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Company Name The Hamilton Telephone Company

Florida Secretary of State Registration No. F04000006193

COMMISSION CLERK

Fictitious Name(s) as filed at Fla. Sec. of State Hamilton Telecommunications

Company Mailing Name Hamilton Telephone Company

Mailing Address 1001 12th St

Aurora, NE 68818

Web Address www.hamilton.net

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Consumer Liaison to PSC John Nelson

Title Vice President

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My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.


Signature of Company Representative

John Nelson, Vice President
Printed/Typed Name of Representative

11-11-04
Date

Effective: 07/15/2003

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

The Hamilton Telephone Company
d/b/a Hamilton Telecommunications

Florida Tariff No. 1
Original Sheet 1

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by The Hamilton Telephone Company d/b/a Hamilton Telecommunications, with principal offices at 1001 12th St., Aurora, NE 68818. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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EFFECTIVE: November 16, 2004

By:

Phillip C. Nelson, President
1001 12th St.
Aurora, NE 68818

The Hamilton Telephone Company
d/b/a Hamilton Telecommunications

Florida Tariff No. 1
Original Sheet 2

CHECK SHEET

The sheets listed below, which are inclusive of this tariff, 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 tariff and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
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

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By: Phillip C. Nelson, President
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SYMBOLS SHEET

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved From Another Tariff 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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TARIFF FORMAT SHEETS

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. 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 page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page 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 its 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.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Commission or FPSC - The Florida Public Service Commission

Company or Carrier - The Hamilton Telephone Company d/b/a Hamilton Telecommunications

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, Christmas Day.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Telecommunications Relay Service - Telecommunications transmission service that allows a person who is hearing impaired or speech impaired to communicate by wire or radio in a manner that is functionally equivalent to the ability of a person who is not hearing impaired or speech impaired. Such term includes any service that enables two-way communication between a person who uses a telecommunications device or other nonvoice terminal device and a person who does not use such a device.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

The Company's installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.

2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the customer is using service in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS continued

2.2 Limitations (Cont.)

2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. **Such transfer or assignment** shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.3 Liabilities of the Company

2.3.1 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur, unless ordered by the Commission.

2.3.2 The Company shall be indemnified and held harmless by the customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by the Company.

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SECTION 2 - RULES AND REGULATIONS continued

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or due to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in Subsection 2.3.1. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or equipment, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

2.4.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit = $A/720 \times C$

"A" - outage time in hours

"B" - each month is considered to have 720 hours

"C" - total monthly charge for affected facility

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SECTION 2 - RULES AND REGULATIONS continued

2.5 Disconnection of Service by Carrier

The company (carrier), upon 5 working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

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SECTION 2 - RULES AND REGULATIONS continued

2.6 Deposits

The Company does not require a deposit from the customer.

2.7 Advance Payments

For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed on customer bills as separate line items and are not included in the quoted rates.

2.9 Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The Company only provides telecommunications relay service. End users of calls placed using telecommunications relay service are billed directly by the end user's carrier of choice. An end user's long distance usage charge for calls placed using telecommunications relay service, including when a call begins and ends, is based on the method employed by the end user's carrier of choice as reflected in such carrier's tariff on file with the Commission.

3.1.2 Billing Increments

The minimum call duration for billing purposes to the end user is dependent upon the method of measuring call duration employed by the end user's carrier of choice as reflected in such carrier's tariff on file with the Commission.

3.1.3 Per Call Billing Charges

Per call billing charges are dependent upon the method of per call billing employed by the end user's carrier of choice as reflected in such carrier's tariff on file with the Commission.

3.1.4 Uncompleted Calls

Any changes for uncompleted calls will be determined in accordance with the tariff of the end user's carrier of choice on file with the Commission.

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.2 Calculation of Distance

Usage charges for all mileage sensitive products will be based on the method of calculating distance between rate centers associated with the originating and terminating points of the call employed by the end user's carrier of choice as reflected in such carrier's tariff on file with the Commission.

3.3 Minimum Call Completion Rate

An end user's call completion rate is dependent upon the call completion rate of the end user's carrier of choice.

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SECTION 3 - DESCRIPTION OF SERVICE continued

3.4 Service Offerings

3.4.1 Service

The Hamilton Telephone Company will provide the necessary inbound 800/8xx long distance circuits and outbound direct dialed circuits in order to facilitate the provisioning of the Florida Telecommunications Relay Service (TRS) if selected by the Commission as the State of Florida's TRS provider. Any TRS provided by The Hamilton Telephone Company in Florida will be provided subject to the terms and conditions of any contract between the company and the Commission and using Florida certificated underlying carriers, such as AT&T.

End users of telecommunications relay service use their carrier of choice and will be billed directly for outbound long distance calls placed through the Florida TRS by the end user's carrier of choice. If The Hamilton Telephone Company is selected as Florida's TRS provider, all carriers available for use through the Florida TRS will be carriers properly registered with, or certificated by, the Commission.

The Hamilton Telephone Company does not directly provide or bill long distance services to end user customers.

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SECTION 4 - RATES

4.1 Telecommunications Relay Service Rates

End users of any telecommunications relay service provided by The Hamilton Telephone Company will be billed directly by their carrier of choice for any long distance calls made through TRS at the rates established in their specific carrier's tariff on file with the Commission. The Hamilton Telephone Company does not bill any end user customers. All charges for TRS provided by The Hamilton Telephone Company will be paid by the State of Florida pursuant to any contract between The Hamilton Telephone Company and the Commission.

4.2 Special Rates For The Handicapped

4.2.1. Telecommunications Relay Service

For intrastate toll calls received from the relay service, the end user's carrier of choice will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

The Hamilton Telephone Company does not bill any end user customers directly. All end user customers will be billed for any long distance calls made using the TRS directly by their carrier of choice at the rates established in that carrier's tariff on file with the Commission.

The Hamilton Telephone Company will be paid by the State of Florida for providing TRS at a rate determined by a competitive procurement process and pursuant to the terms and conditions of any contract to be entered into between The Hamilton Telephone

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Florida Tariff No.. 1
Original Sheet 16

Company and the Commission. The provision of TRS service by The Hamilton Telephone Company in Florida is subject to The Hamilton Telephone Company being awarded the contract to serve, as Florida's TRS provider.

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