### **FLORIDA**

## END-USER TELECOMMUNICATIONS SERVICES PRICE LIST

OF

## ROSEBUD TELEPHONE, LLC

This Price List contains the descriptions, regulations and rates applicable to the furnishing of intrastate end-user telecommunications services by Rosebud Telephone, LLC ("the Company") within the State of Florida. This Price List is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 501 W. Main Street, Rosebud, TX 76570.

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## **CHECK SHEET**

Sheets of this price list are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION
1	Original
2 *	1 <sup>st</sup> Revised
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23*	1 <sup>st</sup> Revised
24*	1 <sup>st</sup> Revised
25*	1 <sup>st</sup> Revised
26*	1 <sup>st</sup> Revised
27*	1 <sup>st</sup> Revised
28*	1 <sup>st</sup> Revised
29*	1 <sup>st</sup> Revised
30*	1 <sup>st</sup> Revised
31*	1 <sup>st</sup> Revised
32*	1 <sup>st</sup> Revised
33*	1 <sup>st</sup> Revised

<sup>\*</sup> indicates pages included in this filing

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## **SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- D Delete or discontinue
- I Change resulting in an increase to a customer's bill
- M Moved from another price list location
- N New
- R Change resulting in a reduction to a customer's bill
- T Change in text or regulation but no change in rate or charge

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## PRICE LIST FORMAT

- A. **Sheet Numbering** Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc the Commission follows in its price list approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

```
2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.(i).
2.1.1.A. 1.(a).I.(i).
2.1.1.A. 1.(a).I.(i).
```

D. Check Sheets - When a price list filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the sheets contained in the price list, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The price list user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FCC.

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## **SECTION 1 - DEFINITIONS**

Certain terms used generally throughout this price list are defined below.

**Answer Supervision** – The transmission of the switch trunk equipment supervisory signal off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

**Authorized User -** A person, firm, corporation or other entity that is authorized by the Customer to be connected to the service of the Subscriber under the terms and regulations of this price list.

Carrier or Company – Connect Paging, Inc. d/b/a Get A Phone, issuer of this price list, unless otherwise clearly indicated by the context.

Commission – the Florida Public Service Commission.

Customer - Any person, firm, corporation or other entity that orders Service and is responsible for the payment of charges and for compliance with the Company's price list regulations.

Customer-Designated Premises - The premises specified by the Customer for termination of services.

**End Office Switch** – A switching system where exchange service Customer station loops are terminated for the purposes of interconnection to each other and to trunks.

**End User -** Any individual, association, corporation, governmental agency or any other entity that uses the services of the Company under the provisions and regulations of this price list. The End user is responsible for payment unless the charge s for the services utilized are accepted and paid by another Customer.

**Exchange** - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

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

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**LATA** - A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling Area - A geographic area in which an End User may complete a call without incurring toll charges.

**Personal Call** – A non-commercial voice message or fax transmission. A Personal Call may not include data transmission or dial-up Internet access.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinates are used in the calculation of airline mileage.

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## **SECTION 2 - RULES AND REGULATIONS**

## 2.1 Undertaking of the Company

### 2.1.1 **Scope**

The Company's services offered pursuant to this Price List are furnished for intrastate telecommunications service. The Company may offer these services over its own or resold facilities. The Company's obligation to furnish facilities and service is dependent on its ability (a) to secure and retain, without unreasonable expense, suitable facilities; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstance are such that the proposed use of the facilities or service would tend to adversely affect the company's plant, property or service. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this price list until the indebtedness is satisfied.

## 2.2 Payment and Credit Regulations

2.2.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. Payment responsibility includes all local and toll calls originating from the Customer's premises and for all calls charged to the customer's lines where any person answering the Customer's line agrees to accept such charges.

All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within two months after receipt of the bill. Adjustments to Customers' bills shall be made to the extent that circumstances exist that reasonably indicate that such changes are appropriate.

2.2.2 Customer bills for telephone service are due upon receipt, unless other specified by this price list or by contract.

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- 2.2.3 In the event the company incurs fees or expenses, including attorney's fees, collecting or attempting to collect any charges owed to the Company, the Company may charge the customer all such fees and expenses reasonably incurred.
- 2.2.4 The Company reserves the right to assess a returned-check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned unpaid to the Company by a bank for any reason, including insufficient funds or closed accounts. This charge will be in addition to any charges assessed by any bank. If a customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid, and the Company is not required to issue any additional notice before disconnecting service.

## 2.2.5 **Deposits**

Any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and toll charges for up to two months for the facilities and services. If the amount of a deposit is proven to be insufficient to meet the requirements specified above, the customer shall be required to pay an additional deposit upon request.

## 2.2.6 Advance Payments

For customers whom the Company determines an advance payment is necessary the Company reserves the right to collect an amount not to exceed one month's estimated charges as an advance payment for service. This payment will be applied against the next month's charges, and a new advance payment may be collected for the next month.

### 2.2.7 **Taxes**

All state and local taxes, including but not limited to gross receipts taxes, sales taxes, and municipal utilities taxes, or associated surcharges, are listed as separate line items on Customers' bills and are not included in the rates listed in this price list.

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## 2.2.8 **Disputed Charges**

The Company will provide credit on charges disputed by the customer in writing that are verified as incorrect by the Company. If objection in writing is not received by the company within a reasonable period of time after the bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

## 2.3 Refunds or Credits for Service Outages or Deficiencies

## 2.3.1 Credit Allowance for Interruption of Service

Credit allowances for interruptions of service that are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment, or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.2 herein. No credit is issued for outages less than one day in duration. Credit for outages greater than one day in duration is issued for fixed recurring monthly charges only. No credit is given for usage-sensitive charges. Outage credits are calculated in thirty-minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the term of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Carrier immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, and is not in wiring or equipment, if any, furnished by the customer and connected to the Carrier's terminal.

## 2.3.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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## 2.4 Liability of the Company

- A. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth in 2.3 above. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this price list, the Company's liability, if any, shall be limited as provided herein.
- C. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.
- D. The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Access Services; or (b) for the acts or omissions of other Common Carriers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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- F. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section 2.1.4.F as a condition precedent to such installations.
- G. The Company shall not be liable for any defacement of or damage to Customers Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers shall be deemed to be agents or employees' of the Company.
- H. Notwithstanding the Customer's obligations as set forth in Section 2.3 below, the Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this price list, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this price list.
- I. The Company shall be indemnified and held harmless by the End User against any claim, loss or damage arising from the End User's use of services offered under this price list including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the End User's own communications; patent infringement claims arising from the End User's combining or connecting the service offered by the Company with facilities or equipment furnished by the End User of another Interexchange Carrier; or all other claims arising out of any act or omission of the End User in connection with any service provided pursuant to this price list.

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- J. The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- K. The Company makes no warranties or representation, express or implied, including warranties or merchant's ability or fitness for a particular use, except those expressly set forth herein.
- L. The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, Channels, or equipment which result from the operation of Customer-provided systems, equipment, facilities or service which are interconnected with Company services.
- M. The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and End User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, 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, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

## 2.5 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers or Subscribers reselling or rebilling the Company's intrastate service must have a Certificate of Public Convenience and Necessity from the Commission.

### 2.6 Minimum Service Period

The minimum service period is one month (30 days).

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## 2.7 Cancellation by Customer

No charge applies when the applicant cancels an application or service prior to the start of installation or special construction. When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee, which is the less of (i) the costs incurred by the Carrier, or (ii) the charge for the minimum period of the service ordered, plus applicable installation charges.

Customers of the Company may cancel service at any time upon reasonable notice. Upon such cancellation the Subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

## 2.8 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the customer shall be given 10 days notice to comply with any rule or remedy any deficiency.

- A. For failure of a Customer to make a deposit as required under this price list;
- B. For impersonation of another with fraudulent intent;
- C. For nonpayment of any sum due;
- D. For use of service in a manner reasonably to be expected to frighten, abuse, torment or harass another;
- E. For any other violation of the Company's rules and regulations applying to Customer's contract or the furnishing of service;
- F. Without notice for abandonment of service
- G. Without notice for use of service in such a way as to impair or interfere with the service provided to other Customers;
- H. Without notice for abuse or fraudulent use of service.

## 2.9 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customerprovided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided by contract.

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## 2.10 Applicable Law

This price list shall be subject to and construed in accordance with Florida law.

## 2.11 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. The Customer is also responsible for recovery costs of company-provided equipment and any expenses required for repair or replacement of damaged equipment.

### 2.12 Restoration of Service

Restoration of service shall be accomplished in accordance with Commission rules and regulations.

## 2.13 Promotional Campaigns

The company may conduct special promotions from time to time that waive a portion or all processing fees or installation fees. These promotions will be conducted in accordance with state law and Commission rules and regulations.

### 2.14 Access to Customer's Premises

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the company to enter the premises of the Customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

### 2.15 Credit Requirements

The Company reserves the right to deny or cancel service to an entity that does not meet the Company's credit requirements or for which credit information is not available.

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## 2.16 Late Payment Charges

- A. Customer bills for telephone service are due on the date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill, which shall be not less than 15 days from the date of the bill. If payment is not received by the Customer's next billing date, a Late Payment Charge of \$10.00 will be applied to all amounts previously billed under this price list, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

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## **SECTION 3 - BASIC SERVICE DESCRIPTIONS AND RATES**

## 3.1 Quality of Service

The Company will offer local exchange services, including dial tone, local calling services, and access to 911 emergency services, operator services, and telecommunications relay services twenty-four hours a day, seven days a week. The quality of the Company's service will be at least equivalent to the service of the incumbent local exchange company serving the same area.

The Company will provide its local exchange customers access to 911 emergency services at a level at least equivalent to the service provided by the incumbent local exchange company serving the same area. For residential customers, access to 911 emergency services shall be maintained for the duration of any temporary disconnection due to non-payment of local service.

## 3.2 Telecommunications Relay Service

When billing calls received from the relay service, the Company will apply a 50 percent discount off the otherwise applicable rate for a voice call. When either the called or calling party indicates that either party to the call is both hearing and visually impaired, the Company will apply a 60 percent discount off the otherwise applicable rate for a voice call.

## 3.3 Message Telecommunications Service

Message Telecommunications Service is a switched outbound service that is available to business and residential Customers from presubscribed lines. Calls are billed with a minimum of eighteen seconds and in six-second increments thereafter. Calls originate on Customer-provided access lines. Rates are not mileage- or time-of-day sensitive.

Rate per minute: \$0.10

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#### 3.4 Description of and Rates for Local Exchange Service

Local Exchange Service provides an individual access line for the transmission of twoway switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premise and a serving central office that provides Customer access to the switched network for placing and receiving calls. Access to 911 Emergency Services and 800 (toll-free) service is provided at no charge. Note that the Company will not offer service in any exchanges that are not capable of providing the selective blocking services required by the Company's offering.

### 3.4.1 Residential Service

The residential Customer is provided an individual access line and unlimited local calling within its Local Calling Area. No additional FCC or TASA "hearing impaired" charges will be assessed.

#### A. **Basic Package**

Basic Package includes unlimited calling within the specified Local Calling Area.

#### B. Silver Package

The Silver Package includes unlimited calling within the specified Local Calling Area, and Call Waiting.

#### C. Gold Package

The Gold Package includes unlimited calling within the specified Local Calling Area, Call Waiting, and Caller ID.

#### D. Platinum Package

The Platinum Package includes unlimited calling within the specified Local Calling Area plus all of the Custom Calling Features listed at Section 3.4.3 of this price list.

### 3.4.2 Business Service

The business Customer is provided an individual access line and calling within the Local Calling Area. Effective: JUN 23 2011

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## 3.4.3 Service Connection Charges

Service connection charges are non-recurring charges that apply to ordering.

- A. Initial Service Order Charge Applies to receiving, recording, and processing information necessary to execute a new Customer's request to begin receiving telephone service.
- B. Service Order Charge Applies to receiving, recording and processing information necessary to execute a Customer's request to move the Customer's telephone service to a new location.
- C. Change Order Charge Applies to the processing work necessary to execute a Customer's request to change service.

## 3.4.4 Custom Calling Features

Custom Calling Features are optional service arrangements of central office features furnished to individual line Customers. The following custom calling features are available within the exchange area of all exchanges served by a central office where facilities and operating conditions permit. Customers may subscribe to one or more of the following features:

- A. Call Forwarding Allows the Customer's calls to follow the Customer to any telephone number of Customer's choice.
- B. Call Waiting Permits the Customer engaged in a call to receive a tone signal indicating a second call is waiting, and, by operation of the switckhook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switchhook.
- C. Three-Way Calling Permits the Customer to add a third party to an established connection on both outgoing and incoming calls.
- D. Speed Calling Permits the Customer to place calls to other telephone numbers by dialing a one- or two-digit code rather than the complete telephone number.
- E. Repeat Dialing Permits the Customer to have calls automatically redialed when the first attempt reaches a busy number.

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- F. Call Blocking Allows a Customer to block incoming calls from a particular number. Blocked calls are routed to a recorded announcement that specifies that the called party is not accepting calls.
- G. Call Return Allows the Customer to return a call to the last incoming call whether answered or not.
- H. Last Number Redial Allows the Customer to automatically place a call to the last called number.
- I. Caller ID Automatically displays the phone number, name, date, and time of the caller on a display unit at the time the call is received, enabling the Customer to know who is calling before they pick up the phone.
  - The Company will not be liable for any economic harm, personal injury, invasion of any right of privacy, of any person, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by the Company's delivery or failure to deliver the telephone number of the calling party.
- J. Call Tracing Allows the Customer to dial a code to automatically request that the Company record a caller's originating telephone number and date and time of call as well as the date and time of the Customer-initiated trace. This information is stored by the Company and disclosed only to a law enforcement agency for investigation purposes.

### 3.4.5 Rates\*

## 3.4.5.1 Nonrecurring Charges

Activation Fee	\$69.99 <sup>1</sup>
Transfer Fee	$$35.00^2$
Feature Change	\$10.00
Delinquency Fee	\$5.00
Restoration Fee	\$25.00

This installation fee may, upon customer request, be paid with a one-time charge of \$39.99 per month with the remainder invoiced over the next 12 monthly invoices at \$2.50 per month.

This fee applies when transferring service from one address to another.

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Directory Assistance Call	\$1.25
Completion	
Local Directory Assistance	\$1.25
Move Service	
Number Change	\$10.00
Service restoration	\$25.00
Trouble Location Charge	\$30.00
Primary Interexchange	\$15.00
Carrier Change Charge	

## 3.4.5.2 Features Offered on a Usage Sensitive Basis

The following features are available to all local Exchange Business and Residence line Customers where Facilities and Services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

<b>Optional Calling Features</b>	Residence	Business
Three-Way Calling	\$0.75	\$0.75
Call Return	\$0.75	\$0.75
Repeat Dialing	\$0.75	\$0.75
Calling Number Delivery Blocking Per Call	No Charge	No Charge

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

### 3.4.5.3 Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multi-line Customers must order the appropriate number of features based on the number of lines that will have access to the feature.

Caller ID	\$10.00/month	
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Call Waiting	\$5.00/month
Call Waiting ID	\$5.00/month
Call Forwarding	\$5.00/month
Call Return	\$5.00/month
Call Reject	\$5.00/month
2	

Toll Block \$5.00/month (Free for Lifeline Customers) Toll

Block \$5.00/month (Free for Lifeline Customers)

Speed Dialing \$5.00/month
Auto Redial \$5.00/month
Auto Recall \$5.00/month
Voice Notes \$5.00/month

## 3.4.5.4 Rate Packages

Monthly recurring charges for packages are as follows:

BRONZE Service \$29.49 – No Features (I)

SILVER Service \$37.49 – Includes Call Waiting & Caller ID (I)

GOLD Service \$47.49 - Includes 3 Way Calling, Speed (I)

Calling, Selective Call Forwarding, Priority Call, Caller ID, Call Waiting ID, Call Waiting, Call Return, Call

Forwarding & Call Blocker

Non-recurring installation charge applies on all packages.

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## 3.4.5.5 Exchange Access Service

(N)

(N)

A. General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services:

There are three types of rates and charges that apply to Switched Access Service:

- (i) Non-Recurring Charges: One-time charges that apply for a specific work activity.
- (ii) Recurring Charges: Fixed charges apply each month and depend on the number and type of facilities in place.
- (iii) Usage Charges: Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

### B. Rate Categories

(N)

There are several rate categories that apply to Switched Access Service:

- (i) Local Transport
- (ii) End Office
- (iii)Chargeable Optional Features.

### C. Billing of Access Minutes

(N)

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User's Local Switching Center - (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch

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for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

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

## D. Rates and Charges

(N)

### Carrier Common Line

Per minute of use (originating and terminating)

\$0.000

(N)

## Tandem Switched Transport

Composing II EC

### TST-facility (per access MOU per mile

Competing ILEC	Rate per MOO per mile	
BellSouth	.000020	(N)
CenturyLink Embarq	Zone 1 .000035	(N)
Embarq	Zone 2 .000055	(N)
Embarq	Zone 3 .000080	(N)
Verizon	.000002	(N)
TST-facility Fixed		
Competing ILEC	Rate per MOU	
BellSouth	.000168	(N)
CenturyLink Embarq	Zone 1 .000365	(N)
Embarq	Zone 2 .000438	(N)
Embarg	Zone 3 .000598	(N)

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Tandem Switching Competing ILEC		Rate per MOU per tandem	
BellSouth CenturyLink (Emba	rq)	.001145 Zone 1 .001197 Zone 2 .001338	(N) (N) (N)
Verizon		Zone 3 .001693 .001574	(N) (N)
Local Switching (ra Competing ILEC	tes per MOU) Local Switching per MOU	Shared Trunk Port	
BellSouth CenturyLink (Embarq)	.002849	.0000 .000557	(N) (N)
Verizon	.0020995	.001692	(N)
Information Surcharge Rate per MOU	\$0.00000		(N)
Paper/Electronic Media Customers who electronic a surcharge of	t to receive a par	per or CD-ROM version of their	(N) r invoice will
Chargeable Optional Fe All Optional Feature (ICB).		are offered on an Individual Ca	(N) se Basis
Miscellaneous Charges			(N)

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Mary Ann Mitchell, Vice President Rosebud Telephone, LLC 501 W Main Street Rosebud, TX 76570

Administrative Processing \$25 per order

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### 3.5 Directory Listings

The Company will arrange for a single directory listing in the alphabetical section of the telephone directory published by the dominant exchange service provider in the Customer's exchange area and the local directory assistance data base free of charge upon initiation of basic local exchange service. Non-published listings are not listed in the directory nor in the Company's Directory Assistance Records. Changes and/or additions to directory listings may incur applicable Service Connection Charges.

## 3.6 Taxes and Surcharges

All federal, state and local taxes and surcharges, including but not limited to gross receipts taxes, sales taxes, federal network access charges, municipal utilities taxes, or associated surcharges, are listed as separate line items on Customers' bills and are not included in the rates listed in this price list.

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## SECTION 4 - CONTRACTS AND INDIVIDUAL CASE BASIS ARRANGEMENTS

### 4.1 Contracts

The Company may provide any of the services offered under this price list, or combinations of services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this price list do not apply to Customers who agree to contract arrangements, with respect to services within the scope of the contract.

Services provided under contract are not eligible for any promotional offerings that maybe offered by the Company from time to time.

## 4.2 Individual Case Basis Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

### **SECTION 5 - PROMOTIONS**

[Reserved for future use.]

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## **SECTION 6 – LIFELINE**

## 6.1 Lifeline Program

(T)

### 6.1.1 General

- 1) A qualifying low-income customer subscribing to the Lifeline Program shall receive federal and state reductions to their monthly tariffed residential local exchange access line rate and federal subscriber line charge.
- 2) Nothing in this section shall prohibit a customer who is eligible for the Lifeline Program from obtaining and using telecommunications equipment and services designed to aid such customer in utilizing qualifying telecommunications services.
- 3) The Lifeline Program rate reductions do not apply to long distance services, 976 and other information related telecommunications services, custom calling features, or other ancillary services that may or may not be tariffed. Customers may obtain these services, where available, at their discretion.
- 4) The Company may not disconnect the local service of a Lifeline Program customer for the non-payment of toll charges unless the Company has received a waiver from the Commission allowing disconnection of service for this reason. However, the Company reserves the right to implement toll blocking, at no charge, if the customer incurs a significant balance of unpaid toll bills. The Company will inform the customer, by direct mail, of this change to their service due to the customer's non-payment of all outstanding toll charges. Upon payment of outstanding toll charges, the Company shall remove mandatory blocking at the customer's request. (T)
- 5) Upon subscribing to the Lifeline Program, a customer will be offered a subscription, at no charge, to toll limitation service (toll block or toll control where technically available) which denies the customer access to the long distance telecommunications network; however, the customer is under no obligation to accept the subscription to toll blocking upon initial subscription to the Lifeline Program. If customer voluntary elects toll limitation the deposit requirements for local service will be waived. (M)

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6) The Lifeline Program rate reductions will not be available on a retroactive basis. However, when a customer is qualified for Lifeline, Rosebud will apply an additional monthly discount for the previous month, dating back 30 days, or to the start date for service, whichever is less. (T)

## 6.1.2 Designated Lifeline Program Services

The Company shall offer the following services or functions defined to be qualified, or designated, Lifeline Program Services:

- (A) Single party service
- (B) Local Usage
- (C) Voice-grade access to the public network
- (D) Dual-tone multi-frequency (DTMF) signaling or its functional equivalent
- (E) Access to emergency (9-1-1) services
- (F) Access to operator services
- (G) Access to interexchange services
- (H) Access to directory assistance services
- (I) Toll Limitation Toll Blocking or Toll Control service

In addition, the Company shall offer any other service determined by the Commission to be "basic local telecommunications service" or any service supported by federal universal service support mechanisms under 47 C.F.R.§54.101 or any regulation substituted for same.

## 6.1.3 Eligibility Requirements

### 6.1.3.1 Qualifying Low-income (Eligible) Customer Criteria

The Lifeline Program rate reductions will be provided per eligible customer. An eligible customer shall be defined as an individual who participates in one of the following programs:

- 1) Medicaid
- 2) Supplemental Nutrition Assistance Program (SNAP)
- 3) Supplemental Security Income (SSI)
- 4) Federal Public Housing Assistance
- 5) Low-Income Home Energy Assistance Program

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### (LIHEAP)

- 6) Temporary Assistance for Needy Families, or (T)
- 7) National School Free Lunch Program (T)

A customer may also be eligible if he or she is an eligible resident of tribal lands who is living on or near a reservation. Pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), a "reservation" is defined as any federally recognized Indian tribe's reservation, pueblo, or colony. (T)

A customer may also be eligible if his or her household income is at or below 150% of the federal poverty guidelines as published by the U.S. Department of Health and Human Services and updated annually. (T)

6.1.3.2 Obligations of the Customer

(T)

- (A) Customers who meet the low-income requirement for qualification but do not receive benefits under the programs listed in subsection (d) of this section may provide the LIDA with self-enrollment for Lifeline benefits.
- (B) Customers receiving benefits under the programs listed in subsection (d) of this section and who have telephone service with the Company will be subject to the Lifeline automatic enrollment procedures as provided by the LIDA unless they provide the LIDA with a request to be excluded from Lifeline Service.
- (C) Customers receiving benefits under the programs listed in subsection (d) of this section and who do not have telephone service must initiate a request for service from the Company.
- (D) Opportunity for contest.
  - (i) A customer who believes that their self-enrollment application has been erroneously denied may request in writing that LIDA review the application, and the customer may submit additional information as proof of eligibility.
  - (ii) A customer who is dissatisfied with LIDA's action following a request for review under clause (i) of this subparagraph may request in writing that an informal hearing be conducted by the Public Utility Commission staff.

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(iii) A customer dissatisfied with the determination after an informal hearing under clause (ii) of this subparagraph may file a formal complaint with the Public Utility Commission.

## 6.1.3.3 Obligations of the Company

(T)

- (A) The Company shall only provide Lifeline Service to all eligible customers identified by the Low-Income Discount Administrator (LIDA) within its service area in accordance with this section.
- (i) The Company shall identify, on the initial database provided by the LIDA, those customers to whom it is providing telephone service and shall begin reduced billing for those qualifying low-income customers.
- (ii) The eligible customer shall not be charged for changes in telephone service arrangements that are made in order to qualify for Lifeline Service, or for service order charges associated with transferring the account into Lifeline Service. If the eligible customer changes the telephone service, the Lifeline provider shall begin reduced billing at the time the change of service becomes effective.
- (iii) Upon receipt of the monthly update provided by the LIDA, the Company shall begin reduced billing for those qualifying low-income customers subscribing to services within 30 days.
- (iv) The LIDA shall provide a self-enrollment form by direct mail at the customer's request. The LIDA shall maintain customers' selfenrollment forms and provide a database of self-enrolling customers to the Company.

### 6.1.3.4 Discontinuance of Service

1) If the DCF notifies the Company that a customer no longer qualifies for the Lifeline Program, the Company shall provide a direct mail notice advising the customer that the Lifeline Program discount will be discontinued within 30 days unless the customer notifies the Company that An error has been made. If the customer notifies the Company of an error, the Lifeline Program discount will continue for additional 30 days to allow the customer adequate time to correct records and obtain an affirmation of eligibility from the DCF. If the customer has not obtained an affirmation of

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eligibility from the DCF by the end of the 60-day period, Lifeline Program discounts may discontinue and the customer's service and billing will continued at applicable rates.

2) Customers who are not receiving benefits through programs listed in section 6.1.3.1, but whose annual household income is at or below 125% of the federal poverty guidelines may be required to provide the Company with an affidavit of self-certification to verify their status. The Company may require such verification annually by notifying those customers through direct mail that an affidavit must be submitted within 60 days to continue receiving the Lifeline Program discounts. If the customer does not respond within 60 days, the Lifeline Program discount will cease and the customer's service and billing will continue at applicable rates.

## 6.1.4 Deposits and Credit Requirements

- 6.1.4.1 The Company will not charge a service deposit in order to initiate the Lifeline Program if the eligible customer voluntary elects to receive Toll Restriction.
- 6.1.4.2 The Company may charge a service deposit if:
  - 1) The eligible customer denies subscription to toll limitation service upon subscribing to the Lifeline Program.
  - 2) The Company receives a Commission waiver from having to provide toll blocking due technical limitations.
- 6.1.4.3 In instances where the Company may require a service deposit, the same credit verification procedures and deposit regulations used for all applicants who apply for service with the Company are also applicable to the eligible customers for the Lifeline Program.
- 6.1.5 Service Connection Charges

(T)

6.1.5.1 Service connection charges do apply when:

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### END-USER TELECOMMUNICATIONS SERVICES PRICE LIST

- 1) Existing eligible customers requesting additional nonqualifying services at the time Lifeline Program reduced billing is initiated.
- 2) New Customers (those without existing local exchange access service) eligible for the Lifeline Program and establishing qualifying service.
- 3) Any subsequent moves or changes after initial connection to the Lifeline Program

6.1.6 Amounts (T)

The Company shall apply Lifeline Program rate reductions, per eligible customer, as described below. In no event shall the monthly residential local exchange access line rate for the eligible customer be reduced below \$2.25.

Monthly Rate Reduction

a. Federal Lifeline Discount \$9.25

6.2 [Deleted] (D)

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