

DESCRIPTION AND AREA OF OPERATIONS

FiberNet Monticello (Company) is providing telecommunications service in the areas certificated to the Company by the Minnesota Department of Commerce.

Business Offices for the Company are located at:

118 6th Street West, Monticello, MN 55362 (T)

Company representatives may be contacted at 763-271-3230.

Areas of Operation

Monticello, MN

- (T) Change in Text with no change to regulation or rate
- (I) Increase in rate
- (R) Reduction in rate
- (N) New regulation or rate
- (D) Deleted Material

GENERAL APPLICATION

A. General

The rules and regulations set out in this Tariff apply to the services and associated facilities furnished by the Company within its operating territory in the serving area listed herein. Complete Tariffs containing all rates for Local Exchange Service and Intrastate Toll Service will be kept at all times in the Company's local business office where they will be available for public inspection during regular business hours. Failure on the part of any Customer to observe these rules and regulations of this Tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.

Service will be provided on a nondiscriminatory basis, consistent with the Company's certificate of authority under Part 8712.0300 or 7812.0350 as applicable, to all customers who request service and whose premises fall within the company's service area boundaries.

ESTABLISHING SERVICE

A. Availability of Facilities

1. The rates and charges quoted in this Tariff provide for the furnishing of service and facilities where suitable facilities are available
2. The Company shall not be liable for failure to furnish service.
3. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

B. Application for Service

1. Applications for service or requests or orders by the customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service.
2. An applicant may be required to make an advance payment at the time the application is accepted, in cases where a deposit is not collected.

ESTABLISHING SERVICE cont'd

C. Cancellation or Change in Application for Service

1. Where the customer cancels an application for service prior to the start of installation of service or of special construction no charge applies.
2. Where installation of service has been started prior to the cancellation, a Cancellation Charge equal to the Minimum Service Charge may apply.
3. When a customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

D. Refusal of Service

1. Grounds for Refusal of Service:

The Company may refuse to serve an Applicant for any one of the following reasons:

- a. The Applicant's installation or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be given.
- b. In extraordinary circumstances where an Applicants unlimited access to the network may result in substantial loss of revenue to the Company.
- c. For refusal to make a deposit or advanced payment if the Applicant/customer is required to make a deposit under the requirements outlined in this Tariff.

2. Applicant's Recourse

In the event the Company refuses to serve an Applicant, the Company will inform the Applicant of the reasons for its refusal.

ESTABLISHING SERVICE cont'd

E. Transfer, Assignment, or Supersedure of Service

Service previously furnished to one (1) customer may not be assumed by a new customer without lapse in the rendition of service. The new customer must execute a new service agreement subject to the provisions of this Tariff.

F. Minimum Service Periods

Unless otherwise specified elsewhere in this Tariff, the minimum service period for all services offered in this Tariff is one (1) month beginning on and including the day following the establishment of service. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have thirty (30) days.

DISCONNECTION OF SERVICE

- A. Company may disconnect 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 service to a customer under the following conditions after giving customer five (5) days' (excluding Sundays and legal holidays) notice, the notice will comply with Minn. Rules pt.7810.2300:
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 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. 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 and emergency exists.
- D. The Company will comply with the requirements of Minn.Stat.§237.73 before disconnecting service in cases of fraud.

FiberNet Monticello
Monticello, MN 55362

TELEPHONE TARIFF
MINNESOTA

SHEET 5
ORIGINAL
1st REVISION

ISSUE DATE: 1-10-2011

EFFECTIVE DATE: 3-10-2011

DISCONNECTION OF SERVICE

E. Restoral of Service Charge

(N)

The Restoral of Service Charge applies to each customer request for reconnection of service after which service has been temporarily disconnected due to nonpayment of charges or a violation of the regulations of the Company, providing the contract for service has not been terminated or the order to remove the service has not been issued and completed. Such service will be restored upon the payment of the Restoral of Service Charge. The Restoral of Service Charge is in addition to any charges due for current service and facilities furnished up to the date of suspension.

In cases where the service has been removed from the subscriber's premises due to discontinuance of service or nonpayment of charges or to violation of the regulations of the company, service is re-established only upon payment of the charges that would apply for a new installation for a new customer.

These charges are in addition to any charges due for current services and facilities furnished up to the date of suspension of service.

Reconnect Fee: \$25.00

FURNISHING OF SERVICE

A. Provision and Ownership of Service and Facilities

Service and facilities furnished by the Company on the premise of a customer or Authorized User are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this Tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premise at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the customer's premise, or to remove such facilities which are no longer necessary for the provision of service.

Services provided by the Company may not be resold by the customer or used in any manner for which the customer receives compensation from the user except for services provided to hotels, motels, hospitals, and cellular and paging customers when such services are resold to guests, patients, or customers.

B. Company Facilities at Hazardous or Inaccessible Locations

Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The customer will reimburse the Company for any unusual costs involved. The customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

C. Protective Equipment

Protective equipment is required when a hazardous electrical environment is present at a customer's premise and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or customers. The customer must provide the protective equipment subject to Company specifications.

Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to customer's premise where there are high ground potentials, even though not required, may be provided by the customer, subject to specifications. All equipment connected to the Company's facilities and the telecommunications network shall meet the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations.

TELEPHONE NUMBERS

- A. Telephone numbers may be retained by the customers as long as the customer maintains active service within the number portability calling area.
1. The Company shall list each customer with directory assistance except those numbers not listed at the customer's request.
 2. Telephone numbers assigned to customers during the implementation of new service are not guaranteed to the customer until the number has been physically installed.
 3. The company will not withhold number portability from customers whose accounts are in arrears.

CLASSIFICATIONS OF SERVICE

- A. Basis for Classification
1. The determination as to whether customer service should be classified as business or residence service is based on the character of the use to be made of the service and facilities. This consideration is, in all cases, the basis upon which the rates for any particular service are classified, and any indices of such character of use should be applied with this primary definition in mind.
 2. The Company reserves the right to classify any local service furnished a customer as business or residence service, in compliance with this Tariff.

B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

CLASSIFICATIONS OF SERVICE cont'd

C. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes.

INSTALLATION, MAINTENANCE, AND REPAIR OF FACILITIES

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this Tariff, is borne by the Company. Where special conditions or requirements of the customer involve unusual construction or installation costs, the customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service and not due to ordinary wear and tear, the customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable Tariffs. The Company shall have the right to charge the customer for losses experienced as a result of unauthorized tampering.
- C. The customer may be billed the applicable Minimum Service Charge for each service call to the customer's premise where off-hook condition is found.
- D. The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the customer may be required to pay the amount of additional costs the Company incurs as a result of the customer's special requirements, in addition to the other rates and charges specified in this Tariff.

ADVANCED 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 advanced payment is credited to the customer's account on the first bill rendered.
- B. Federal, State or Municipal government agencies may not be required to make advanced payments.

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 the 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 the chapter.

CREDIT POLICY cont'd.

A. Deposit and Guarantee Requirements cont'd

3. No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be bailed to the customer in order to provide the customer 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 established a claim if the receipt is unavailable.

CREDIT POLICY cont'd.

A. Deposit and Guarantee Requirements cont'd

4. cont'd

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 website at 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.

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.

CALL TRACING

A. General

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

B. Definitions

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

C. Terms and Conditions

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

In emergencies, call tracing will be provided upon receiving oral consent from the customer. The customer will be requested to provide written consent promptly and advised to seek the assistance of an investigative or law enforcement officer.
2. Information regarding the originating telephone numbers will be disclosed only to investigative or law enforcement officers, not to customers receiving call tracing services.

CALL TRACING

C. Terms and Conditions cont'd

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.

D. Rates

1. Call Tracing Set Up
 - a. During Normal Business Hours, per feature activation \$ 1.00
 - b. Outside of Business Hours, set up with law enforcement \$ 50.00
2. Extension of Call Tracing period at request of investigative or law enforcement agency No Charge
3. Provision of Call Tracing information to investigative or law enforcement agency No Charge

TELEPHONE ASSISTANCE PLAN (TAP)

A. General

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

B. Eligibility Requirements

To be eligible for assistance, an applicant must meet the following requirement:

1. This discount applies on a single line at the principal place of residence for the applicant.
2. Applicant signs document certifying under penalty of perjury that the consumer has income at or below 135 percent of the Federal Poverty Guidelines or receives benefits from at least one of the following programs:

- Medicaid
- Food Support (Food Stamps)
- Supplemental Security Income
- Federal Public Housing Assistance or Section 8
- Low Income Home Energy Assistance Program
- National School Lunch Program's Free Lunch Program
- Temporary Assistance for Needy Families (Minnesota Family Investment Program, or MFIP)

Individuals who do not qualify under any of the above but live on 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)
- National School Lunch Program's Free Lunch Program

TELEPHONE ASSISTANCE PLAN (TAP) cont'd

B. Eligibility Requirements cont'd

3. Applicant agrees to notify the Company if that consumer ceases to participate in any of the above listed federal assistance programs.

C. Eligibility Revocation

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

D. State TAP Monthly Surcharge

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

LINK UP ASSISTANCE**RESERVED FOR FUTURE USE**

A. General

The Link Up Service Connection Program is a federally sponsored assistance program under 47CFR54 and is designed to make telephone service accessible to qualifying 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 will be discounted to the applicant at a rate of 50 percent, not to exceed \$30. the remaining portion of the service connection charge, up to \$300, may be installment billed, interest free, over a period of one year.

In addition, residents of Tribal Lands may qualify for an additional reduction of up to \$70 to cover 100% of the charges between \$60-\$130 changes to connect the subscriber to the network, including facilities based line extension or construction charges needed to initiate service.

B. Eligibility Requirements

To be eligible for assistance, an applicant must meet the following requirement:

1. This discount applies on a single line at the principal place of residence for the applicant.
2. Applicant can receive the benefit of the Link Up Program a second or subsequent time only for a principal place of residence with an address different from the residence address at which Link Up assistance was previously provided.

LINK UP ASSISTANCE cont'd

RESERVED FOR FUTURE USE

B. Eligibility Requirements cont'd

3. Applicant signs document certifying under penalty of perjury that the consumer has income at or below 135 percent of the Federal Poverty Guidelines or receives benefits from at least one of the following programs:

- Medicaid
- Food Support (Food Stamps)
- Supplemental Security Income
- Federal Public Housing Assistance or Section 8
- Low Income Home Energy Assistance Program
- National School Lunch Program's Free Lunch Program
- Temporary Assistance for Needy Families (Minnesota Family Investment Program, or MFIP)

Individuals who do not qualify under any of the above but live on 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)
- National School Lunch Program's Free Lunch Program

LINK UP ASSISTANCE cont'd

RESERVED FOR FUTURE USE

C. Credit and Collections

1. Credit Reference
The credit verification procedures used for all applicants who apply for service 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 will also be used for applicants who apply for service under the Link Up program. The Link Up program does not reduce or eliminate any permissible security deposits.
3. Collection Standards
Once service has been established for a Link Up applicant, he or she will be expected to adhere to the same bill payment policies expected of any other customer.

LIFELINE ASSISTANCE RESERVED FOR FUTURE USE

The Lifeline Assistance (Lifeline) program, established by the Federal Communications Commission under 47CFR54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of basic local residential exchange access service to qualifying low income subscribers.

A. General

1. Lifeline is a federally funded reduction of the subscriber line charge (SLC) and a reduction of local service charges. Effective July 1, 2002, eligible applicants may receive a maximum reduction of \$7.75 (Tiers One and Two) or the Company's SLC rate on their local telephone bill. (The maximum rate changes depending on the Company's approved SLC tariffs.) Eligible applicants living on or near federally recognized Tribal Lands/reservations will receive an additional credit of up to \$25.00 (Tier Four) sufficient to reduce the monthly rate for local service to no less than \$1.00 inclusive of this subscriber line charge.
2. Federal Universal Service Fund End User Charge will not be billed to Lifeline customers.
3. Local service for Lifeline subscribers may not be disconnected for non-payment of toll charges.
 - a. Toll Restriction Service will be provided to Lifeline subscribers at no charge.
 - b. Lifeline subscribers are not required to accept Toll Restriction Service as a condition to avoid disconnection of local service for non-payment of toll.
 - c. Lifeline subscribers are not required to pay a service deposit in order to initiate service if the subscriber voluntarily elects to receive Toll Restriction Service.

LIFELINE ASSISTANCE cont'd **RESERVED FOR FUTURE USE**

A. General cont'd

4. Partial payments from Lifeline subscribers will be applied first to local service charges and then to toll charges.
5. Lifeline subscribers will not be denied re-establishment of service on the basis that the subscriber was previously disconnected for non-payment of toll charges.

B. Eligibility Requirements

1. Lifeline will be provided for one (1) telephone line per household, at the subscribers principal place of residence, to those individuals who meet the eligibility requirements.
2. Applicant signs document certifying under penalty of perjury that the consumer has income at or below 135 percent of the Federal Poverty Guidelines or receives benefits from at least one of the following programs:

- Medicaid/Medical Assistance
- Food Support (Food Stamps)
- Supplemental Security Income
- Federal Public Housing Assistance or Section 8
- Low Income Home Energy Assistance Program
- National School Lunch Program's Free Lunch Program
- Temporary Assistance for Needy Families (Minnesota Family Investment Program, or MFIP)

Individuals who do not qualify under any of the above but live on 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)
- National School Lunch Program's Free Lunch Program

LIFELINE ASSISTANCE cont'd **RESERVED FOR FUTURE USE**

B. Eligibility Requirements cont'd

4. The applicant signs a document agreeing to notify the carrier if that consumer ceases to participate in the program or programs. When the Company is notified by the customer that the customer no longer participates in one of the above programs, the federal credits to that customer's monthly charges shall cease beginning with the start of the billing cycle beginning in the month after the month in which notification is received.

C. Eligibility Revocation

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

TELECOMMUNICATIONS ACCESS MINNESOTA (TAM)

A. Definition

This section provides for a surcharge to establish and administer a program to distribute communications devices to eligible Minnesotans who have a hearing, speech, or physical disability and to create and maintain telecommunications relay services.

B. Eligibility for Communications Devices

The Department of Human Services is responsible for distributing communications devices and will determine if a consumer is eligible for such devices. To be eligible to obtain a communication device, a person must be:

1. able to benefit from and use the equipment for its intended purpose;
2. have a hearing, speech or physical disability;
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 household that has telephone service or that has made application for service and has been assigned a telephone number; or resident in a residential care facility, such as a nursing home or group home where telephone service is not included as part of overall service provision.

C. Eligibility for Wiring Installation

If a person with a hearing, speech or physical disability does not have wiring to the person's premise to receive telephone service, and the person is subject to economic hardship as determined by the Department of Human Services, the Company providing local service shall at the direction of the administration of the program install necessary outside wiring without charge to the household.

D. Funding

The program is funded through a surcharge on a residence and business access lines which pay the 911 surcharge.

E. Rates

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

CUSTOMER COMPLAINTS, BILLING DISPUTES AND INQUIRIES

Customers may register any inquiry or complaint at Company's business office at 505 Walnut Street, Suite 1, Monticello, MN 55362 or 763-271-3230.

Customers unable to resolve a dispute with the Company may submit any inquiry or complaint to the:

Minnesota Public Utilities Commission
Consumers Affairs Office
121 7th Place E Suite 350
St Paul, MN 55101-2147

Metro	651-296-0406
Non-Metro	1-800-657-3782
Fax	651-297-7073
E-mail	consumer.puc@state.mn.us
Web	www.puc.state.mn.us

The Company will provide to all new telephone customers, at the time service is initiated, a pamphlet or information packet advising the Applicant of his/her rights as a customer. This information shall inform the customer concerning their right to request information relating to rates and services; bill payment policies; regulations in regard to termination of service; billing disputes; information about alternative payment plans; reconnection of service after involuntary termination; customer complaints, supervisory review by the Company and registering a complaint with the Commission; Company business office hours, addresses and telephone numbers; deposits; statement of nondiscrimination; and availability of any special services.

CUSTOMER RELATIONS

A. Customer Complaints

1. Upon complaint to the Company by a Customer either at the Company's office by letter or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.
2. In the event the complainant is dissatisfied with the Company's report, the Company will advise the complainant of the Commission complaint process, and inform the complainant that they may contact the Division at the Commission which is responsible for handling complaints.
3. The Company shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof, for a period of two years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges, which require no further action by the Company, will not be recorded.

B. Payment for Service

A customer shall be responsible for the payment of all charges for services and equipment furnished the customer, including charges for services originated and/or charges accepted at the customer telephone. Failure to receive a bill or disconnect notice does not relieve the customer of the responsibility for payment provided the Company has followed procedures for proper customer notification. The services or facilities furnished by the Company may be suspended for failure of the customer to pay any sum due as set forth under Sections concerning discontinuance of service.

CUSTOMER RELATIONS cont'd

C. Billing Period and Charges

1. Bills for telephone service will normally be rendered monthly. Bills may be rendered more frequently, however, when it is considered necessary or advisable by the Company. Bills shall show the Company name, toll free contact telephone number, period of time covered by the billings, and shall show a clear listing of all charges due and payable, including outstanding amounts in the same Customer class that the Company may have chosen to transfer from a Customer's prior delinquent account(s). Payment of charges for moves and changes and other Nonrecurring Charges may be required prior to completion.
2. Charges for local services and facilities are payable monthly in advance.
3. Special charges, fees, and taxes - An additional charge shall be added to the Customer's bill for service, which is equal to the pro rata share of any occupation, franchise, business, license, excise, privilege, or other similar charge or tax, now or hereafter imposed by any municipal taxing body or municipal authority whether by statute, ordinance, law, or otherwise, and whether presently due or to hereafter become due, upon approval of the charge by the Commission.
4. The Company will provide the Customer with a breakdown of Local Service Charges at the time service is initially installed or modified, or if requested by the Customer. The Customer may also choose to receive an itemized breakdown of Local Service Charges monthly that will be provided by the Company at a reasonable charge. Delivery of billing information via electronic or other format other than paper will be supplied at rates and terms to be determined on an individual case basis.
5. A Late Payment Charge will be applied to amounts owed to the Company but not received within twenty (20) days of the billing date.
6. A Return Check Charge of up to \$30 may be imposed immediately on any dishonored check by the payee or holder of the check in compliance with Minn. Stat. § 604.113.

CUSTOMER RELATIONS cont'd

D. Payment Arrangements

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill but before the due date of the next bill if a customer so requests. If the customer does not fulfill the terms of such payment arrangements the Company shall have the right to disconnect service. A disconnect notice must be issued prior to termination of service, if one had not been issued before the payment arrangement was executed.

E. Allowance for Interruptions

In the event a Customer's service is interrupted other than by the negligence or willful act of the Customer or for mechanical problems past the Company's facility connection point with the Customer, and it remains out of order for twenty-four hours or longer after being reported to be out of order and after access to the premise is made available, appropriate adjustments or refunds shall be made to the Customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be the pro-rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund is calculated as follows:

$$\text{Amount of Refund} = \frac{\text{Total number of Days Interrupted}}{\text{Total Number of Days in Billing Period}} \times \text{Monthly Rate}$$

CUSTOMER RELATIONS cont'd

F. Adjustment of Charges for Overbilling and Underbilling

If billings for Telecommunications Service are found to differ from the Company's lawful rates for the services being purchased by the customer, or if the Company fails to bill the customer for such services, a billing adjustment shall be calculated by the Company. The backbilling for both overcharges and undercharges to the customer shall not exceed twelve (12) months.

G. Disputed Bills

In the event of a dispute between a customer and the Company regarding any bill for telecommunications service, the Company shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the customer and, in the event the dispute is not resolved, shall inform the customer of the complaint procedures of the Commission.

A customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed thirty (30) days. The customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.

H. Individual Case Basis

Arrangements will be developed on a case-by-case basis in response to bona-fide request from a customer or Applicant to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive request may be different than those specified for the services in this Tariff. ICB rates will be offered to the customer or Applicant in writing, on a nondiscriminatory basis and in compliance with the Commission's applicable policies and Orders.

I. Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges to introduce present or potential customers to a service not previously received by the customer(s). Appropriate notices will be filed with the promotion pursuant to the requirements of Minn. Stat. § 237.626.

UNIVERSAL EMERGENCY NUMBER SERVICE 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number "911" dialing to its customers for simplified emergency access police, fire and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 Calling Party, by calling 911 Service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to Law Enforcement Agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with Unlisted or Non-published numbers as well as those customers who have been requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit or creating any Company obligation, either express or implied, toward any third person or legal entity other than the customer. The Company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff by statute.

811 NATIONAL ABBREVIATED DIALING CODE

(N)

Pursuant to FCC Order 05-59 in CC docket 92-105 the 811 code was established as the national abbreviated dialing code to be used by state One Call notification systems in order to provide a means for excavators and the general public to notify underground facility operators in advance of their interest or intent to engage in excavation activities in compliance with the Pipeline Safety Improvement Act of 2002.

SERVICE DESCRIPTIONS

A. Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to:

- Place or receive calls to any calling Station in the Customer's local calling area, as defined herein;
- Access enhanced Universal Emergency Number 911 Service where available;
- Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- Access Operator Services;
- Access Directory Assistance;
- Place or receive calls to 800/888 telephone numbers;
- Access Telecommunications Relay Service.

B. Service Offerings

All services offered in this Tariff are subject to service order and service change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges.

1. Residential and Business Local Service

(C)

The Company's residential and business local dial tone service includes unlimited local calling. The residential local dial tone does include Call Waiting, 3-Way Calling and Selective Call Rejection. Other Ala Carte calling features are available on a per feature basis.

2. Directory Assistance and Operator Services

Directory Assistance provides for identification of telephone directory numbers, via an operator or automated platform. Operator Services provides assistance with placing alternatively dialed or alternatively billed calls via an operator or automated platform. A customer may obtain Local Directory Assistance (DA) in determining telephone numbers within its local calling area by calling the Directory Assistance operator. Directory Assistance includes the option for call completion to the requested number at an additional charge.

SERVICE DESCRIPTIONS cont'd

B. Service Offerings cont'd

3. Main Number Retention (Number Portability)

Main Number Retention is an optional feature by which a customer, who was formally a customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the customer's former local exchange carrier.

4. Non-listed and Non-Published Telephone Number Service

Non-listed Telephone Number Service provides for suppression of the telephone number from the alphabetical section of the directory but the number remains available in directory assistance records and will be furnished upon request of the calling party. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a Non-listed telephone number in the directory shall attach to the Company. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by publication of a Non-listed telephone number. Non-Published Telephone Number service provides for suppression of the telephone number from both printed and recorded directory listings.

5. Blocking Services

This service is a feature that permits customers to restrict access from their telephone to various discretionary services. The Company will offer one time free set up for blocking of all 900 and 900-type services. Subscribers will be given the option for blocking at the time their service is established. The Company will require written requests for unblocking. This service has no monthly or recurring charge.

SERVICE DESCRIPTIONS cont'd

B. Service Offerings cont'd

6. Directory Listings

For each customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a customer's option, the Company will arrange for additional listings for an additional charge. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by publication errors.

7. Call Management Features

A comprehensive description of Call Features is available on the Company Website.

RATES AND CHARGES

A. Charges Based on Distance

Where charges for a service are based on distance the distance between the two points will be measured in airline miles. Airline miles will be calculated as follows:

1. Obtain the Vertical (V) and Horizontal (H) coordinates assigned to each point.
2. Obtain the difference between the "V" coordinates and the difference between the "H" coordinates.
3. Square each difference obtained in step B. above.
4. Add the square of the "V" difference and the "H" difference obtained in step 3. above.
5. Divide the number obtained in step 4. by ten (10). Round to the next whole number.
6. Obtain the square root of the whole number obtained in step 5. above. Round to the next higher whole number. This is the airline mileage.

B. Return Check Charge

The Company will assess a charge for each instance where a check is returned or otherwise dishonored by a bank or equivalent business. Return Check Charge, per occurrence \$ 30.00.

ISSUED: June 11, 2009

EFFECTIVE: July 11, 2009

BY: Jeff O'Neill, City Administrator 505 Walnut Street, Suite 1, Monticello, MN 55362

RATES AND CHARGES cont'd

C. Local Exchange Service – Monthly Recurring Rates and Charges

Residential Basic Telephone Line* \$ 21.20**

Business Basic Telephone Line

<u># of lines</u>	<u>Cost Per Month</u>
1	\$43.85
2	\$83.32
3	\$122.79
4	\$162.26
5	\$201.73
6	\$241.20
7	\$280.67
8	\$320.14
9	\$359.61
10	\$399.08
PBX Trunk	\$ 78.14
T-1 Loop	\$ 325.00
PRI	\$ 455.00

* includes Call Waiting, 3-Way Calling, Selective Call Rejection (Z)

**Monthly discount is available when Internet and Cable services are added.
(Add one additional service – 4% discount; Add both – 7% discount)

ISSUE DATE: February 28, 2011

EFFECTIVE DATE: March 23, 2011

RATES AND CHARGES cont'd

F. IP-VIRTUAL PBX SERVICE – ALL SERVICE AREAS

(N)

The hosted IP-Virtual PBX service (telephone system) is a business service which offers the advantages of a PBX without the need to own a PBX or telephone system. It will combine voice and data into a single service.

First single line - \$43.85 per line per month
Additional lines - \$21.95 per line per month

Extensions - \$5.00 per extension per month up to 25. Extensions over 25 will be at no charge.

Standard features on each line or extension:

- Call Waiting
- Call Waiting ID
- Calling Line ID
- Calling Number Delivery Block per call
- 3 Way Calling
- Call Transfer
- Call Forwarding
- Call Forwarding-Pre-set
- Unconditional Call Forwarding
- Call Hold
- Web Self Care
- Basic Voice Mail
- Follow Me Service

Non-Recurring Programming Charge \$5.00 per single line

Non-Recurring Programming Change Charge \$15.00 per virtual change

On-Site Visit - \$48 for the first hour, \$28 for each additional half hour increments thereafter
(Materials not included)

This service provides unlimited local calling.

3 hours of on-site training will be provided at no additional charge. \$48 for the first hour,
\$28 for each additional half hour increments thereafter

Additional features available per line per month – \$1.50 per feature per month
(Under development)

Feature descriptions are available on the website.

Pricing does not include applicable state, local or federal tax.

3 toll free numbers are included per business. Standard long distance rates apply.

FiberNet Monticello
Monticello, MN 55362

TELEPHONE TARIFF
MINNESOTA

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4th REVISION

ISSUE DATE: 1-4-2011

EFFECTIVE DATE: 1-4-2011

D. Directory Assistance Charges, each call

within basic local calling scope and LATA/NPA Serving area	\$ 1.50
outside basic local calling scope and LATA/NPA Serving area	\$ 1.99
Call Completion Charge	\$ 1.25

E. Operator Assistance Charges, each call

Station to Station Customer Dialed Calling Card	\$ 1.00
Station to Station Operator Assisted Sent Paid, Collect 3 rd Number	\$ 2.50
Person-to-Person	\$ 5.00
Operator Dialed Surcharge, per Number dialed	\$ 1.25
Zero Minus Charge	\$ 1.25

ISSUE DATE: July 12, 2010

EFFECTIVE DATE: August 1, 2010

FIBERNET MONTICELLO

Refer- A-Friend Program

(N)

Refer-A-Friend program will be available to new and existing residential Customer's in all service areas.

New customers must be referred by existing customer and sign-up for the following service(s) for both customers to receive the corresponding discount.

Services include: Expanded Basic TV, Digital TV, Internet or Local Telephone

SINGLE SERVICE: \$10 Discount

TWO SERVICES: \$20 Discount

THREE SERVICES: \$50 Discount

Restrictions:

- Credit only is granted, no cash value
- Credit is non-transferable
- One (1) credit per new customer referred and installed
- Existing customers cannot use credit toward any unpaid balance
- Cannot be used with other discounted offers
- Customers must subscribe to a minimum of 90-days or forfeit the discount

RATES AND CHARGES cont'd

F. Directory Listing Service

One standard white page directory listing is available free of charge. Additional and special listings are available at the following rates:

	<u>Residence</u>	<u>Business</u>
Additional listing	\$ 1.50	\$ 2.50
Cross Reference listing	\$ 1.50	\$ 2.50
Alternate listing	\$ 2.25	\$ 3.25

G. Unlisted and Non Published Telephone Number Service

	<u>Residence</u>	<u>Business</u>
Non-listed Number	\$ 3.50	\$ 3.50
Non-Published Number	\$ 5.50	\$ 5.50

H. Caller ID*	<u>Residence</u>	<u>Business</u>
	\$ 5.00	\$ 9.35

I. Call Management Features	<u>Residence</u>	<u>Business</u>	
Individual Call Management features	\$ 1.00	\$ 1.50	(T)
Complete feature package (All Call Management Features)	\$ 7.00	\$ 9.00	(T)
Pick 5 Call Management Features **	\$5.00	N/A	(N)

Call Management Feature descriptions are available on the website

J. Voice Mail	<u>Residence</u>	<u>Business</u>	(N)
	\$5.95	\$9.95	

K. Long Distance, Per minute	<u>Residence</u>	<u>Business</u>	(T)
	\$ 0.05	\$ 0.05	

Flat Rate Unlimited Plan, per month	\$ 20.00	N/A
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*Caller ID is not considered a Call Management Feature

** Voice Mail is included either as a Call Management Feature or as a an a la carte service

ISSUE DATE: 1-17-2011

EFFECTIVE DATE: 2-7-2011

PROMOTION OFFER
NEW CUSTOMER ACQUISITION

The promotion is a new customer acquisition campaign.

Promotional Period: Ninety (90) days - (February 7 to May 7, 2011)

Services: Cable TV, Internet and Telephone

Offer:

A customer that signs up for two (2) services will receive one (1) month free of both services.
A customer that signs up for three (3) services will receive two (2) months free of all three services.

Restrictions:

- Customers must remain with FiberNet for three (3) months after installation has occurred.
- Customers cannot downgrade services during the promotional period.
- Customers who cancel before the ninety (90) day period will be charged for the services they received during the free period.
- Must be 18 years or older to qualify.
- Applicable taxes or surcharges will not be included as part of the free services.
- A customer must not have been an FNM customer during the past 60 days to participate.
- Equipment Rental is included in the promotion. Customers who choose to purchase their own equipment (modems, routers etc.) will not receive a discount on those purchases.

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ISSUE DATE: 1-17-2011

EFFECTIVE DATE: 3-3-2011

PROMOTION OFFER
UPGRADE CAMPAIGN

The promotion is geared to upgrade existing residential customers with one (1) and two (2) service to three (3).

Promotional Period: Ninety (90) days - (March 3, 2011 to June 3, 2011)

Services: Cable TV, Internet and Telephone

Offer: An eligible customer can receive a \$20 gift card for upgrading to three (3) services for three (3) months.

Restrictions:

- To qualify the household must currently subscribe to one (1) or two (2) services (Cable TV, Internet or Telephone).
- Customers must remain with FiberNet for three (3) months after installation has occurred.
- Customers cannot downgrade services during the three (3) month period.
- Customers who cancel before the ninety (90) day period will be charge for the cost of the gift card, which equals \$20 along with services they received.
- Must be 18 years or older to qualify.
- Only one (1) gift-card per household is allowed.
- A customer must have a current balance on their account to qualify.

FiberNet Monticello
Monticello, MN 55362

TELEPHONE TARIFF
MINNESOTA

SHEET 34
ORIGINAL
5th REVISION

ISSUE DATE: 4-19-2011

EFFECTIVE DATE: 5-9-2011

90 DAY PROMOTIONAL OFFER
BUY OUT YOUR CONTRACT

The promotion is a new customer acquisition campaign for residential and business customers.

Promotional Period: Ninety (90) days - (May 9th to August 9th, 2011)

Services: Cable TV, Internet and Telephone

Offer: “New customers will receive a one-time credit equal to their prior carrier’s termination fee up to a \$200 limit if the customer orders two FiberNet services, or up to \$300 if the customer orders three FiberNet services.”

Restrictions:

- To qualify customers must provide receipt of proof of payment of the contract termination fee before credit will be applied.
- Must be 18 years or older to qualify.
- Customer must not have been a subscriber of FiberNet Monticello for the past 6 month.
- Credit is non-transferrable
- No cash value
- Applicable taxes or surcharges will not be included as part of the free services.
- Equipment Rental is included in the promotion. Customers who choose to purchase their own equipment (modems, routers etc.) will not receive a discount on those purchases.