line is actually busy or out of service.

f. Busy Line Interrupt

Calls wherein the customer requests the operator to interrupt conversation on a busy line and gives a message to the person whose line is interrupted.

g. Operator Assistance

Charge for 0 – calls that turn into incomplete 0 + toll calls.

h. Operator Connection to Directory Assistance

Charge for each operator placed call to Directory Assistance.

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.

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**B. Rates**

	<u>Minnesota</u> <u>Charge Per Call</u>	
Operator Handled Calling Card Call	\$ 2.00	
Machine Handled Calling Card Call	\$1.00	
Operator Station-to-Station Call	\$1.00	
Person to Person Call	\$2.79	
Busy Line Verify	\$3.00	
Busy Line Interrupt	\$5.00	
Operator Assistance	\$.35	
Operator Connection to Directory Assistance	\$.40	
Complete-a-Call	\$.35	
Local Collect Call	\$1.70	
	<u>Install</u>	<u>Monthly</u>
	<u>Charge</u>	<u>Rate</u>
<b>INTERCEPT – EXTENDED DURATION</b>		
Business – per number – after 12 months, per month	\$0.00	\$16.65
PBX/DID per number – after 12 months, per month	0.00	16.65
<b>INTERCEPT - SECOND AND SUBSEQUENT ADDITIONAL LINE</b>		
PBX/DID per number – 12 months	13.86	0.00
Per system	80.55	0.00
Business – per number – 12 months	21.15	0.00
<b>SPLIT NUMBER REFERRAL</b>		
Business per line per month	0.00	52.65
PBX, DID per number, per month	0.00	52.65

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.

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

**A. Regulations**

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

**B. Description**

DID service is an optional feature which can be purchased in conjunction with Company provide analog Business trunks or Digital Trunks. DID service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number.

**C. Rates**

		<u>Charges</u>	
		<u>Non-Recurring</u>	<u>Monthly</u>
A. DID Number Charges			
1.	Group of 20 line numbers assigned	\$10.00	\$3.50



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## **19.9 900 BLOCKING SERVICE**

### **A. General**

900 Blocking Service provides 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. Rates and Charges**

1. The 900 Blocking Service for 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.

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**19.10 HUNTING SERVICE**

**A. General**

Hunting Service is an optional arrangement available to customers with two or more business lines at the same location. Where facilities permit, lines are arranged so that incoming calls to a busy line overflow to another line in the hunting arrangement.

Hunting starts with the called line and tests for busy on each line in a prearranged group until either an idle line is found or the end of the group is reached.

**B. Terms and Conditions**

1. Hunting Service is provided subject to the availability of central office facilities.
2. The rates for hunting services are in addition to the rates for basic business exchange access lines.
3. Hunting is not offered between grades or classes of service, e.g., business to residence.

**C. Rates and Charges**

	<u>Non-Recurring</u> <sup>(1)</sup>	<b>Monthly</b>
Hunting per Line	\$ 9.00	\$ 3.60
Circular Hunting	9.00	2.70
Hunting – preferential hunting, per line	9.00	0.90
Charges to rearrange per line (see Note 2)	9.00	-

Notes:

(1) Only one non-recurring charge applies, per line, when hunting services are installed at the same time, regardless of the number of arrangements on the line.

(2) One rearrangement charge applies per line, to rearrange existing hunting arrangements.

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**19.11 CUSTOMIZED/SAME NUMBER SERVICE**

**A. General**

1. Customers may request assignment of specific telephone numbers. If the telephone number or numbers requested by the customer is available, the Company may assign the number to the customer.
2. The Company reserves and retains the right:
  - a. To discontinue, change or reassign telephone numbers in any exchange area whenever it deems it necessary or appropriate in the conduct of its business, or in accordance with the rules and procedures of the Company. If this should occur, the Customized/Same Number Service Charge will not be refunded to the customer.
  - b. To reject any request for specific telephone numbers and to refuse requests for specific numbers for any reason, including, but not limited to, numbers that may, in the Company's sole opinion, be offensive to good taste, limited central office capacity, or relocation of a central office.
  - c. To prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this tariff.

**B. Terms and Conditions**

1. The Customized Number Service charge applies whenever a customer:
  - a. Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
  - b. Requests a number change from their present number to a customized telephone number.

2. The Same Number Service charge applies whenever a customer:

Requests assignment of the same telephone number that had been previously assigned to the customer prior to termination.

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3. The Same Number Service charge does not apply whenever a customer:
  - a. Requests assignment of the same telephone number that had been previously assigned to the customer within three months of termination.
  - b. Requests assignment of the same telephone number that had been previously assigned to the customer after 12 months of termination. In such requests, the Customized Number Charge will apply.
4. The Company shall not be liable to any customer for direct or indirect or consequential damages caused by a failure of service, change of number or assignment of a requested number to another customer whether prior to or after establishment of service. In any case the Company shall not be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for the Customized/Same Number Service.
5. The Company will not begin the specific number search until the signed Customized Number Service Agreement has been received.

**C. Rates and Charges**

	<u>Non-Recurring Charge</u>
● Each Customized Telephone Number requested and placed in service -Business	400.00
● Each Same Telephone Number requested and placed into service (between 4 and 12 months after termination)- Business	75.00

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**19.12 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**

Basic Business 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 issued 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.

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**19.13 TELECOMMUNICATIONS ACCESS MINNESOTA PROGRAM (TAM)**

**A. 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.

**B. Eligibility for Communications Devices**

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

1. At least five years of age;
2. Communication impaired;
3. A resident of the state;
4. 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
5. A resident in a house that has service or that has made application for service and has been assigned a telephone number.

**C. 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 Company providing service shall at the direction of the administrator of the program install necessary outside wiring without charge.

**D. Regulations**

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

**E. 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.

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**F. Rates**

Monthly Charge

TAM Surcharge

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\*\* 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 the appropriate government agency.

**19.14 LIFELINE AND MINNESOTA TELEPHONE ASSISTANCE PLAN**

**A. Definitions.**

Lifeline is the local service offering that is available to low income customers, for which such customers pay reduced charges as a result of the federal support described in 47 CFR § 54.403 and Sections 6 and 7 below, and that includes the services required to be provided for federal universal service support eligibility under 47 C.F.R. § 54.101. The Telephone Assistance Plan (TAP) provides for additional state credits against the recurring monthly rates for the provision of local residential service for eligible residential customers.

**B. Eligibility for the Federal (FCC) Lifeline Credit.**

1. To qualify for the federal Lifeline credit the customer must be currently eligible for:
  - Medical Assistance (MA);
  - Food Support (food stamps);
  - Supplemental Security Income (SSI);
  - Federal public housing assistance;
  - Low-Income Home Energy Assistance Program (LIHEAP); or
  - Minnesota Family Investment Program (MFIP).

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2. Individuals who do not qualify under any of the requirements in #1 above, but live on a federally recognized reservation may qualify if the applicant signs a document certifying under penalty of perjury that the applicant receives benefits from at least one of the following programs:
  - Bureau of Indian Affairs General Assistance;
  - Tribally Administered Temporary Assistance for Needy Families;
  - Head Start (only for those meeting its income qualifying standard); or
  - National School Lunch Program's free lunch program.
3. Eligibility will be established by the Company obtaining from a customer a document signed by the customer certifying under penalty of perjury that the customer receives benefits from one of the above programs and identifying the program or programs from which the customer receives benefits. On the same document, a qualifying low-income customer must also agree to notify the Company if the customer ceases to participate in the program or programs.
4. When the Company is notified by the customer that the Customer no longer participates in such a program, the federal and state 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.
5. Certification Revocation: If the Company discovers that conditions exist that disqualify the recipient of Federal Lifeline and/or TAP Credits, local service will be billed at the full rate. The customer will be billed retroactively to whichever is the most recent month of the dates Federal Lifeline and/or TAP assistance commenced or the recipient no longer qualified for the service not to exceed 12 months.



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**C. Eligibility for the State TAP Credit.**

1. The state TAP credit is only available to residential customers who meet the eligibility requirements for the Federal Lifeline Credit in Section B above.
2. The customer must reside in Minnesota or have moved to Minnesota and intend to remain; and

**D. Application of the Federal Lifeline and State TAP credits.**

1. State TAP Customers Eligible for Federal (FCC) Lifeline - These customers eligible for a credit of \$2.50 per month.
2. Customers Eligible for Lifeline- These customers should receive a credit of \$6.10 per month from the FCC Lifeline program. The federal Lifeline credit shall be applied first to reduce the federal End-User Common Line Charge, with any remaining federal credit to be applied to reduce rates for residential service meeting the qualifications of 47 C.F.R. Section 54.101.

**E. Regulations**

1. The federal Lifeline and state TAP credit will begin at the customer's earliest possible billing cycle but no later than the second billing cycle after the date the application for the federal Lifeline and state TAP credit is received by the Company.
2. A Service Charge shall not be billed to establish qualification for either the federal Lifeline or state TAP credit.
3. When a customer enrolls for the state TAP credit, the Company is reimbursed for the cost of the service order activity.

**F. Funding**

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

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**G. Rates**

	<u>Monthly Rates</u>
State TAP Surcharge	**
Telephone Assistance Plan Credit: State Credit	\$2.50

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

**19.15 TOLL RESTRICTION SERVICE**

**A. General**

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

**B. Rates**

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
960 Block	\$0.00	\$0.00
976 Block	0.00	0.00
Blocking Dial Around Long Distance	0.00	7.20
Toll Block – Domestic	0.00	4.50
Toll Block – 900 Block	0.00	0.00

**C. Conditions**

1. The customer shall not be permitted to place all calls beginning with a 1, 10XXX, or 011 numbers. Telephone lines can still receive incoming toll calls and can be used to call toll-free numbers (1-800 or 1-888), operator assisted collect or third party calls, and calling card calls.
2. Incoming calls are not restricted.

\* See applicable service charges.

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**19.16 CUSTOM LOCAL AREA SIGNALING SERVICES (CLASS)**

**A. General**

1. Custom Local Area Signaling Services (CLASS) consist of a group of features individually described under Section B. which allow customers to efficiently manage the communications over their exchange access lines. This call management is possible only where the calling party's telephone number can be delivered from the central office serving the called party. CLASS features are optional services offered in addition to regular exchange service.
2. CLASS features are available to business customers subject to the availability of Central Office equipment and facilities.
3. To use Custom Local Area Signaling Services, customers must dial a Company designated activation code (except caller I.D.).
4. CLASS features will be functional under the following conditions:
  - a. When both the originating customer and the terminating customer are served from the same central office.
  - b. When both the call originating customer and the call terminating customer are served from different central offices equipped for CLASS and are linked by appropriate facilities.
5. Custom Local Area Signaling Services may not function when calls originate from or terminate to equipment not suitably equipped for Custom Local Area Signaling Services.
6. The Company shall not be liable for any loss or damages arising out of error, interruptions, defects, failure, or malfunctions of CLASS services or equipment. Damages arising out of such interruptions, defects, failures, or malfunctions of the services after the Company has been notified, and has reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service affected for the period following notice from the customer until service is restored.

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**B. Feature Descriptions**

1. Call Trace: Enables the customer to initiate a trace of the last incoming call completed by dialing an activation code immediately after terminating the call. The Company's equipment will record the telephone directory number, date, and time of the call. The results of the trace will not be provided to the customer directly. Customers must contact the Sheriff's office or the Company to continue the investigation.
2. Continuous Redial: Enables the customer to automatically redial the last outgoing telephone number.
3. Caller I.D.: Allows the customer to receive the calling party's directory number on incoming calls. A caller I.D. Display Device (an unregulated service, not included in this filing) is required to display the calling party's telephone number.

Customers (both those subscribing to Caller I.D. and those not subscribing to Caller I.D.) may prevent the display of their directory number by activating Caller I.D. Blocking immediately prior to making a call. Caller I.D. Blocking is available to all customers on a per call basis at no charge.

4. Last Call Return: By dialing an activation code, a customer directs the switch to recall the directory number of the last incoming call to the customer's set. At this time, the customer hears the directory number of the call prior to deciding whether or not to recall the number. If the call has been blocked, the customer will hear a recording indicating the caller is "Private" or "Anonymous." At no time, however, will any indication be given to the customer returning the last call as to the identification of the party who placed the last call. If the called station is busy, the system scans the called line for an idle condition. The scan continues for 30 minutes or until completion or cancellation. The calling station receives a distinctive ring when the called station is idle. Call setup is performed when the calling customer answers the ringing. This feature will not work on 800 or 900 prefixed numbers, international calls, calls to a number with call forwarding active or lines with a non-unique directory number. Only the last incoming call can be returned. To use per call blocking on a call placed using Last Call Return, the customer must activate the per call blocking prior to activating the Last Call Return.

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5. Anonymous Call Rejection: Will be provided to all customers of caller identification at no charge and in the inactive state. While the feature is activated, incoming blocked calls are routed to an announcement in the central office that will indicate that the called party has chosen to reject blocked calls and the call will not be completed.
6. Distinctive Ringing - Allows the customer to define a list of up to 15 numbers which will have a distinctive ring pattern or distinctive call waiting tone (if the customer has call waiting) based on the caller's telephone number. Any incoming call not specified on the list or that cannot be identified will be treated as a normal phone call.

**C. Feature Availability**

CLASS features require Signaling System 7 to function. Therefore, the offering of these features are restricted to those central offices properly equipped.

**D. Regulations**

1. Customers to any CLASS feature are prohibited from selling any data collected or otherwise acquired through the use of these services. Sale of such information could be a violation of Minnesota statute 626A relating to the Privacy in Communications Act.
2. Customers are responsible for providing premise equipment that is compatible with the feature(s) desired. The Company is not responsible for the compatibility of customer purchased products from other vendors.
3. The Company is not responsible for damages arising from unsuccessful attempts to trace a call.
4. A one-month minimum charge applies to these services.

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**E. Rates and Charges**

1. The rates and charges apply in addition to the established rates and charges for associated services.

A. Business

	<u>Business Install</u>	<u>Per Use Charge</u>	<u>Business Monthly Charge</u>
Call Trace	\$ N/A	\$1.00	\$N/A
Continuous Redial	9.00	N/A	7.16
Caller ID – Name and Number	9.00	N/A	6.75
Caller ID – Number	9.00	N/A	6.75
Last Call Return	9.00	N/A	2.70
Distinctive Ringing	9.00	N/A	2.70
Anonymous Call Rejection	0.00	N/A	0.00
Caller ID with Privacy +	9.00	N/A	9.86
Continuous Redial	9.00	N/A	3.15
Last Call Return	N/A	0.75	N/A
Remote Access Forwarding	9.00	N/A	6.84
Scheduled Forwarding	9.00	N/A	7.74
Selective Call Forwarding	9.00	N/A	3.15
Business Call Rejection	9.00	N/A	4.05
Continuous Redial	N/A	.75	N/A

- (a) Per trace attempt successfully completed and turned over to law enforcement authorities.

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## 19.17 CALLING NUMBER DELIVERY BLOCKING

### A. Feature Description

1. Calling Number Delivery Blocking: Allows customers to control whether or not their directory number is displayed to the next party that they call. A customer to this service can dial an access code to change their permanent privacy indicator for the next phone call.

Operator and 9-1-1 services take priority over calling number delivery blocking. The code for this feature must be dialed prior to either Continuous Redial or Last Call return or the calling directory number will be displayed on the terminating end.

### B. Feature Availability

CLASS features require Signaling System 7 to function. Therefore, the offering of this feature is restricted to central offices properly equipped.

### C. Regulations

1. This service is only available on all lines where technically feasible.
2. Per-call blocking is available to all customers. There are no recurring or nonrecurring charges associated with per-call blocking. Customers do not have to subscribe to Caller I.D. to use per-call blocking.
3. Line blocking is not available to business customers unless the customer has a demonstrated need. Business customers must show that inadvertent disclosure of the caller's number will risk harm to the caller, other persons, or property. Demonstration of need is waived for the following types of business customers:
  - a. Law enforcement agencies,
  - b. shelters for battered persons,
  - c. government agencies engaged in undercover operations.

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Other business customers are required to submit written documentation describing their need for this service. The Company will review the documentation and issue a decision within a reasonable period of time. The Company will base its decision on historical precedent, nature of the customer's business, public policy and other pertinent criteria. The customer may appeal an unfavorable decision in writing to the Minnesota Public Utilities Commission. There are no recurring or non-recurring charges associated with this feature for business customers with a demonstrated need.

**D. Rates and Charges**

	<u>Monthly</u>	<u>Installation</u>
1. Call Blocking Rates		
a. Per Call	\$0.00	(a)
b. Per Line:		
Business with		
Demonstrated Need	\$0.00	(a)
c. Anonymous Call Rejection	\$0.00	(a)

(a) No service charge applies.

**E. Rate Regulations**

1. There will be no nonrecurring fee for line blocking.
2. Monthly rates are in addition to regular local service rates.
3. Anonymous Call Rejection will be provided at no charge to all business customers who have subscribed to the Caller ID feature.



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**19.18 VOICE MAIL SERVICES**

**A. Description**

The Company's voice mail service has the capability to answer incoming calls placed to a customer's telephone number when the called number is busy or not answered. This service will play to callers a personalized greeting and allow callers to leave a message. Customers can retrieve messages left for them from any touch tone telephone. Customers are notified they have a message by an audible message waiting tone (i.e., stutter dial tone) or where available message waiting visual. Voice mail service comes in several different options.

**B. Business Rates:**

	<u>Business Install</u>	<u>Business Monthly Rate</u>
Message Waiting Indicator A/V	\$11.70	\$0.99
Message Waiting Indicator Aud.	9.00	0.23
Mailbox	9.00	11.48
Additional message capacity – 50	9.00	2.70
Call router traffic study, per menu selection	9.00	4.50
Call router traffic study, per menu selection add or change	35.10	0.00
Extension Mailbox	9.00	4.50
Add or change to mailbox or feature	9.00	0.00
Additional message capacity – 100	9.00	5.40
Call routing mailbox	9.00	2.70
Call routing PBX to number	9.00	10.80
Listen only mailbox	9.00	17.96
Message notification	9.00	2.70
Scheduled greetings	9.00	2.70

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## 19.19 Digital Switched Service

### A. Description

Digital Switched Service (DSS) provides digital exchange service for PBX customers. DSS includes a DSS facility, common equipment, local exchange switching and flat usage trunks for access to the local exchange and toll networks. Each DSS 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. DSS 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 Mbps, and the common equipment necessary to interface each of the 24 channels into the central office switch. The DSS signal provided to the customer's premises will be at the DS1 level and will have a loss not greater than 16.5 dB.

#### 2. DS3 Service

A channel for point-to-point, two-way, digital transmission at a rate of 44.736 Mbps. A maximum of 28 DSS facilities may be provisioned on DS3 Service.

#### 3. Fiber Optic Facility

The DSS facility may be provided, at the customer's request, via a fiber optic facility between the Company's central office and the customer's premises.

#### 4. Basic Trunks

- a. In-Only Trunk: One-way trunk which only allows traffic from the central office switch to be transmitted to the PBX.
- b. Out-Only Trunk: One-way trunk which only allows traffic originating in the PBX to be transmitted to the central office switch.

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- c. Two-Way Trunk: Trunk which allows for traffic to be transmitted from either the central office or the PBX.
5. Advanced Trunks
- a. In-Only Trunk with DID: In-only trunk with Direct-Inward-Dialing (DID) feature. Requires a DID trunk circuit termination.
  - 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's PBX when a PBX 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. DSS is provided subject to the availability of central office and loop facilities.
- 2. The type of DSS facility installed will be determined by the Company. Rates for service will set on an individual case basis (ICB) to account for length of DSS facility to serve the customer.
- 3. Each DSS facility enables the customer to install up to a maximum of 24 trunks per DSS facility.
- 4. The minimum service period for DSS service is one year. Service is available for longer term commitments.
- 5. Customers are required to provide muxing/demuxing, at the customer premises, for analog trunks riding the DSS facility.
- 6. The DSS facility and common equipment for all advanced trunks may be provisioned on an existing DS3 facility.

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**D. Rates**

	<u>Non-recurring Monthly Charge</u>	<u>Recurring Monthly Charge</u>
<b>Digital Switched Service – facility &amp; Common equipment</b>		
All basic or combo	ICB	ICB
All advanced trunks	ICB	ICB
<b>DSS Basic trunk</b>		
In only	ICB	ICB
Out only	ICB	ICB
Two way	ICB	ICB
<b>DSS Advanced trunk</b>		
In-only with DID	ICB	ICB
Out only with Answer Supervision	ICB	ICB
Two way, DID & Answer Supervision	ICB	ICB

**19.20 LOCAL E911 SERVICE**

**A. Description**

Enhanced 911 service allows end users to reach the appropriate emergency services by dialing “911”. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller.

**B. Terms and Conditions**

1. Onvoy will provide DS-0 level transport on its network for the provision of E911 emergency telephone services. Onvoy is responsible for the total circuit including local access, signaling, end-to-end access coordination and connectivity requirements necessary to the designated selective call router. DS-0 facilities transmit digital signals at 64k voice frequency transmission paths.

General Services

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2. Onvoy will bill non-recurring charges to the County for which E911 service is provided by Onvoy. Onvoy will bill the monthly recurring charges to the State of Minnesota for all local E911 services provided and approved. Payments for services provided by Onvoy are due within thirty days following the date of Onvoy's invoice to the County or the State. Late fees on all amounts not paid when due will be equal to 1.5% per month of such unpaid amount, but in no event to exceed the late fees that may be charged under the laws of the State of Minnesota.

**C. Rates**

<b>Rate Element:</b>	<b>Monthly Charge:</b>	<b>Non-Recurring Charge:</b>
<b>Local DS0</b>	<b>\$60.00</b>	

**D. Liability**

1. Onvoy's entire liability to the customer or any person for interruption or failure of 911 service shall be limited by the terms set forth in this section, the general terms and conditions section of this tariff, Section 14 of this tariff and in any sections of other tariffs which apply to the provision of 911 service by Onvoy. This 911 service is offered solely to assist the end user in responding to 911 calls. By providing this service, Onvoy does not create any relationship or obligation, direct or indirect, to any third party.

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Service Connection Charges  
LOCAL SERVICES

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**20 SERVICE CONNECTION CHARGES**

**20.1. 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.

**20.2 CHARGES**

1. Record Charge \$8.00

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

2. Central Office Connection Charge (Per Line) \$20.00

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.

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Service Connection Charges  
LOCAL SERVICES

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3. Service Connection Charge \$20.00

Apply to 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, or

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 charge is in addition to the record change charge and the central office connection charge.

\*Average is defined as 1000' of drop wire. If the installation exceeds the average length additional charges may also apply.

4. Feature Change Charge \$5.95

This charge will apply whenever a customer adds, or changes a custom calling or CLASS feature. Only one installation charge will be billed per service order. Each service order may contain requests for multiple services and features.

5. Dishonored Check Charge \$20.00

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

6. Collection Charge \$30.00

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.

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Service Connection Charges  
LOCAL SERVICES

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- 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.

7. Trouble Isolation Charge

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 - Business Service	\$27.00
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**20.3 CONDITIONS**

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



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Special Promotions  
LOCAL SERVICES

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**21.1 GENERAL**

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. The offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as may be required by the Commission rules and regulations.

Message Toll and 800 Services

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**22.1 INTRASTATE MESSAGE TOLL SERVICE**

A. Description

Message Toll Service (MTS) enables customers to place calls to any station on the public switched telecommunications network bearing an NPA- NXX designation associated with points outside the Customer's Local Calling area, but within in the State of Minnesota. Usage charges associated with this service are usually based on duration, time of day and distance.

B. Rates

<u>Option A</u>	<u>Rate per minute</u>
Day	\$0.23
Evening	\$.189
Night/Weekend	\$.189

Notes:

Rates set forth above are for all direct dialed MTS calls.

Day is defined as Monday through Friday from 8:00 am to 5:00pm. Evening is defined as Sunday through Friday, 5:00 pm through 11:00 pm. Night/Weekend is defined as all other times.

<u>Option B</u>	<u>Rate per minute</u>
Interstate/intrastate	\$0.09

All rates are per minute

C. From time to time the Company may offer discounts associated with this service.

Message Toll and 800 Services

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**22.2 8XX IN BOUND TOLL SERVICE**

A. Description

The Company's 8XX In Bound Toll service is an inward WATS service that permits intrastate calls to be routed to a customer's station from diverse geographical locations. The Company's customer will be billed for the calls rather than the call's originator. All 800 calls are subject to a 30 second average connect time and calls are rounded up to the next higher 6 second increment. The Company's 8XX In Bound Toll Service provides customers with an 8XX number using the 1-8XX-XXX-XXXX format. Customers who switch their 800 service provider to the Company's can keep their existing 8XX number. This intrastate 800 service is an add on to the Company's interstate 800 service. Rates for interstate 800 service can be found in the Company's Interstate Tariffs.

B. Rates

Option A:	<u>Day</u>	<u>Evening/Night/Weekend</u>	
Minnesota intrastate	\$0.236 per minute	\$0.176 per minute	
Option B:	<u>Day</u>	<u>Evening</u>	<u>Night/Weekend</u>
Minnesota intrastate	\$0.2400	\$0.1600	\$0.1600

Notes:

All calls under Option B are billed in a 30 second minimum initial period pr call with 6 second additional increments.

The definitions for Day, Evening, Night/Weekend for Option A and Option B plans are as follows: Day is defined as Monday through Friday from 8:00 am to 5:00pm. Evening is defined as Sunday through Friday, 5:00 pm through 11:00 pm. Night/Weekend is defined as all other times.

Message Toll and 800 Services

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**22.3 TRAVEL CARD SERVICE**

A. Description

Travel card service is available to customers of the Company. Customers will reach Company's network via by dialing a 1 – 800 number along with a personal identification code.

B. Rates

All travel card calls are rated at a flat rate of \$.25 per minute with no surcharge per call.

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Private Line Services

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**23.1 PRIVATE LINE SERVICES**

A. GENERAL

1. Private line services provide for two-way transmission of digital signals, on a point-to-point basis. Available services include DS0 (64 Kbps), DS1 (1.544 Mbps), and DS3 (44.736 Mbps). Private line services can be provisioned on copper or fiber. Private line services can be used for transmitting voice, data, and video signals, or any combination thereof.
2. Private line services can be provided between customer designated premises, between customer designated premises and a serving wire center, or between serving wire centers.

B. CHARGES

1. DS0 (64Kbps) ICB

This charge has multiple pricing components and varies based on mileage between connected premises. Volume and/or term discounts may apply.

2. DS1 (1.544 Mbps) ICB

This charge has multiple pricing components and varies based on mileage between connected premises. Volume and/or term discounts may apply.

3. DS3 (44.736 Mbps) ICB

This charge has multiple pricing components and varies based on mileage between connected premises. Volume and/or term discounts may apply.

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Private Line Services

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**C. CONDITIONS**

1. Three pricing components apply to private line services.
  - a. Channel termination provides for the communication path between customers' demarcation point and the Company's serving wire center of that particular customer premise. One channel termination charge applies for each private line (DS0, DS1, or DS3) that terminates at each demarcation point, at each customer premise. This charge applies even if the customer premise and the Company's serving wire center are collocated in the same building.
  - b. Transport mileage provides for the communication path between the Company's serving wire centers associated with two customer premises (or locations). A fixed rate and a per mile rate may apply to transport mileage charges. Mileage is distance between the two Company's serving wire center. If both customer premises are served out of the same serving wire center, a minimum charge may apply.
  - c. Optional features and functions may be available, if they are determined to be technically feasible. These feature include, but are not limited to, framing, coding, and multiplexing.
2. Private line services are offered on a month-to-month basis, and on fixed term agreements. Both recurring and non-recurring charges apply to any pricing component. Recurring charges are applied each month for services rendered. Non-recurring charges are one-time charges that apply to specific work that is completed for a customer. Non-recurring charges include, but are not limited to, installation of new services, adding additional services, and changing existing services.
3. Minimum billing period for all private line services is one month. Charges for a fraction of a month, once the minimum or term agreement has been met, will be prorated for the actual number of days service is furnished. For this purpose each month is considered to have 30 days.
4. Charges for service installed or changes to service, which involve a change to the applicable charges (both recurring and non-recurring), become effective on the day the service is installed or changed.

Private Line Services

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5. Customer may request, and Company may develop, a Custom offering if the standard service does not meet a particular customer requirement.
6. Customer may request that service be provided on an expedited basis. Expedited basis means that the Customer has requested that service be provided on an earlier date than that which has been established, or would normally apply to the order. Additional charges may apply to expedited orders.
7. A 30 day notice is required prior to canceling any private line services. Billing for the service will end 30 days after receiving sufficient notice from Customer. Additional early termination charges may apply if Customer has a term agreement.

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Integrated Services Digital Network  
LOCAL SERVICES

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**24.1 INTEGRATED SERVICES DIGITAL NETWORK (ISDN)**

**A. DESCRIPTION OF SERVICE**

1. Integrated Services Digital Network (ISDN) is a digital standard that provides an integrated voice or data capability to the customer premises facility, utilizing the public switched telephone network. ISDN delivers voice, data and video by two standard methods of access. Primary Rate Service (PRS) and Basic Rate Service (BRS).
2. Primary Rate Service (PRS) also known as Primary Rate Interface (PRI) has a capacity of 1.544 megabits per second (Mbps) and has multiple channels: 23 B-channels, and one D-Channel, and is also known as 23 B+D access. The 64-Kbps B-channels carry user information such as voice calls, circuit-switched data or video while the D-channel carries the call-control signaling information. The B-channels may be provisioned on the same facility as the D-channel or on other PRS T1 facilities. Each B-channel is dedicated to inward, outward or 2-way traffic. The customer may use CPE to bond together 64 Kbps B-channels for the transmission of circuit-switched data or video.
3. Basic Rate Service (BRS) also known as Basic Rate Interface (BRI) consists of two 64-Kbps B-channels that can carry voice, data or video and one D-channel, which carries the call-control signaling information.
4. Directory Numbers
  - a. Primary Directory Number - A single telephone directory number is provided with each PRS service ordered.
5. Directory Listings

One primary directory listing is provided per PRS service per customer. Additional listing may be provided as specified in the tariff under LOCAL SERVICES, Section 19, Directory Listings.



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Integrated Services Digital Network  
LOCAL SERVICES

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B. PROTECTION OF THE NETWORK

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

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

2. Upon notification by the Company that unauthorized transmissions are due to customer equipment or facilities, the customer or customer's authorized agent will correct the situation on an expeditious basis or service will be disconnected by the Company to protect the network. THE COMPANY DISCLAIMS LIABILITY FOR LOSSES WHICH MIGHT BE INCURRED AS A RESULT OF DISCONNECTING THE SERVICE AND DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. With respect to such equipment or service, the Company shall not be liable for any incidental or consequential damages, including, but not limited to any loss, or damage, arising out of customer's use of or inability to use the service or equipment, whether said use is in combination with other services or equipment, or separate from them.
3. The Company maintains the right and option to check the output of any equipment used in the transmission of signals to or from the Customer premises for this service. This includes the Company provided facilities or other facilities used in conjunction with provision of Primary Rate Service (PRS), such as CPE.

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

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Integrated Services Digital Network  
LOCAL SERVICES

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C. AVAILABILITY, INSTALLATION AND MAINTENANCE

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

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Integrated Services Digital Network  
LOCAL SERVICES

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D. CIRCUIT SWITCHING SERVICES DESCRIPTIONS

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

1. Clear Channel Capability – A characteristic of the transmission path on the B channels that allow the full bandwidth of 64 Kbps to be available to the customer. Through the CPE, it is also possible to bond multiple B channels together to achieve greater bandwidth speeds.
2. Custom Calling Features – Applicable Custom Calling Services are available at rates and charges specified in LOCAL SERVICES, Section 19 (General Services), Custom Calling Features.
3. CLASS – Applicable CLASS Service are available at rates and charges specified in LOCAL SERVICES, Section 19 (General Services), Custom Local Area Signaling Services (CLASS).

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Integrated Services Digital Network  
LOCAL SERVICES

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E. SERVICE ARRANGEMENTS

1. Basic Rate Service (BRS)

This service configuration provides for 2 B-channels and 1-D channel. The B-channels carry user information such as voice calls, circuit-switched data or video with the D-channel handles signaling information.

2. Voice/Data PRS (with DID)

A Voice/Data PRS with Direct Inward Dialing (DID) has 3 elements: the T-1, the Service Configuration, and a 2-way trunk/DID. This service configuration provides 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched data or video. The D-channel handles signaling information.

3. Voice/Data PRS (with UAS)

A Voice/Data PRS with Uniform Access Solution (UAS) has 3 elements. The T-1, the Service Configuration, and the one number route indexing and the trunk are combined into the third. This service configuration provides for 23 B-channels and 1-D channel. The B-channels carry user information such as voice calls, circuit-switched data or video with the D-channel handles signaling information.

4. Data PRS 23B+D

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

5. Data PRS 24B

This service configuration provides for 24 channels. The B-channels carry user information such as voice calls, circuit-switched data, or video. The signaling information is provided by a D-Channel on the first T1 facility.

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Integrated Services Digital Network  
LOCAL SERVICES

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F. RATE AND CHARGES

1. Following are the monthly rate and nonrecurring charges for ISDN Basic Rate Service (BRS).

	<u>Monthly Rate</u>	<u>Non-Recurring Rate</u>
Service Configuration: Basic Rate Service (BRS)	ICB	ICB

Note:

- \* Volume and/or term discounts may apply.
- \* Please refer to Section 20 of the tariff (Service Connection Charges) under PART III - LOCAL SERVICES, for non-recurring service connection charges.

2. Following are the monthly rate and nonrecurring charges for ISDN Primary Rate Service (PRS).

	<u>Monthly Rate</u>	<u>Non-Recurring Rate</u>
Service Configuration: a. Voice/Data PRS (with DID)	ICB	ICB
b. Voice/Data PRS (with UAS)	ICB	ICB
c. Data PRS 23B+D	ICB	ICB
d. Data PRS 24B	ICB	ICB

Note:

- \* Volume and/or term discounts may apply.

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Integrated Services Digital Network  
LOCAL SERVICES

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3. Additional Charges
  - a. Backhaul charges may apply. Charges are distance sensitive and are assessed on an individual case basis (ICB).
4. Usage Charges

<u>ISDN Long Distance Rate*</u>	<u>Per 56/64 Kbps</u> \$0.22 per minute
<u>ISDN Long Distance Rate* Education and Government</u>	\$0.165 per minute

\* These ISDN Long distance rates only apply to domestic calls.

<u>PRI Long Distance Rates:</u>	<u>Rate</u>
For 1+ domestic calls	\$.03
Calls are rated with an initial 30 second billing increment followed with 6 second billing increments.	
For Toll Free LD calls	\$.05
Calls are rated with an initial 30 second billing increment followed with 6 second billing increments.	

The PRI LD rates for 1+ and Toll Free calls apply with the purchase of ISDN PRI.

# **PART IV**

## **ACCESS SERVICES**

**ONVOY, LLC  
INTRASTATE TARIFF  
ISSUED: JUNE 20, 2014  
EFFECTIVE: JUNE 21, 2014**

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Special Access Services  
ACCESS SERVICES

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**25. SPECIAL ACCESS SERVICE**

**25.1 General**

Special Access Service consists of any of the services offered hereunder, either individually or in combination. Each service is offered independently of all others.

**25.2 Transmission Service**

- A. Transmission Service is offered via Onvoy's facilities for the transmission of one-way and two-way communications.
- B. Digital Channels over Onvoy's Network are furnished for full-duplex transmission of digital signals at operating speeds as follows:

56.0	kbps (DS-0)
1.544	kbps (DS-1)
44.736	Mbps (DS-3)

Digital Channels operating at speeds other than those listed above may be provided at Onvoy's option on an Individual Case Basis (ICB).

- C. Digital Channels furnished by Onvoy at 1.544 Mbps, interconnections to such Channels and equipment's interfacing to such Channels shall meet the following characteristics:

Line Rate:	1.544 Mbps + 130 ppm
Line Code 1:	Bipolar (Alternate Mark) Inversion
Line Code 2:	Bipolar 8 zero substitution (B8ZS)
Line Impedance:	100 ohms + 5% balanced
Jitter:	The multiplexer will add not more than 0.3 time slot of rms jitter to a DS-1 signal when looped at the DS-3 point.



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Special Access Services  
ACCESS SERVICES

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- D. Digital Channels furnished by Onvoy at 44.736 Mbps, interconnections to such Channels and equipment interfacing to such Channels shall meet the following technical characteristics:

Line Rate: 44.736 Mbps + 20 ppm  
Line Code: Bipolar with three-zero substitution (B3ZS)  
Line Impedance: 75 ohms (+) 5 percent unbalanced

### 25.3 Special Access Rates

A. Special Construction

1. Basis for Rates and Charges

Rates and charges for special construction will be determined by Onvoy on an Individual Case Basis and based, in part, on the costs incurred by Onvoy and may include (1) non-recurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) combinations thereof.

2. Termination Liability

To the extent that there is no other requirement for use by Onvoy, a termination liability may apply for facilities specially constructed at the request of the Customer.

- a. The termination liability period is the initial service term with respect to said specially constructed facilities.
- b. The amount of the maximum termination liability is equal to the rates and charges for the initial service term prorated for the unexpired period of liability.

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Special Access Services  
ACCESS SERVICES

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B. Rate Elements

1. General

Rates are composed of three elements which may apply to a Customer's service, depending upon the specific service requested and its location.

- a. The Channel termination rate element provides for the termination of the communications path at the Customer designated location. One Channel termination charge applies for each Customer designated location at which a Channel is terminated.
- b. The Channel mileage rate elements are determined by the Vertical and Horizontal Coordinates ("V&H") method, as set forth on the National Exchange Carrier Association Tariff, F.C.C. No. 4. When the calculation results in a fraction of a mile, the total is rounded up to the next whole mile before applying the rate.
- c. Optional Features for which charges are applied only if ordered.

C. DS-1 Service

DS-1 Service is a digital transmission facility of 1.544 Mbps with a capacity of up to 24 analog or digital Channels. This service supports voice, analog data, digital data, and video.

1. This service consist of making DS-1 capacity available on a Dedicated access basis.

2. DS-1 Rates	<u>NRC</u>	<u>Monthly Rate</u>
a. Channel Termination	ICB	ICB
b. Channel Mileage Termination		ICB
c. Channel Mileage Facility		ICB
d. Multiplexing DS-1 to Voice		ICB

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Special Access Services  
ACCESS SERVICES

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D. DS-3 Service

DS-3 Service is a digital transmission facility of 44.736 Mbps with a capacity of 28 DS-1 Channels or 672 Voice, Analog Data or Digital Data Channels.

1. This service consists of making DS-3 capacity available on a Dedicated access basis.

2. DS-3 Rates	<u>NRC</u>	<u>Monthly Rate</u>
a. Channel Termination	ICB	ICB
b. Channel Mileage Termination		ICB
c. Channel Mileage Facility		ICB
d. Multiplexing DS-3 to DS-1		ICB

#### 25.4 Service Calls

When a Customer reports trouble to Onvoy for clearance and no trouble is found in Onvoy's facilities, the Customer may be responsible for payment of a charge calculated from the time Onvoy personnel are dispatched to the Customer Premise until the work is completed.

##### Service Call Charge Rates

Basic	\$ 15.00/ ½ hr.
Overtime	20.00/ ½ hr.
Premium	25.00/ ½ hr.

Basic rates apply Monday through Friday, 8:00 A.M. - 5:00 P.M. Overtime rates apply evenings and premium rates apply weekends and holidays.

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Special Access Services  
ACCESS SERVICES

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**25.5 Individual Case Basis Arrangements**

When Onvoy furnishes a facility or service for which a rate or charge is not specified in Onvoy's tariff, charges will be determined on an Individual Case Basis. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

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Switched Access Services  
ACCESS SERVICES

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**26. SWITCHED ACCESS SERVICE**

**26.1 General**

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises.

**26.2 Provision and Description of Switched Access Service Arrangements**

Switched Access Service is provided in the following service type:

A. Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS1 level and DS3 level and provides trunk-side access to the Company Access Tandem switches.

FGD provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start-pulsing and answer supervisory signaling are sent by the terminating office. Disconnect-supervisory signaling is sent from the originating or terminating office. When FGD uses SS7 out of band signaling, no signaling will be done via the message channel.

FGD switching is provided with SS7 out of band signaling. With SS7 out of band signaling, up to 12 digits of the called party number dialed by the Customer's end user is provided by the Company's equipment to the Customer's designated premises via CCSAC links.

The Company will establish a trunk group or groups for the Customer at the end office or access tandem switch where FGD switching is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined at the option of the Company.

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Switched Access Services  
ACCESS SERVICES

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The uniform access code for FGD switching is 101XXXX. Uniform access codes will be the assigned access numbers of all FGD access provided to the customers by the Company. No access code is required for calls to a customer over FGD Switched Access Service where the end user's telephone exchange service is arranged for Interexchange Carrier (IC) Subscription.

When no access code is required, the number dialed by the customer's end user shall be a 7- or 10- digit number after dialing the prefix 0 or 1 for calls in the North America Numbering Plan (NANP). For calls outside of the NANP, and if the end office is equipped for International Direct Distance Dialing (IDDD), a 7 digit to 15 digit number may be dialed after dialing the prefix 011 or 01.

B. Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

C. Rate Categories

The following rate categories apply to Switched Access Service:

1. Local Switching: Provides for the use of the local end office switching, end user line termination and intercept functions.
2. 800 Data Base Access Service: 800 Data Base Access Service is a service offering utilizing originating Trunk side Switched Access Service. When an 800 + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening of the full ten-digits of the 800 number to determine the Customer location to which the call is to be routed. A Basic Query Charge covers the identification of the toll carrier to whom the call should be delivered. A Basic Query may also include such functions as call validation (ensuring that calls originate from subscriber service areas); POTS translation of 800 series numbers; alternate POTS translation where End Users can vary the routing of the 800 calls based on time of day, place, etc.; and multiple carrier routing.

Switched Access Services

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3. Switched Access Tandem Service: Switched Access Tandem Service provides for access tandem and transport service between local exchange carriers (LECs) and IXC customers. Switched Access Tandem Service is provided for originating (from LEC to IXC) and terminating (IXC to LEC) traffic. Switched Access Tandem Services provided under this tariff cover the use of the Company's Access Tandem. In addition, it covers the switched transport between an end office and a Company POI. The following services comprise Switched Access Tandem Service and are applied on a per minute basis. Delivery of calls to or acceptance of calls from, the Customer via the Company Access Tandem shall constitute a constructive order and agreement by the Customer to purchase the Company's Switched Access Tandem Service.
- a.) Tandem Switching: Tandem Switching is a per-minute of use rate assessed for utilizing tandem switching functions. The Company will provide originating and terminating tandem switching services for Company end offices as well as for non-Company end offices. The tandem switching rate element covers the transport from a Company POI to the Company access tandem.
- b.) Tandem Transport: Tandem Switched Transport is composed of a Tandem Transmission Termination rate and a Tandem Transmission Facility rate. Both rate elements apply for the transmission facility between the end office and the Company POI. This consists of circuits used in common by multiple customers. The Tandem Transmission Termination rate provides for the circuit equipment at the end of the transmission facilities. The Tandem Transmission Facility rate provides for the transmission facilities, including intermediate circuit equipment between the end points of the interoffice switch. For purposes of determining the per mile rate, mileage will be measured as airline mileage using the V&H coordinates method.

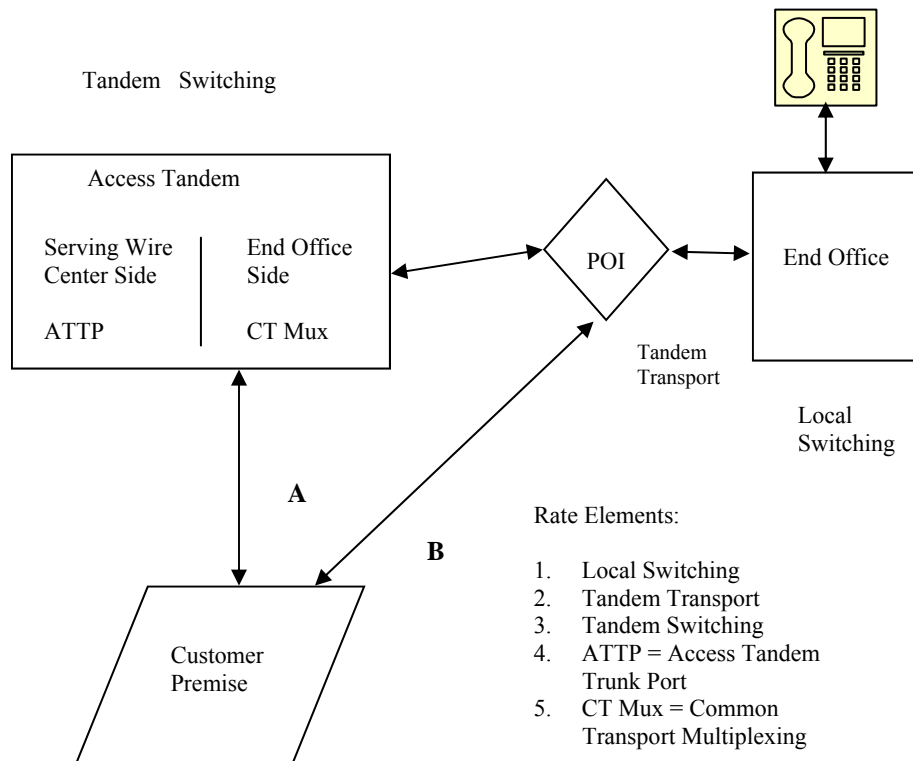
A Customer's Point of Presence may be located at the Company's Access Tandem or at the Company POI serving the end office. When a Customer's Point of Presence is located at the Company's Access Tandem, billing is done as though the connection was made at the Company POI, if applicable, pursuant to Section 16.31.

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- c). Transport Multiplexing Charge: Transport multiplexing equipment is utilized in the end office side of the Access Tandem when transport is provided between the Access Tandem and the subtending end offices. The rate (if applicable) is assessed for DS3 to DS1 multiplexing on a per minute of use basis, and is in addition to Tandem Switched Transport charges.
- d) Access Tandem Trunk Port: An access tandem trunk port is provided for each trunk terminated on the serving wire center side of the Access tandem. An access tandem trunk port charge is assessed monthly per DS1 equivalent.

D. Customer Options to Connect to Company Network

Switched Access Diagram: Customer can connect to either the Company Access Tandem (A) or the Company POI serving the end office (B).





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- E. Access Tandem Locations
1. Minneapolis, MN (MPLSMNCD08T)  
511 11<sup>th</sup> Ave S.  
Minneapolis, MN 55415  
V = 5780, H = 4526 (LATA 628)
  2. Plymouth, MN (PLMOMNBN03T)  
10300 6<sup>th</sup> Avenue N.  
Plymouth, MN 55441  
V = 5787, H = 4545 (LATA 628)
- F. Company POI Locations: Company POI CLLI codes can be found on the Company's web site: [www.onvoy.com](http://www.onvoy.com)
- G Acceptance Testing: At no additional charge, Onvoy will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.
- H. Ordering Options and Conditions: Access Service is ordered under the Access Order provisions set forth in Section 6. Also included in that section are other charges, which may be associated with ordering Switched Access Service.
- I. Competitive Pricing Arrangements: Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked transport can be furnished to meet the communication needs of specific customers on a case by case basis under individual contract.

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J. Common Channel Signaling Service

1. SS7 Standard: Common Channel Signaling (CCS) is a protocol suite that allows for out of band signaling for voice and data messaging services. Signaling System Seven (SS7) is currently a widely deployed CCS protocol. The Company's CCS network is a digital network carrying signaling information, which interfaces with the voice/data network. To ensure network reliability, Signal Transfer Points (STPs) are deployed in geographically dispersed mated pairs. STP access requires interconnection to ports of both STPS of the mated pair.

The STP provides translations and routing functions for SS7 signaling messages received from the Company's network signaling points and the SS7 networks of other entities. There are two types of signaling messages, ISDN User Part (ISUP) messages are used for call setup and teardown. This type of signaling allows a customer to send originating and terminating call set-up signaling information between the Customer's designated premises, the Company's STP and other entities. The second type of signaling is Transmission Capabilities Application Part (TCAP) messages. TCAP messages are used to carry information between signaling points for call related databases, such as CNAM, 800DB and LNP query service.

2. B-Link Connectivity: The Company requires Customers to establish B-Link Connectivity with the Company upon issuance of an initial Access Service Request (ASR) Order. Bridging Links (B-links) provide a quad set of links that connect peer pairs of STPs. These links carry signaling messages beyond their initial point of entry to a STP of another SS7 network. The Company requires that B-Link Connectivity occurs on a peer basis, with no resulting port or message usage charges between parties. The Customer must have connectivity to the Company's STP. The Company will provide all pertinent STP point code information to the Customer at the time of order. To connect to the Company STP through a port, the customer must provide a telecommunications facility or link that provides for bi-directional transmission and operates at a DS0 level. This link is utilized exclusively for connecting to the Customer's CCS network and the Company's CCS network for the transmission of network control signaling data.

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### 26.3 Obligations of the Company

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provisions of Switched Access Service. These obligations are as follows:

A. Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of the Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, Onvoy will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 16.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekend or holidays the Company must be notified no later than 5:00 p.m. local time on the prior business day. Notification should include the nature, time, duration and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service and/or damages.

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#### **26.4 Obligations of the Customer**

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

- A. **Report Requirements:** When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 16, preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the intrastate charges is set forth therein.
- B. **Supervisory Signaling:** The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.
- C. **Design of Switched Access Services:** It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

#### **26.5 Switched Access Rates**

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

- A. **Monthly Recurring Charges:** Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.
- B. **Usage Rates:** Usage rates are rates that are applied on a per access minute, per access line or per query basis. Usage rates are accumulated over a monthly period.
- C. **Non-Recurring Charges:** Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

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**26.6 Application of Rates**

- A. 800 Data Base Access Service: The 800 Data Base Access Service charge applies for the translation and signaling of a specific 800 number to a ten digit telephone number on a per query basis.

**26.7 Billing of Access Minutes:**

When recording originating calls over FGD with SS7 signaling usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

**26.8 Voice Over Internet Protocol – Public Switched Telephone Network (“VoIP-PSTN”) Traffic:**

- A. This section governs the identification and treatment of VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise in a written agreement. Specifically, this section establishes the method of separating such traffic (referred to in this tariff as “Relevant VoIP-PSTN Traffic”) from a Customer’s traditional intrastate access tariff, so that such Relevant VoIP-PSTN traffic can be billed in accordance with the FCC Order.

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- B. Company will bill and collect the full Access Reciprocal Compensation on traffic exchanged with Customers when such traffic originates and/or terminates in Internet Protocol format, as set forth in Section 51.913 of the Federal Communications Commission's rules, 47 C.F.R. §51.913, regardless of whether the Company itself delivers such traffic to the called party's premises or the call is delivered to the called party's premises by an affiliated or unaffiliated provider of interconnected Voice over Internet Protocol service or a non-interconnected Voice over Internet Protocol service that does not itself seek to collect Access Reciprocal Compensation charges for this traffic.<sup>1</sup>

Intrastate VoIP – PSTN traffic is subject to the Company's applicable interstate switched access rate per minute, as set forth in the Company's F.C.C. Tariff No. 2.

- C. Calculations and Application of Percent-VoIP-PSTN Usage

Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection 26.8.A above, by applying a Percent VoIP Usage ("PVU") factor to the total intrastate access MOU exchanged between a Company End User and the Customer. The PVU will be derived and applied as follows.

1. The Customer will calculate and furnish to Company a factor (the "PVU-A") representing the percentage of the total intrastate and interstate access MOU that the Customer exchanges with Company in the State, that (a) is sent to Company and that originated in IP format; or (b) is received from Company and terminated in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.

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<sup>1</sup> See, *In the Matter of Connect America Fund A National Broadband Plan for Our Future Establishing Just and Reasonable Rates for Local Exchange Carriers High-Cost Universal Service Support Developing an Unified Intercarrier Compensation Regime Federal-State Joint Board on Universal Service Lifeline and Link-Up Universal Service Reform – Mobility Fund*, Report and Order and Further Notice of Proposed Rulemaking, Docket Nos. WC Docket No. 10-90, *et al.*, FCC 11-161, (Rel. November 18, 2011).

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2. Company will similarly calculate a factor (the “PVU-B”) representing the percentage of Company’s total intrastate and interstate access MOU in the State that Company originates or terminates on its network in IP format. This PVU-B shall be based on information such as the number of Company’s retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. Company will use the PVU-A and PVU-B factors to calculate a PVU factor that represents the percentage of total intrastate and interstate access MOU exchanged between a Company End User and the Customer that is originated or terminated in IP format, whether at Company’s end, at the Customer’s end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).
4. Company will apply the PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The PVU factor is equal to  $40\% + (10\% \times 60\%) = 46\%$ . Company will bill 46% of the Customer’s intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The PVU factor is  $0\% + (100\% \times 10\%) = 10\%$ . Company will bill 10% of the Customer’s intrastate access MOU at Company’s applicable tariffed interstate switched access rates.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the PVU is 100%. Company will bill 100% of the Customer’s intrastate access MOU at Company’s applicable tariffed interstate switched access rates.

5. If the Customer does not furnish Company with a PVU factor, the Company will utilize a PVU-a factor of zero.

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D. Initial PVU Factor.

If the PVU factor is not available and/or cannot be implemented in Company's billing systems by April 15, 2012, the Company will adjust the Customer's bills to reflect a PVU of zero retroactively to January 1, 2012.

E. PVU Factor Updates

The Customer may update the PVU-A factor quarterly. The Customer shall submit such update no later than the 15th day of January, April, July, and October of each year. Revised PVU factors must be based on the data for the prior three months ending the last day of December, March, June, and September respectively. The Company will use the revised PVU-A factor to calculate a revised PVU. The revised PVU will be used for future billing and will be effective on the billing date of each month and will be used for subsequent monthly billing until superseded by a new PVU factor. No prorating or back billing will be done based on the updated PVU factors. The PVU factor will be billed beginning on January 1, 2012.

F. PVU Factor Verification

Not more than twice in any year, Company may ask the Customer to verify the PVU-A factor furnished to Company and a Customer may ask Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors.



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**26.9 Rates and Charges**

	<u>Rate</u>
A. Local Switching Charge	
1. Local Switching	
a. originating	\$0.012000
b. terminating per minute of use	Note 1
B. Presubscribed Interexchange Carrier Charge (PICC)	
1. Single Line Business Subscriber	\$0.00
2. Centrex Subscriber	\$0.31
3. ISDN – BRI Subscriber	\$0.00
3. ISDN – PRI Subscriber	\$13.90
4. Multi Line Business Subscriber	\$2.78
C. 800 Database Access Service	
1. Basic Query Charge (per query)	\$0.004053
D. Switched Access Tandem Services	
1. Tandem Switching per MOU	
a. Originating, per minute of use	\$0.001750
b. Terminating, per minute of use	Note 1
2. Common Transport Multiplexing per MOU	\$.0000000
3. Tandem Transport Termination	
a. Originating, per minute of use	\$0.000431
b. Terminating, per minute of use	Note 1
4. Tandem Transport Facility	
a. Originating, per mile per minute of use	\$0.000024
b. Terminating, per mile per minute of use	Note 1
5. Common Trunk Port	
a. Originating, per mile per minute of use	N/A
b. Terminating, per mile per minute of use	Note 1
6. Dedicated Tandem Trunk Port	Note 1

Note 1: See the Company's Access Services Tariff FCC No. 2 at the following link <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=242>.

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## **27. ORDERING OPTIONS FOR SWITCHED AND SPECIAL ACCESS SERVICE**

### **27.1 General**

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched and Special Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

#### **A. Ordering Conditions**

All services offered under this section will be ordered using an ASR. The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for Onvoy to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- Customer name and Premise(s) address (es);
- Billing name and address (when different from Customer name and address)
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which Onvoy receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date at the time Onvoy gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within two business days after the date on which all information needed to process the ASR has been received by Onvoy.

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B. Provision of Other Services

Unless otherwise specified herein, all services offered under this tariff shall be ordered with an ASR.

With the agreement of Onvoy, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in II.E. following will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when Onvoy determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by Onvoy at the request of the Customer only when a Customer requests additional technical information after Onvoy has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by Onvoy that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than 10 percent.

**27.2 Access Order**

Access Order: An ASR is required by Onvoy to provide a Customer with both Switched and Special Access Service as described herein. An ASR will be required for each new similar service arrangement or group of common circuits. The applicable charges are set forth under II.E. following.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

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When placing an order for either Direct Connect Service or Tandem Connect Service, as described in Sections 26.2, C.1. and 26.2, C.2., respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

A. Access Service Date Intervals: Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

Onvoy will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, Onvoy will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

1. Standard Interval: The Standard Interval for Switched and Special Access Service will be ten business days from the Application Date. This interval only applies to standard service offerings for a Customer, which is On-Net, and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
2. Negotiated Interval: Onvoy will negotiate a Service Date interval with the Customer when:
  - a.) The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
  - b.) There is no existing facility connecting the Customer Premises with Onvoy; or
  - c.) The Customer requests a service that is not considered by Onvoy to be a standard service offering (for example, if Additional Engineering is required to complete the order); or

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- d.) Onvoy determines that Access Service cannot be installed within the Standard Interval.

Onvoy will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, Onvoy offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

- B. Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. Onvoy, in its sole discretion, may accept a verbal modification from the Customer. Onvoy will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Special Access Service Channels, Switched Access Services lines, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

1. Service Commencement Date Changes: ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and Onvoy accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charges will apply if the Customer requests a Service Date Change that is more than five business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

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If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by Onvoy on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with Onvoy.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth under II.E. following.

2. Design Change Charge: The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth under II.E. following, are in addition to any Service Date Change Charges that may apply.

3. Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to Onvoy of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. Onvoy has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, Onvoy agrees to provide service on an expedited basis and the Customer accepts Onvoy's proposal, an Expedite Charge will apply.

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If Onvoy is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event Onvoy provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after Onvoy has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in II.E. following.

#### C. Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by Onvoy that service is available for the Customer's use. The cancellation date is the date Onvoy receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

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Except as stated herein, Cancellation Charges will apply as specified in II.E. following.

If the cancellation occurs prior to Onvoy's receiving the ASR, no charges shall apply.

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If Onvoy misses a service date for standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, Onvoy shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

D. Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.

1. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service and a new minimum period will be established:
  - a.) A change in the identity of the Customer of record;
  - b.) A move by the Customer to a different building;
  - c.) A change in type of service;
  - d.) A change in Switched Access Service Interface (i.e., DS1 or DS3);
  - e.) A change in Switched Access Service Traffic Type;
  - f.) A change in type of Special Access Service Channel Termination;
2. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:



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For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

For Special Access Service facilities, the charge for a month or fraction thereof is the applicable monthly charge for the service as set forth in this tariff.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

E. Charges

	<u>Non-Recurring Charge</u>
1. Access Order Charge	\$50.00
2. Service Date Change Charge	\$100.00
3. Design Change Charge	\$100.00
4. Expedited Order Charge	\$114.00
5. Cancellation Charge	\$50.00