

BERNARD TELEPHONE COMPANY, INC.

SERVICES CATALOG

LOCAL SERVICES

ACCESS SERVICES CONCURRENCE

FILED WITH
IOWA UTILITIES BOARD

JULY 22, 2013

Bernard Telephone Company, Inc.

SERVICES CATALOG

PART I

Filed with Board

First Revised
Cancels Original

Sheet No. 2
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RULES AND REGULATIONS

B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY (Continued)

8. Customer Premise Equipment (Continued)

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

C. USE OF SERVICE AND FACILITIES

1. Use of Customer Service

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

2. Attachment or Connection of Customer Premise Equipment

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

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D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service
 - a. Applications for service may be made orally or in writing. These applications become contracts upon the establishment of service. The Company may require an applicant to pay in advance an amount equal to one month's exchange rate. If a deposit is required by the Company, applicable non-recurring charges and service charges (if any) may be required in advance. The terms and conditions specified for such contracts are subject to these General Rules and Regulations and the local Exchange Tariff for the exchange from which service is to be furnished. Any change in rates, rules or regulations shall act as a modification of the contract to that extent, without further notice.
 - b. Minimum contract periods and termination of service are covered elsewhere in Part II of this tariff.

2. Telephone Numbers
 - a. The customer has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and the Company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business or subject to any porting requirements. Except for non-payment of yellow page advertising, when customers are assigned a new number within the exchange, the former working number intercept shall provide the new number to a calling party for not less than 60 days or until the issuance of a new directory.

3. Alterations
 - a. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities. The customer agrees to pay the Company's charges for such changes.

4. Payment for Service
 - a. The customer is required to pay all rates and charges for local, exchange services and facilities.

5. Maintenance and Repairs
 - a. All expense of maintenance and repair of regulated services or facilities provided by the Company will be borne by the Company. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Customers may not rearrange, disconnect, or remove or permit others to rearrange, disconnect, or remove any Company owned facility installed by the Company unless provided elsewhere in this tariff.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE (Continued)

- 6. Unusual Installation Costs
 - a. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs as provided elsewhere in this tariff.

E. TELEPHONE DIRECTORIES

- 1. Distribution and Publication
 - a. The Company will normally publish and distribute a directory annually containing the serving exchange listings for each Central Office Access Line without charge. Additional directories may be furnished at the discretion of the Company. Directories containing listings for other areas may be provided at a nominal charge. Directories are furnished to customers as an aid in the use of the telephone service. The Company reserves the right to charge for directories issued in replacement of directories.
- 2. Directory Listings
 - a. Directory listings remain the property of the Company and are not to be reproduced without the permission of the Company.

F. ESTABLISHMENT AND MAINTENANCE OF CREDIT

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

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RULES AND REGULATIONS

F. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)

2. Amount of Deposits

- a. The amount of deposit required shall not be more than the maximum charge for two months local exchange service or as may reasonably be required by the Company in cases involving service for short periods or special occasions. The Company may require the customer to increase the amount of the deposit at any time, if the charges billed against the customer are found to warrant such an increase. Qualified low income applicants may apply for Lifeline Assistance.
- b. A deposit may be made at any Company business office or authorized agent.
- c. The Company will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits shall be disposed of in accordance with law.
- d. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by the Company records.

3. Deposits and Collection Practices

- a. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of sums due the Company for services rendered. The Company may discontinue service to any customer failing to pay current bills regardless of the fact that such customer has made a deposit with the Company to secure payment of such bills, or has furnished the Company with a guarantee in writing for such bills.

4. Interest to be Paid on Deposits

- a. Interest compounded annually, shall be at the rate provided in Iowa Utility Board rule 199 IAC 22.4(2)(b). Interest shall be paid for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the customer's account or to the date the customer's bill becomes permanently delinquent.

5. Discontinuance of Service for Failure to Establish Credit

- a. Service may be discontinued for failure to establish or maintain credit, as set forth in F.1. above, twelve days after the Company has mailed notice requiring the customer to do so.

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

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RULES AND REGULATIONS

F. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)

- 6. Service Charge for Reconnection
 - a. Where service has been discontinued for failure to establish or maintain credit, as set forth in F.1. above, the applicable service charges as defined in Part VI of this tariff shall apply.
- 7. Deposit Refunds
 - a. The deposit shall be refunded or credited to the customer after not more than 12 consecutive months of prompt payment or 11 timely payments and one automatic forgiveness of late payment, unless the Company has documented information which indicates the deposit is necessary to insure payment.
- 8. Criteria for Procurement of Deposits
 - a. False credit information
 - b. Unsatisfactory credit history

G. APPLICATION OF BUSINESS AND RESIDENCE RATES

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

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J. DISCONNECTION OR REFUSAL OF SERVICE

1. By the Company Without Notice

- a. The Telephone Company may disconnect or refuse service without notice:
 - 1) in the event of a condition on the customer's premises determined by the Telephone Company to be hazardous.
 - 2) in the event of customer's use in such a manner as to adversely affect the Telephone Company's facilities or the Telephone Company's service to others, such as:
 - a) connection of Customer Premise Equipment which causes or is likely to cause interference or hazard to the network.
 - b) Impersonation of another with fraudulent intent.
 - 3) in the event of tampering with facilities furnished and owned by the Telephone Company.
 - 4) in the event of unauthorized use.

2. By the Company After Prior Written Notice

- a. In addition to the reasons set forth in subparagraph 1a. above, the Telephone Company may disconnect or refuse service after providing at least five days or in the case of deposits twelve days, prior written notice for any of the following reasons:
 - 1) failure of a customer to make suitable deposit as required by these rules.
 - 2) use of service in an unlawful or abusive manner, including to illegally threaten or harass other persons or in violation of any federal, state, or local law applicable to use of service.
 - 3) the customer's bill for local services remains unpaid after the last date for timely payment.
 - 4) for failure of the customer or prospective customer to furnish permits or certificates of right-of-way specified to be furnished in the Telephone Company's rules filed with the Iowa Utilities Board as conditions for obtaining service, or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon them as conditions of obtaining service by a contract subject to the regulatory authority of the Iowa Utilities Board.
 - 5) for failure of the customer to permit the Telephone Company reasonable access to its facilities.
 - 6) any other violation of the Telephone Company's rules and regulations on file with the Iowa Utilities Board, the requirements of municipal ordinances or law pertaining for the service.

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J. DISCONNECTION OR REFUSAL OF SERVICE (Continued)

4. Emergency Medical Conditions

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

5. At Customer's Request

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

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K. PAYMENT FOR SERVICE AND FACILITIES

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

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

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

4. Late Payment Charge
 - a. All bills for which full payment has not been received paid before the last date for timely payment shall be subject to a late payment charge.
 - b. Each account shall be granted not less than one complete forgiveness of late payment charges each calendar year for regulated services. The customer will be notified that this forgiveness has been used by first class mail, telephone or electronic means.
 - c. Late payment charges shall be 1.5% of the local service plus the intrastate toll only.

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

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RULES AND REGULATIONS

L. TAXES OR FEES TO BE BILLED TO CUSTOMERS

1. General

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

M. NETWORK CONNECTIONS

1. General

- a. Customers are connected to the telephone network at a point of demarcation as specified in the Board rules.
- b. Connections of new inside station wiring to the network shall only be made at the Demarcation Point.
- c. Such connections shall be made by using a Standard Network Interface and shall be in accordance with Part 68 of the FCC Rules.
- d. Direct electrical connections at the protector or by-passing the Standard Network Interface shall constitute a violation of this Company's filed tariffs and the service may be disconnected in accordance with its filed Rules and Regulations.
- e. Customers shall not be allowed to construct inside station wiring from a demarcation point or between two or more buildings on the same premises to obtain service from an exchange other than that by which they would normally be served. Existing inside wiring obtaining local exchange service within another exchange boundary shall be disconnected by the customer within ten days after receipt of written notification from the Company.

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

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

CHARGES - Nonrecurring amounts billed to customers for regulated services.

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

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

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

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

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

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

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

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

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

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

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

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

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

DEMARCATON POINT - The point of connection provided and maintained by the telephone utility to which the telephone utility-owned existing inside station wiring or customer-provided new inside station wiring becomes dedicated to an individual building or facility. For an individual customer dwelling, this point of connection will generally be immediately adjacent to, or within twelve inches of, the protector or the customer's side of the protector. The drop and block, including the protector, will continue to be provided by and remain the property of the telephone utility. In the instance where a physical protector does not exist at the point of cable entrance into the building or facility, the demarcation point is defined as the entrance point of the cable into the building or facility.

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

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

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

DROP WIRE - That portion of a circuit between the pole line or cable distributing box and the protector or equivalent.

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

DUE NOTICES - See "Disconnect Notice."

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

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

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

EXCHANGE AREA - The territory served by an exchange.

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

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

EXTRA EXCHANGE LINE MILEAGE - The measurement on which charges are based for that portion of the circuit extending beyond the Base Rate Area but within the Exchange Area, which is used to furnish urban classes of service in the Suburban or Rural Area.

EXTRA LISTING - See "Additional Listing."

FLAT RATE SERVICE - Telecommunications service furnished at a fixed monthly or periodic charge.

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

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

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

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

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

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

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

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

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

LOCAL EXCHANGE SERVICE - Telecommunications within a local service area in accordance with the provisions of the Company’s tariffs.

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

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

LOW INCOME CONNECTION ASSISTANCE PROGRAM – An aggregate term for the assistance programs identified as the Link Up Assistance Program and the Lifeline Assistance Program.

MESSAGE - A completed customer or user call.

MESSAGE RATE SERVICE - A service for which charges are based upon the number of originated messages placed by the customer to stations within the same local or message rate calling area.

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

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

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

NOTICE - See "Disconnect Notice."

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

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TARIFF - The rates, charges, rules and regulations adopted and filed by the Company with the Iowa Utilities Board.

TELEPHONE COMPANY - See "Company."

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

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

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

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

TRIP CHARGE - A charge that applies whenever a visit is required to complete the customer's request. One charge will apply for all work requested at the same time on the same visit.

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ACRONYMS

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FX Foreign Exchange

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LOCAL EXCHANGE SERVICE

RESALE AND SHARED SERVICES

A. GENERAL

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

B. CONDITIONS

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

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C. CONDITIONS (Continued)

- 3. An alternate call listing refers a calling party to certain other telephone numbers such as after business hours, on Sundays, holidays, or if there is no answer on the first listed number. Where the alternate call number is that of another customer, the listing will be furnished only with written approval of the other customer.
- 4. A foreign or nonsubscriber listing is furnished to customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for a foreign company listing will be the rate of the company in whose directory the listing appears. The Conditions of paragraph C.1. above shall apply.
- 5. Unlisted service indicates the customer listing is omitted from the directory but otherwise posted on the directory assistance records and the telephone number will be given out upon request.
- 6. Private service is the omission of a customer's listing from both the telephone directory and directory assistance records.
 - a. When private service is to be furnished, the customer will hold the Company harmless from any damages which might arise, and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the private listing.
 - b. No charge will apply for private service for customers having other listed service.
- 7. The charge for additional, alternate or private listings is effective the day the directory assistance record is posted.

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GENERAL EXCHANGE SERVICES

EMPLOYEES' TELEPHONE SERVICE

A. GENERAL

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

B. RATES

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

C. CONDITIONS

1. Employees' Telephone Service at their residence is available to employees of the Company having at least N/A months continuous credited service wit the Company.

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

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GENERAL EXCHANGE SERVICES

C. CONDITIONS

1. Route and type of facilities
 - a. The Company shall determine the route and type of construction which will be used in the extension of its facilities within an exchange. All such line extensions shall be owned and maintained by the Company.
 - b. The Company will be responsible for the route of the proposed line extension facilities upon which costs will be developed. Such routes will include the last pole or cable distribution box on public or private property but will exclude the drop wire (maximum of 300') for the building in which the telephone service is to be located.
 - c. Any difference in costs between the type of construction proposed by the Company for use on a line extension and the type of construction requested by the customer will be charged at actual cost for the difference. (See Part II, Special Type of Construction.)
 - d. When two (2) or more applicants mutually agree they may be considered as a "group." Line extension charges will be established in order to determine the amount of construction which needs to be provided. Line extension charges computed for the total extension, less allowable costs, may be proportionately divided among the applicant making up the "group."

2. Obligation of the Company
 - a. The Company's obligation to provide service through line extensions is solely dependent upon its ability to secure, retain, and maintain suitable rights-of-way without unreasonable expense.
 - b. The Company will survey all prospective customers who could receive service from each proposed line extension project prior to its construction.

3. Payment of charges applicable to line extensions shall be paid in advance.

4. Applicants requesting service which can be provided from a previously established line extension project:
 - a. Within 12 months from the time service was initially provided by means of such line extensions, initial charges will be recomputed by the Company and the applicant will pay a proportionate share of such charges as if they were one of the initial applicants and appropriate refunds will be made to the original customer(s).
 - b. After 12 months from the time service was initially provided, such applicant(s) will be responsible for the charges and conditions applicable to the establishment of line extension facilities required to serve them alone.

5. Except as provided elsewhere in this tariff, refunds of line extension charges will not be paid by the Company.

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C. CONDITIONS (Continued)

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

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GENERAL EXCHANGE SERVICES

ADJACENT EXCHANGE SERVICE

A. GENERAL

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

B. DEFINITIONS

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

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E. CONDITIONS

1. No toll calls will be placed from or charged to the customer's adjacent exchange central office access line except at such times as the primary exchange central office access line has been reported to be out of service.
 - a. Any violation of this condition will be cause for suspension or termination of the Adjacent Exchange Service.
 - b. When service from the primary exchange has been reported out of order, toll calls placed from the adjacent exchange central office access line will be rated from the adjacent exchange.

2. The rates, charges and billing for primary exchange service (plus toll charges on the primary central office access line) will be the responsibility of the primary company. The primary exchange company shall bill for the adjacent exchange service and make appropriate settlement to the secondary exchange company, unless the primary exchange and the adjacent exchange agree to a different billing arrangement.

3. All outside telephone plant and facilities will be owned, installed and maintained by the company(s) in whose exchange it is provided.

4. A customer subscribing to adjacent exchange service must also subscribe to service from the primary exchange. Any suspension or termination of the primary exchange service will require suspension or termination of the adjacent exchange service.

5. Disconnection of Service
 - a. When service provided under this tariff is disconnected, because the customer has no further need of such, or for non-payment of either primary or adjacent exchange service, no refunds of amounts paid previously by the customer for the extension of this service will be made by the Company.

6. Reuse of Facilities
 - a. When disconnected facilities are reused by a subsequent adjacent exchange service customer requiring the same grade of service, no additional Construction Charges will be applied to such reconnected facilities, providing no additional construction of telephone plant is required.

7. Failure of the customer to comply with the tariff provisions related to adjacent exchange service shall make the customer subject to discontinuance of service after appropriate notice.

8. Adjacent exchange service shall be restricted to only residential service, unless a waiver is permitted by the Utilities Board for a particular customer for good cause shown.

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C. DEFINITIONS

1. Individual Services

- a. Automatic Recall: Enables a customer to receive a voice message identifying date, time and number of the last incoming call. This service also enables the customer to automatically redial the last incoming number, by dialing a one-digit code.
- b. Blocked Call Rejection: Allows a customer of Caller Identification - Name and/or Caller Identification - Number to reject calls for which calling name/number display information has been intentionally blocked. Only calls for which the information has been blocked are rejected.
- c. Call Forwarding-Basic: Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which all incoming calls are automatically transferred. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred.
- d. Call Forwarding-Busy Line: Allows a customer to have incoming calls forwarded to another predetermined number if the called number is busy.
- e. Call Rejection: Enables a customer to reject call attempts from calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.
- f. Call Trace: Allows a customer to activate an immediate trace of the last incoming call, without requiring prior approval and intervention by telephone company personnel. The identification of the traced number is located at the telephone company.
- g. Call Waiting: By means of a tone signal a customer who is using his telephone is alerted when another caller is trying to reach that station. This permits putting the first call on hold so that a second call can be answered.

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GENERAL EXCHANGE SERVICES

C. DEFINITIONS (Continued)

- h. Call Waiting Deactivation: This feature gives Call Waiting customers the ability to control when Call Waiting functions on their line.
- i. Call Identification Blocking-Per Call: Enables a customer to control the disclosure of their telephone number or name and telephone number to a subscriber of Caller Identification (where technically feasible) by temporarily changing the public/private status indicator of the telephone number. A customer must dial a code before each call to change the indicator from public to private. "Public status" allows delivery of the telephone number or name and telephone number. "Private status" prevents delivery of the telephone number or name and telephone number. Per Call Blocking is provided at no charge.
- j. Call Identification Blocking-Per Line: Provides a permanent private indicator on a customer's line. Once blocking is established on the customer's line, the private status cannot be deactivated by the customer. Rates and charges are provided herein. Federal, State and Local Law Enforcement Agencies, nonprofit domestic violence/sexual assault agencies and their staffs, and victims of domestic/sexual assault or individuals who express a personal safety need and sign a personal safety exemption form may be provided additional arrangements for private status and/or line blocking, on a line-by-line basis, at no charge.

The certification form identifies the customer who is to receive Per Line Blocking at no charge and acknowledges that if a line is equipped with Per Line Blocking, that the telephone number and name will not be delivered to subscribers of Caller ID, including poison control centers, hospitals, medical centers and others who might use Caller ID to provide assistance. 911 is not affected. And, some subscribers of Caller ID Service may choose not to answer blocked calls.

The customer acknowledges the understanding of the above. Further, the customer releases the Company from all claims and liability, including personal injury caused by its errors, omissions and operation or malfunction of Per Line Blocking service.

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C. DEFINITIONS (Continued)

- k. Caller Identification-Name: Allows for the automatic delivery of a calling party's name to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name is displayed on customer provided equipment.

The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that name for display purposes. The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes. The Company's sole and only obligation shall be to reasonably correct errors in names when notified in writing of such errors.

- l. Caller Identification-Number: Allows for the automatic delivery of a calling party's telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The number is displayed on customer provided equipment.

- m. Continuous Redial: Automatically redials the last number a customer dials. If the called party's number is busy, a special tone will alert the customer when the called number becomes idle.

- n. Distinctive Alert: Allows a customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Dial Call Waiting. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line receives a Call Waiting tone.

- o. Distinctive Ringing: A central office based service which provides up to three distinctive ringing codes on incoming calls, using one individual access line. The distinctive ringing codes are achieved by assigning up to three additional telephone numbers to the access line. Two types of Distinctive Ringing are available:

Type A: The above service without a directory listing.

Type B: The above service with a directory listing.

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C. DEFINITIONS (Continued)

- p. Selective Call Acceptance: Allows a customer to specify a special list of a maximum of 15 telephone numbers from which calls will be accepted. Incoming calls placed to the customer from telephone numbers on the list will be handled normally. Any call attempts to the customer from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party.
- q. Selective Call Forwarding: Allows a customer to specify a special list of a maximum of 15 telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally.
- r. Speed Calling: Enables a customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than a complete telephone number. Customer may subscribe to only one of either the 8 Code capacity or 30 Code capacity on the same line.
- s. Three Way Calling: Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards

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D. CONDITIONS

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

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GENERAL EXCHANGE SERVICES

PERSONAL SAFETY EXCEPTION FORM

Customer Certification

In order to provide a solution to your unique personal safety concerns, it is necessary for you to provide responses to the questions below.

What is the estimated interval of time that your personal safety concerns require "Per-Line" Blocking?

If you are requesting "Per-Line" Blocking for a telephone line other than your own, the responsible party must sign below.

CUSTOMER REQUESTING FREE PER LINE BLOCKING:

PRINT NAME: _____

SIGNATURE: _____

TELEPHONE NUMBER WHERE PER LINE BLOCKING WILL BE ASSIGNED:

CUSTOMER RESPONSIBLE FOR TELEPHONE ACCOUNT:

PRINT NAME: _____

ADDRESS: _____

SIGNATURE _____

If a line is equipped with "Per-Line" Blocking, the telephone number of that line will not be delivered to any subscribers of Caller ID. Poison control centers, hospitals, medical centers and others who might use Caller ID will not be able to identify callers with "Per-Line" blocking who need assistance. In addition, subscribers of Caller ID may choose not to answer blocked calls. THE CUSTOMER REPRESENTS THAT HE/SHE UNDERSTANDS THE ABOVE, AND THE CUSTOMER RELEASES BERNARD TELEPHONE COMPANY, INC. FROM ALL CLAIMS AND LIABILITY, INCLUDING PERSONAL INJURY, CAUSED BY ITS ERRORS, OMISSIONS AND THE OPERATION OR MALFUNCTION OF "PER-LINE" BLOCKING SERVICE.

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GENERAL EXCHANGE SERVICES

INFORMATION SERVICE ACCESS BLOCKING

A. GENERAL

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

B. CHARGES

- 1. Applicable rates apply*.

C. CONDITIONS

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

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

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GENERAL EXCHANGE SERVICES

EMERGENCY REPORTING TELEPHONE SERVICE

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

C. CONDITIONS

1. E911 service is provided solely for the benefit of the customer operating the PSAP. The provision of E911 Service by the Telephone Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating and Telephone Company obligation toward any third person or legal entity other than the customer.
2. The Telephone Company does not undertake to answer and forward E911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customers' premises.
3. Temporary or vacation suspension of service is not provided for any part of the E911 Service.
4. The E911 calling party forfeits the privacy afforded by non-listed and non-published service to the extent that the telephone number, address, and name associated with the originating station location are furnished to the PSAP. The names, addresses, and telephone numbers of telephone customers whose listings are not published in directories or listed in Directory Assistance Offices is confidential. Information will be provided on a call-by-call basis only for the purpose of responding to emergency calls.
5. The Telephone Company's entire liability to any person for interruption or failures of E911 Service shall be limited to the terms set forth in this section and other sections of this tariff.
6. The rates charged for E911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Telephone Company in the event the system is not functioning properly.

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EMERGENCY REPORTING TELEPHONE SERVICE

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

C. CONDITIONS (Continued)

- 7. The Telephone Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof whether caused by the negligence of the Telephone Company or otherwise shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- 8. Each customer also agrees to release, indemnify and hold harmless the Telephone Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made instituted or asserted by the customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.
- 9. The customer also agrees to release, indemnify, and hold harmless the Telephone Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of E911 service features and the equipment associated therewith, or by any services furnished by the Telephone Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing E911 service hereunder, and which arise out of the negligence or other wrongful act of the Telephone Company, the customer, its user, agencies, or municipalities, or the employees or agents of any one of them.
- 10. Because the Telephone Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all E911 calls that originate from telephones served by Central Offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.

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EMERGENCY REPORTING TELEPHONE SERVICE

ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Continued)

C. CONDITIONS (Continued)

- 11. Application for E911 Service must be executed in writing by each customer. If application for service is made by an agent, the Telephone Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any E911 offering.
- 12. The customer is required to furnish the Telephone Company its agreement to the following terms and conditions.
 - a. That all E911 calls will be answered on a 24-hour day, seven-day week basis.
 - b. That the customer has responsibility for dispatching the appropriate emergency service vehicles within the E911 service area, or will undertake to transfer all E911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
 - c. That the customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to the E911 PSAP by calling parties.
 - d. That the customer will provide CPE with a capacity adequate to handle the number of incoming E911 lines recommended to be installed by the Telephone Company. It is the customer's responsibility to ensure their CPE is compatible with the service(s) provided by the Telephone Company.
- 13. When the Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire, and ambulance or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Telephone Company. The customer will associate these ESN's with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESN's will be carried in the Data Management System (DMS) to permit routing of E911 calls to the primary and secondary PSAP's responsible for handling of calls from each telephone in the E911 serving area. The following terms define the customer's responsibility in providing this information:

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GENERAL EXCHANGE SERVICES

N11 – SERVICE OFFERINGS

A. SERVICE DESCRIPTION

1. 211 Service – 211 Service (“211”) is a three-digit local dialing arrangement available in specified areas for the delivery of community information and referral services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services.
2. 311 Service – 311 Service (“311”) is a three-digit local dialing arrangement available in specified areas for the delivery of non-emergency local government services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 311 code is assigned for non-emergency local government services.
3. 511 Service - 511 Service (“511”) is a three-digit local dialing arrangement available in specified areas for the delivery of travel information services via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 511 code is assigned for access to travel information services.
4. 711 Service – 711 Service (“711”) is a three-digit local dialing arrangement for telephone transmission access to all Telecommunications Relay Service (TRS) entities as a toll free call. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 711 code is assigned for nationwide access to TRS entities.
5. 811 Service – 811 Service (“811”) is a three-digit local dialing arrangement available in specified areas used for access to One Call systems via voice grade facilities. Pursuant to Order 05-59, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 811 code is established as the national abbreviated dialing code to be used by state One Call notification systems in order to provide the means for excavators and the general public to notify underground facility operators in advance of their intent to engage in excavation activities in compliance with the Pipeline Safety Improvement Act of 2002 (the Pipeline Safety Act).

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GENERAL EXCHANGE SERVICES

N11 – SERVICE OFFERINGS (Continued)

B. TERMS AND CONDITIONS

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

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

5. The N11 subscriber is restricted from selling or transferring the N11 code to an unaffiliated entity, either directly or indirectly.
6. N11 will not provide calling number information in real time to the N11 subscriber. If the N11 subscriber needs this type of information, the N11 subscriber must subscribe to a compatible Caller Identification Service.
7. Calls to the N11 code that translate to a disconnected number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the N11 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. Callers placing calls to N11 from areas where N11 Service is not provided will be advised that the service is not available from their number.
8. Disputes regarding geographic coverage by two or more N11 subscribers will be referred to the Iowa Utilities Board.

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GENERAL EXCHANGE SERVICES

N11 – SERVICE OFFERINGS (Continued)

B. TERMS AND CONDITIONS (Continued)

- 9. The Company will provision the subscriber’s order within a reasonable time, given the complexity of the order. The N11 subscriber will be billed the nonrecurring charge (if applicable) when the Company provisions the service.

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

- 10. Only a single seven or ten-digit local number or a single ten-digit toll free number may be used as the point-to number.
- 11. N11 Service is provided where facilities permit.
- 12. The N11 subscriber should work separately with cellular or wireless companies to ascertain whether cellular or wireless customers will be able to reach community information and referral services, non-emergency local government services, travel information services, telephone transmission access to all Telecommunications Relay Service (TRS) entities as a toll free call, or access to One Call systems provided by dialing N11.
- 13. N11 will be provided under the following conditions:
 - a. The subscriber will subscribe to adequate telephone facilities, both initially and subsequently as required in the judgment of the Company, to handle calls to N11 without impairing the Company’s general telephone service or telephone plant.
 - b. The N11 subscriber is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases, and all other rights from all persons whose work, statements or performances are used in connection with the service, and from all holders of copy rights, trademarks, and patents used in connection with the service.

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

GENERAL EXCHANGE SERVICES

N11 – SERVICE OFFERINGS (Continued)

B. TERMS AND CONDITIONS (Continued)

13. N11 will be provided under the following conditions: (Continued)

- c. The N11 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copy right, or resulting from any claim of liable and slander.
- d. Suspension of N11 Services is not allowed.
- e. The N11 subscriber will respond promptly to any and all complaints lodged with any regulatory authority against any service provided via N11. At the Company's request, the N11 subscriber will assist in responding to complaints made to the Company concerning the subscriber's N11 service.
- f. The Company will provide both oral and written notification when a N11 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the company or by other subscribers of N11. The Company reserves the right once notification is made to institute protective measure up to and including termination at any time and without further notice. The Company may take protective measure when the N11 subscriber makes no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.

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GENERAL EXCHANGE SERVICES

N11 – SERVICE OFFERINGS (Continued)

B. TERMS AND CONDITIONS (Continued)

- 14. The following conditions apply if the N11 subscriber provides a pre-recorded announcement:
 - a. The N11 subscriber will provide announcements. The Company will provide only delivery of the call.
 - b. The Company's provision of access to the N11 network for transmission of announcements or recorded program services is subject to the availability of such facilities and the requirements of the local exchange network.
 - c. The N11 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
 - d. The N11 subscriber assumes all financial responsibility, according to other specific rates and charges under catalog, for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
- 15. The Company may take all legal and practical steps to disassociate it from N11 subscribers whose business and/or public conduct (whether demonstrated or proposed) generate unacceptable levels of complaints by end users.
- 16. The Company is not liable for any losses or damages of any kind resulting from the unavailability of its equipment, facilities or for any act, omission, or failure of performance by the Company, its employees or agents, in connection with this tariff. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment or on equipment owned or leased by the subscriber.
- 17. Calls placed to the N11 code will be routed to the point-to number based upon the central office switch and/or the Number Plan Area (NPA) of the calling party. Routing based upon NPA and NXX, ten-digit telephone number or ZIP Codes can be provided where technically feasible.

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GENERAL EXCHANGE SERVICES

N11 – SERVICE OFFERINGS (Continued)

C. RATES AND CHARGES

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

	<u>Nonrecurring Charge</u>
a) Service Establishment Charge	
• Per Point-to Number	*
b) Central Office Switch Activation Charge	
• Per Central Office Switch translated.....	*

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

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ACCESS SERVICES CONCURRENCE

A. LIFELINE ASSISTANCE

1. The Federal Lifeline Assistance Program is a plan which assists qualified low-income applicants with reductions in their monthly local exchange service rate. The assistance applies for a single telephone line at the applicant's principal place of residence. Qualified applicants shall have their monthly local exchange service rate reduced by the federal support amount defined in 47 CFR 54.403.
2. Eligibility Requirements
To be eligible for assistance, an applicant must provide documentation showing the applicant (1) meets income-based criterion currently defined as at or below 135 percent of the Federal Poverty Guidelines, OR (2) participates in at least one of the following programs as defined by 47 CFR 54.409:
 - a. Medicaid (e.g. Title XIX/Medical, state supplemental assistance)
 - b. Supplemental Nutrition Assistance Program (SNAP)
 - c. Supplemental Security Income (SSI)
 - d. Federal public housing assistance
 - e. Low-Income Home Energy Assistance Program (LHEAP)
 - f. Temporary Assistance for Needy Families Program (TANF)
 - g. National School Lunch Program

The Lifeline customer is responsible for notifying the Company if the customer ceases to participate in any of the public assistance programs listed above.

A Lifeline customer may only receive assistance from one wireline or one wireless telephone provider per household.

3. Application for Assistance
An applicant shall request telephone assistance through completion of a certification form provided by the Company as governed by 47 CFR 54.410.
4. Rates
 - a. The Lifeline customer will receive a monthly credit toward their local exchange service rate. The total monthly credit identified in 47 CFR 54.403 shall be used to reduce the Lifeline customer's rate.
 - b. Toll blocking shall be included with this service offering without charge. No service deposit would be required if applicant voluntarily elects toll blocking with the initiation of Lifeline Service.

A. CONCURRENCE IN RATES AND CHARGES OF NATIONAL EXCHANGE CARRIER

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Filed with Board

_____ Revised
Cancels _____

Sheet No. 73
Sheet No. _____

ACCESS SERVICES CONCURRENCE

ASSOCIATION TARIFF F.C.C. NO. 3, 4, AND 5 AS FILED BY THE IOWA COMMUNICATIONS ALLIANCE ACCESS SERVICE TARIFF NO. 1

(T)

- 1. Bernard Telephone Company, Inc. concurs in the Effective Access Tariffs as filed by the Iowa Communications Alliance in the State of Iowa.

(T)

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