

SCHEDULES OF REGULATIONS AND RATES  
APPLYING TO THE INTRASTATE SERVICES  
AND FACILITIES OF  
WILSON TELEPHONE COMPANY, INC.

EXPLANATION OF SYMBOLS

- (C) - Change in regulation or condition which affects a rate or charge
- (D) - Discontinued regulation, condition, rate or charge
- (CR) - Change in rate or charge
- (I) - Rate Increased
- (N) - New regulation, condition, rate or charge
- (M) - Moved text, no other modifications
- (R) - Rate Reduced
- (T) - Change in text only -- no change in regulation, condition, rate or charge
- (X) - Correction of typographical or spelling error

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(D)

1. GENERAL

1.1 Definitions

All words and terms used throughout this tariff, in addition to usual meanings, are intended to have the meanings regularly ascribed to them by the telecommunications industry.

Where it may be deemed helpful for full understanding, a word or term may be defined within the body of this tariff.

1.2 Exchange Areas

Exchange areas are defined by metes and bounds descriptions contained in various certificates and/or Corporation Commission orders.

Wilson Telephone Company, Inc. provides service within the following Kansas exchanges:

Brookville	Sylvan Grove
Denmark	Tipton
Hunter	Wilson
Lucas	

2. RULES AND REGULATIONS

2.1 General

These Rules and Regulations apply generally to all services and facilities furnished by the Wilson Telephone Company, Inc., hereinafter referred to as the "Company". There is intended to be no inconsistency between these Rules and Regulations and more specific rules that are included within the Tariffs. If there should appear to be any such inconsistency, the more specific rules shall be regarded as prevailing over these Rules and Regulations.

2.11 Purpose of the Company

The Company is authorized and obligated to provide service within the territories certificated to it by the Kansas Corporation Commission. The Company furnishes telecommunication services as a public utility in accordance with its tariffs on file with the State Corporation Commission and is subject to regulation by the State Corporation Commission.

2.12 Adoption of the Tariff by the Company

The rules and regulations contained in this tariff have been adopted by the Board of Directors of the Wilson Telephone Company, Inc. in compliance with its Articles of Incorporation, by-laws and all known Federal and State laws applying to the provision of telephone service.

2.13 Inspection of Company's Tariff

- A. Copies of these Rules and Regulations together with rate schedules and forms for application and contract are on file for inspection at the business office of the Company during normal business hours. The Company may not refuse permission to anyone requesting to inspect its effective tariffs, nor may it require anyone to state a reason why they wish to do so prior to permitting access.
- B. A copy of the credit and collection rules shall be furnished upon request to any applicant for service or to any customer undergoing disconnection proceedings.

2.14 Tariff Applicability

- A. The rules, regulations and rates contained in this tariff apply to the general public located within the certificated service area of the Company and to all services rendered by the Company except as otherwise provided for in individual rate schedules or a special contract between the Company and a customer.
- B. This tariff cancels and supersedes all other tariffs of the Company issued and effective prior to the effective dates shown on the individual sheets of this tariff.

2.15 Special Services and Facilities

- A. Special services and facilities, not otherwise mentioned in, provided for, or contemplated by the Tariff schedules of the Company, may be furnished or leased pursuant to special contract for such special service or facility for such period as

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may be agreed upon, provided such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Company. All contracts, which may be entered into pursuant to this Tariff provision, shall be filed with the State Corporation Commission.

- B. In the event any such special service or facility, or the use made thereof, interferes with the furnishing of telephone service by the Company, the Company may terminate such contract and cease to furnish such special service or facility after thirty days written notice to the customer; and provided further that the Commission may terminate such contract whenever, in its opinion, public interest requires such termination.

#### 2.16 Construction Charges

- A. When underground or buried service connections are desired by a customer as an initial installation in an area where the Company would ordinarily use aerial construction, or where a customer is serviced by existing aerial plant and desires that these facilities be buried or placed underground, the following applies:
1. The method of installing direct buried cable will be at the discretion of the Company. In instances where cable is placed in a customer-provided trench, backfilling the trench will be the responsibility of the customer. In addition, the customer shall pay the installed cost of the buried cable, less the estimated cost of the installation of aerial facilities with the same capability.
  2. In instances where facilities are changed from aerial to buried at the customer's request, the customer shall pay the cost of removing the aerial facilities.
  3. Where the Company would not normally use conduit facilities, and the customer requests that cable be laid in conduit, the underground conduit shall be constructed and maintained at the expense of the customer.
  4. The duct or ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use.
  5. Cable installed in conduit will be maintained and replaced at the expense of the Company where the conduit in which the cable is installed has been inspected in place by the Company, and approved. Repairs and replacements of cable in conduit not so inspected and approved, or repairs or replacements of cable in conduit made necessary by damages caused by the customer or his representatives will be made only at the customer's expense.
- B. The Company reserves the right to specify the exact type, design, and quality of new plant construction necessary for all service line projects and this option shall in no way influence the application of advance payment as specified below.
- C. Service may be furnished for special business of a temporary nature, such as oil leases or road construction camps which may or may not remain in a fixed location for any considerable length of time, in accordance with regulations herein, except that the customer will be required to pay the entire cost of new construction

necessary to establish the service, and may be required to pay the cost of its removal.

D. Pole leads and circuits on public highways or private property, whether furnished at the expense of the Company or the customer, are maintained by the Company and ownership therein is vested in the Company or, in the case of pole leads on public highway or private property, may be vested in some other company with whom the Company has a joint use agreement. Poles and circuits on private property are provided in accordance with the regulations specified in Section 2.15 of this tariff.

E. Where necessary and applicable, provisions in Section 2.15 of this tariff will apply in addition to conditions listed in 2.16 A. above.

F. Extensions of the Distributing Plant

1. Within the City Limits, the Company will extend its distributing plant to furnish regular exchange service to any customer without requiring a construction charge, subject to the regulations as specified in the Tariff.

2. Outside the City Limits, but within the Exchange Area, the Company will extend its distributing plant to provide regular exchange service to customers where facilities are not available, subject to the conditions and regulations as follows:

(a) Length of New Line <u>Extension, per Route Mile</u>	<u>Advanced Payment Required</u>
(i) Up to 1/2 Mile	None
(ii) More than 1/2 mile	\$100 per 1/10 route mile up to \$1,000.00 maximum amount.

(b) Advance Payments

(i) Mileage for determining advance payments will be based on route mileage distance from the Company's nearest cable or wire facility.

(ii) Advance payments will be applied against the customer's monthly telephone service billing (for local service charges).

(iii) No portion of the advance payment will be refunded if telephone service is terminated prior to exhaustion of the advance payment amount.

(iv) At the Company's discretion for service to temporary locations, i.e., construction sites, mobile homes, etc., the applicant for service may be required to pay the total cost of construction, plus the cost of dismantling, less any salvage value.

G. Outside of certified exchange area

When telephone companies agree to a change in certified exchange boundary lines at the request of an applicant for service, the applicant for service must pay the total cost of construction of the facilities beyond the existing boundary plus any stranded investment of the company releasing the area.

H. When it is necessary to provide service on private property and where right-of-way is not obtainable along public roads, any amount in excess of a right-of-way cost necessary to construct on private right-of-way will be paid by the customer in addition to payments as set forth herein.

2.2 Telephone Service

2.21 Description of the Telephone Service

- A. Local exchange and long distance telephone service is available to the general public through the facilities owned and operated by the Company in accordance with the Rules and Regulations of this tariff. These services consist principally of local exchange and toll telephone service provided for residential and commercial customers of the Company. In addition to these services the Company may also provide other services as a part of special contracts.
- B. Charges for Company services offered under this tariff are covered in Sections 3, 4 and 5. Long distance telephone charges are billed to the customer by the Company in accordance with interexchange carrier tariffs, when applicable.

2.22 Application of Business and Residence Rates

- A. Business rates apply at the following locations:
  - 1. In offices, stores, factories, and all other places of a strictly business nature.
  - 2. In boarding houses, except as noted in Section 2.22 B.2. In offices of hotels, halls, and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges, hospitals, libraries and other similar institutions, except as noted in Section 2.22 B.4.
  - 3. At residence locations where the customer has no regular business telephone and when Directory Advertising or other forms of business advertising are used in association with such locations or numbers.
  - 4. At residence locations, when an extension is located in a shop, office, or other place of business.
  - 5. In any location where the listing of service at that location indicates a business, trade or profession, except as specified below.
  - 6. At residence locations where the customer has no regular business phone and the customers' principal income is derived from public sale of goods or services

(as in the case of distributors of household products or carpenters who contract their services).

B. Residence rates apply only at the following locations:

1. In a location used exclusively as a private residence except as provided for in 2.22 A.
2. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.
3. In the place of residence of a clergyman or nurse, and in the place or residence of a physician, surgeon, or other medical practitioner, dentist or veterinarian, provided the customer does not maintain an office in the residence.
4. In clubs, associations, churches, or fraternal organizations that meet infrequently.

2.23 Application for Telephone Service

- A. Applications for service may be made on the Company's standard form of application, verbally, by facsimile (fax), or by electronic means (e-mail). Applicants for service may be required to pay in advance, at the time application is made, all charges accruing for the first billing period for exchange service, and the Service Charges if applicable. Customers are subject to these General Rules and Regulations, the General Exchange Service Tariffs and the Local Exchange Tariffs for the particular exchange in which service is furnished.
- B. Subsequent requests from customers may be made verbally, and no advance payment will be required. A move from one location to another within the Company's Service Area is not considered to terminate the contract and orders for such moves may be made verbally.

2.24 Minimum Contract Periods

- A. Except as hereinafter provided or specifically stated in this tariff, the minimum contract period for all services shall be one month. Customers taking service for less than the minimum period will be billed for a minimum monthly charge including installation and other nonrecurring charges, if any, as specified under the appropriate rate schedule.
- B. The length of the contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day the succeeding directory is first distributed to the customers.
- C. Where the provision of service requires special or nonstandard types of arrangements of equipment or make it necessary to construct or install additional or

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special facilities or equipment, the Company may require that a written contract be executed between the Company and the customer providing for a minimum contract period of more than one month at the same location, subject to the approval by the State Corporation Commission of Kansas.

2.25 Termination of Service

- A. Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the company, and upon payment of the termination charges specified hereunder, in addition to all charges due for service which has been furnished.
  - 1. Where service for which the minimum contract period is one month, the charges due include payments for the balance of the initial month.
  - 2. In the case of directory listings where the listing has appeared in the directory, the charges will be adjusted based on when during the directory period service is terminated.
  - 3. Contracts for periods of longer than one month covering services whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original customer.
- B. Service may be terminated after the expiration of the minimum contract period, upon the Company being notified and upon payment of all charges due to the date of termination of the service.

2.26 Authorized Use of Company Service and Facilities by the Customer

- A. Customer telephone service, as distinguished from public telephone service, is furnished only for exclusive use by the customer, family, employees or business associates, or persons residing in the customer's household, except as the use of the service may be extended to persons temporarily subleasing a customer's residential premises. The Company has the right to refuse to install customer service or to permit such service to remain on public premises unless the instrument is so located that it is not accessible for public use.
- B. The Company strictly prohibits any customer from charging or receiving compensation from another for services or use of the facilities provided to that customer without the prior written approval of the Company.

2.27 Use of Profane Language or Impersonation of Another

- A. The Company may deny or discontinue telephone service to any person(s), firm or corporation who, over the facilities furnished by the Company, uses, or permits to be used, foul, abusive, obscene, or profane language; or in a manner which could reasonably be considered frightening to others; or for impersonation of another.

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- B. The Company will attempt to identify nuisance calls only after proper arrangements have been made with the Company.

2.28 Use for Unlawful Purposes

- A. All service is provided subject to the condition that it will not be used for any unlawful purpose; nor may the Company operate outside the law or allow to be operated any service or facilities belonging to the customer, or the Company, which might be or could become a danger or hazard to the employees, property, or agents of the Company or the public in general. Any damages, injuries, or harm caused by the negligence of the customer shall be the responsibility of the customer and in no case may the Company be held liable.
- B. The Company may refuse to furnish or may discontinue telephone service to any person, firm or corporation upon written objection to the furnishing of such service made by or on behalf of any governmental law enforcement officer with authority to do so on the grounds that such service is or may be used for an illegal purpose.

2.29 Connection of Automatic Dialing and Announcing Devices

- A. This rule applies to use of automatic dialing or automatic announcing devices when operated or used for the purpose of making a solicitation telephone call.
1. A solicitation telephone call includes any telephone call by or for a commercial, political, charitable, polling or other entity which has the purpose or effect, directly or indirectly, of soliciting a sale, a contribution or donation, or an opinion or information or other specific action on the part of the called party.
  2. An automatic dialing device is any user terminal equipment which, when connected to a telephone line, can dial, with or without manual assistance, telephone numbers which have been stored or programmed in the device or are produced or selected by a random or sequential number generator.
  3. An automatic announcing device is any user terminal equipment which, when connected to a telephone line, can disseminate a recorded message to the telephone number called, either with or without manual assistance.
- B. No automatic announcing device, either in conjunction with an automatic dialing or other device or separately, shall be connected to or operated over, the telephone network unless:
1. The device or its operator, within five (5) seconds after the called party hangs up, creates a disconnect signal or on hook condition which allows the called party's line to be released, if the called party would otherwise be unable to obtain dial tone after hanging up; and
    - (a) The automatic announcing device is used pursuant to prior agreement between the calling and called parties; or
    - (b) The recorded message begins with or is preceded by a statement announcing the name, address, and callback telephone number of the

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calling party, the purpose or nature of the message, and the fact that the message is a recording.

- C. Automatic dialing and announcing devices (ADAD), when used in conjunction, shall not be connected to, or operated over, a telephone line unless:
1. No calls are made to emergency telephone numbers. Emergency telephone numbers are those identified as such in the telephone directory for the exchange to which ADAD calls are made and also those numbers included on a list provided by the telephone facility of each such exchange. This list shall be provided to the prospective ADAD user upon the Company's receipt of the notice required by Section 2.29 C.4, below. The list shall include the numbers of customers who have requested inclusion on the list and have proven to the satisfaction of the Company that ADAD calls would substantially interfere with the customer's ability to render emergency services in situations involving danger to life, health or property. The customer or the Company may request Commission determination of the appropriateness of inclusion on the list. Changes in the list shall also be provided to ADAD users who have not ceased operation.
  2. No calls are made, except pursuant to prior agreement between the calling and called parties,
    - (a) Before 9:00 a.m. and after 9:00 p.m., and
    - (b) At such other times when operation might cause substantial impairment of service, as determined by the Company pursuant to Section 2.29. E. below.
  3. All attempted calls are terminated and a disconnect or on hook condition created when the call is not completed within thirty seconds.
  4. At least five days prior to operation, the prospective user provides the Company of each exchange from and to which telephone calls are to be made with the ADAD a written notice containing the following information:
    - (a) The prospective's user's name, address and telephone number;
    - (b) The address and telephone number from which the ADAD calls are to be made;
    - (c) A description of the ADAD, including whether it is FCC registered;
    - (d) A summary of the nature of the calls to be made;
    - (e) The calendar days and clock hours during which the ADAD's to be used; and
    - (f) An estimate of the expected traffic volume, in terms of message attempts per hour and average length of completed message.

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- D. The user of the ADAD equipment shall notify in writing the Company of each exchange from and to which the telephone calls are to be made of any substantial change in the information provided pursuant to 2.29 C.4. above, at least three days before such change, and also of any actual traffic volume that substantially exceeds the estimated volume, promptly after the actual traffic volume is determined.
  - E. If the Company providing the originating service to the ADAD user determines, from review of the information provided by the ADAD user or otherwise, that the telephone service of others is or may be substantially impaired, it may provide service subject to reasonable written conditions necessary to prevent such impairment or, in the absence of such conditions, may refuse or immediately discontinue service to the ADAD user. In making such determinations, the Company shall consider information received from other telephone utilities of any exchange to which ADAD calls are, or would be, made. Failure by the ADAD user to comply with the conditions set forth by the Company shall be grounds for immediate termination of service.
  - F. If the ADAD user fails to comply with the provisions of this rule, the Company providing originating service may refuse to provide service until the noncompliance is remedied or may terminate service upon five days prior written notice, except as otherwise specified in Section 2.29 E. above.

### 2.3 Standards on Billing Practices

#### 2.31 General Policy

- A. The customer is required to pay all charges, as set forth in this tariff, for telecommunications services (including collect toll messages which have been accepted at the customer's telephone). In addition to those charges, the Company will add applicable Federal excise, franchise, sales taxes, or other authorized surcharges to each monthly bill as a separate charge.
- B. Recurring charges will be billed monthly in advance except that certain Federal government service, provided under contract, and toll charges are billed in arrears for all customers. Special billing may be made by the Company to any customer where the total amount due the Company becomes unusually high without valid reason, or when the customer cancels service. Any special billing not paid on demand, shall be considered delinquent.
- C. All bills for Company service are due and payable upon receipt. A bill shall be deemed delinquent if payment thereof is not received by the Company or its authorized agent, or is not postmarked on or before the date stated on the bill which date shall be the tenth (10th) day after the date of mailing of the bill to the customer. In the event a postmark on a customer's payment received after the due date is not discernible, a three-day mailing period will be presumed.
- D. If the last calendar day for remittance falls on a Saturday, Sunday, legal holiday or other day when the offices of the Company are not open to the general public, the final payment date shall be extended through the next business day.

2.32 Handling of Checks

- A. Checks on banks will be accepted for payment of bills or other amounts due the Company.
- B. If a customer issues an insufficient fund check as payment for telephone service, it will be considered to be non-payment. The Company may, at its discretion, assess the customer a \$15.00 service charge for processing the insufficient fund check or turn the check over to the appropriate law enforcement agency for prosecution. If a customer causes the insufficient fund check to be made valid or pays in cash but refuses to pay the \$15.00 service charge, the customer shall be considered to be in arrears and telephone service will be disconnected seven (7) days after written notice has been given. Non-sufficient fund checks received on or before the tenth of the month for the prior month's service must be made good within seventy-two (72) hours, or service will be disconnected. Non-sufficient fund checks received after the fifteenth (15th) for prior month's service must be made good the same day as returned to the office, or service will be discontinued on that date.
- C. The maintenance of service charge will be applied when it becomes necessary to visit a customer premises to collect for an insufficient fund check.
- D. If any customer renders three non-sufficient fund checks during a twelve (12) month period, the Company shall notify the customer that subsequent payments must be made in cash, cashier's check or money orders. After the Company receives the second non-sufficient fund check within a twelve (12) month period, the business office will notify the customer of the Company's policy regarding non-sufficient fund checks.

2.33 Contents of a Bill

(N)  
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Each customer will receive, at no additional charge, one copy of the customer's monthly telephone service bill in paper, or at the customer's option, electronic (Ebill) format. Ebills will contain all applicable customer notifications or links to such notifications when necessary.

- A. Each telephone bill issued to a customer shall contain the following information:
  - 1. The period of local service billed for ("billing period"), the approximate date of mailing ("mailing date") and the final date by which a payment can be received before the bill is deemed delinquent.
  - 2. Monthly local service charges, including access line and extra directory listing charges. Such charges shall be itemized following an initiation or change of service, and itemized upon customer request.
  - 3. Total toll charges, with information for each toll call as to its date, time, length, rate code at which billed, place called and telephone number called. Additionally, if the call is a collect, credit card or third number call, the telephone number and city called from shall be shown. Included on the bill shall be an explanation of the rate codes.

- (M) 4. Service charges for non-recurring items such as directory assistance or service connection charges, itemized for each charge separately included in filed tariffs.
- (M) 5. The amount due for excise taxes.
6. The amount due for sales taxes.
7. The amount due for franchise taxes or surcharges where applicable.
8. The total amount (sum of 2 through 7 above) due for service in the current billing period.
9. The amount of additional charges due for past due accounts, collection charges, reconnection charges, installation payments or other charges authorized in the Company's tariffs.
10. The amount of any adjustments or credits.
11. The total amount due.
12. The address and telephone number of the Company and the identification of the person or office where a customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise complain.
- B. The Company may include on the bill charges for special service that are not authorized by tariff or otherwise specifically regulated by the Commission, such as the sale of merchandise or directory advertising. Charges for special service shall be designated clearly and separately from charges for telephone service.
- C. If a customer makes partial payment for the total bill, the payment shall be credited first to the additional charges (A.9. above), then to current charges (A.8. above) and then to special charges (B. above) for purposes of discontinuance of service.
- D. Items for which non-payment may result in the denial of service will be clearly identified in accordance with applicable truth-in-billing regulations.
- E. The Company shall make an adjustment or refund as required below if a customer's service is interrupted other than by negligence or willful act of the customer. The adjustment or refund shall be a pro rata part of the monthly local service charges for the period of time during which service was interrupted; except an adjustment or refund is not required for the time when the Company stands ready to repair or restore service and the customer does not provide access necessary for the repair or restoration. The adjustment or refund may be accomplished by a credit on a subsequent bill for telephone service.
- An adjustment or refund shall be made:
1. Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the Company and adjustment or refund exceeds \$1.00 in amount; and

- (M) 2. Upon customer oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the Company, and the adjustment or refund exceeds \$1.00 in amount.

2.34 Other Applicable Taxes

- A. In addition to provisions in Subsection 2.33, any other forms of tax imposed upon the Company by any taxing authority shall be charged on a proportionate basis to all customers receiving service within the jurisdiction of such taxing authority. Such taxes, including franchise, occupation, license and similar tax, shall be, in all cases, charged in addition to the regular telephone service charges.
- B. All such taxes so imposed on the Company shall be billed periodically to each customer statement within the city limits, county or other legal taxing areas.
- C. The pro rata tax applicable to each customer will appear on the regular customer statement identified as such.

2.35 Change of Occupancy

- A. When a change of occupancy or legal responsibility takes place on any premise served by the Company, notice shall be given within a reasonable time prior to such change. The outgoing customer is responsible for all service charges, including toll until such notice has been properly transmitted and received by the Company. No service under this section shall be provided for the incoming customer until all prior indebtedness has been resolved to the satisfaction of the Company.
- B. In the event a home or business changes ownership during the period and a special contract or unpaid construction charges remain, the old owner must arrange to satisfy the old agreement with the Company or make arrangements satisfactory to the Company for a new owner to assume the obligation for the balance of the application.
- C. The Company is not responsible for errors, delay or expense resulting from procedures other than those defined in this tariff.

2.36 Cancellation of Service at Customer Request

- A. All cancellation requests made to the Company by the customer shall be made to the business office or the Company. Such requests shall be made at least three business days in advance.
- B. When cancellation occurs prior to the start or installation of service by the Company, no charges will apply except as provided in (C.) and (D.) following.
- C. When installation of facilities has been initiated or service established and provided prior to cancellation a charge equal to the estimated installed cost, less salvage value may be applied or a charge equal to the minimum period of service, including installation charges, if any, and full amount of any termination charges applicable, whichever is less may be assessed.

- (M) D. Installation of facilities for a customer is considered to have started when the Company has incurred any expense in the connection therewith, or the preparation thereof, which it would not have otherwise incurred, provided the customer had advised the Company to proceed with such installation.

2.37 Security Deposits

- A. The Company may require the customer to provide proof of identity and credit information to the Company before service is established. The Company may require a cash deposit to guarantee payment of bills for telephone service if:
1. The Company establishes that the customer has an unsatisfactory credit rating or has insufficient prior credit history upon which a credit rating may be determined; or
  2. The customer has outstanding, with any utility, an undisputed and unpaid service account which accrued within the last five (5) years; or
  3. The customer has, in an unauthorized (or illegal) manner, interfered with or used the service of a telephone company within the last five (5) years; or
  4. The customer fails to pay an undisputed bill before the delinquency date for three (3) consecutive billing periods.
- B. No deposit shall be required by the Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income or geographical area of residence of any applicant.
- C. The amount of the deposit required shall not exceed the amount of two (2) months projected average bills. For purposes of establishing deposits and projecting monthly bills, the Company shall consider the length of time the customer can reasonably be expected to take service, past usage patterns and usage patterns of similar customers. The amount of the deposit may be adjusted if the character or usage of the customer's service should change.
- D. The Company shall permit payment of any required residential deposit in equal installments over a period of at least two months, and, if the initial or additional deposit required is over fifty dollars (\$50.00), over a period of at least four months, except that, in lieu of permitting such installment payments, the Company may continue to provide local service while restricting access to the toll network until the required deposit is paid if such restriction does not interfere with the ability to make emergency calls. If such residential deposit is greater than one hundred dollars (\$100.00), a substantial portion of which is related to toll usage, and the customer wishes to pay the deposit in more than four installments, the Company shall make arrangements to restrict access to the toll network at the rates contained in this tariff, and the customer agrees to pay as part of the installment payments the charges for restricting access to toll during the period of payments. Such charges shall be as provided in these tariffs.

- (M)
- (M)
- E. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Company's regulations as to payment of bills.
  - F. The Company shall maintain a record of all deposits received from customers showing the name of each customer, the address of the premises for which the deposit is maintained, the date and amount of deposit, and the date and amount of interest paid.
  - G. Whenever a security deposit or installment payment thereon is accepted, the Company will issue to the customer a non-assignable receipt containing the following minimum information:
    - 1. Name of customer,
    - 2. Place of deposit,
    - 3. Date of deposit,
    - 4. Amount of deposit,
    - 5. The name and address of the Company, signature and title of the Company employee receiving the deposit.
    - 6. Current annual interest rate earned on deposit as determined by the Commission in accordance with K.S.A. 1982 Supp. 12-822 and amendments thereto, and
    - 7. Statement of the terms and conditions governing the use, retention and return of deposits to include a statement that deposits taken from residential customers who made non-delinquent payments of undisputed bills for telephone service for a period of twelve (12) consecutive months shall be either credited with interest to their telephone bills or, if requested, refunded.
  - H. Upon termination of service, and determination of a final bill, the Company will refund the deposit to the customer less any unpaid telephone bills due the company. When refunded or credited, the deposit shall include accrued simple interest at the rate indicated in 2.4.G.6., above.
  - I. The Company may transfer deposits from one customer to another only upon the written request of both customers. Upon termination of the customer's service at a service address, the Company can transfer the deposit to the customer's new active account upon oral or written request by the customer.
  - J. In lieu of the security deposit, the Company may accept a surety bond or written guarantee of a responsible party as surety for a customer's service account. A responsible party need not be a telephone customer to qualify as guarantor but must not owe the Company for service previously tendered. A suitable guarantor without telephone service in good standing may be required to provide proof of identity and credit information which would indicate the guarantor's satisfactory credit rating. The Company shall not hold the guarantor liable for sums in excess of the maximum amount of the required cash deposit or for attorney or collection fees. The Company may not disconnect telephone service to the guarantor for failure to pay the guaranteed customer's delinquent account, and such guarantor shall be released upon non-delinquent payment by the guaranteed residential customer of all undisputed proper charges for telephone service for a period of twelve (12) consecutive months or upon termination of service and payment of all telephone bills owed the Company.

- K. The Company is not obligated to furnish service to any individual or firm that owes for service previously rendered at the same or different address until arrangements have been made to liquidate any previous indebtedness to the Company.

2.38 Discontinuance of Service

- A. The Company may discontinue or refuse service for any of the following reasons:
1. When the customer requests it,
  2. When a telephone bill becomes delinquent as provided herein after proper notice has been provided,
  3. When a dangerous condition exists on the customer's premises,
  4. When the customer fails to provide credit information, security deposit, surety bond or guarantee as set forth herein,
  5. When the customer misrepresents his or her identity for the purpose of obtaining telephone service,
  6. When the customer refuses to grant Company personnel access, during normal working hours, to telephone equipment installed upon the premises of the customer for the purpose of inspection, maintenance or replacement,
  7. When the customer causes or permits unauthorized interference with or use of telephone service on or about the customer's premises,
  8. When the customer violates any rule of the Company, which violation adversely affects the safety of the customer or other persons, or the integrity of the telephone system,
  9. An applicant, though they are not personally liable to the Company, is attempting to provide service to an indebted household, and no attempts are forthcoming to liquidate the debt pertaining to that household, or,
  10. An applicant is in violation of governmental or Company rules concerning evasion of payment, use of service for unlawful purposes, annoyance of other persons, interference with or destruction of service facilities or violation of service regulations.
- B. None of the following shall constitute sufficient cause for the Company to discontinue or refuse to provide service:
1. The failure of a customer to pay for yellow page advertisement or other non-tariffed charges.
  2. The failure of the customer to pay for concurrent service received at separate residence or location. In the event of discontinuance or termination of service at a separate residence or location in accordance with these rules, the Company may transfer any unpaid balance to any other service account with the

- customer's written consent; provided, however, that in the event of the failure of the customer to pay a final bill at a service location, the Company may transfer such unpaid balance to any successive service account opened by the customer for the same class of service (business or residential), and may discontinue or refuse service at such successive service location for non-payment of such transferred amount.
3. The failure of the customer to pay for a different class of service (business or residential) received at the same location, unless the usage of the remaining service substantially increases.
  4. The failure of a customer to pay a bill that is in dispute, provided, however, that the customer does pay that portion of the bill not in dispute.
- C. The Company will not make indiscriminate disconnections without careful investigation.
- D. Except for discontinuance pursuant to Subsections 2.38.A.1., 3., 7. and 8., the Company shall not discontinue service unless:
1. At the time of proposed discontinuance, for one hour after the discontinuance and on the day following discontinuance, the Company office or personnel identified in the notices given pursuant to Subsections 2.39 and 2.391 are open or available to the customer for the purpose of preventing discontinuance or obtain reconnection, and
  2. The procedures required by Subsection 2.392 are followed.
- E. If a residential customer notifies the Company and establishes that:
1. Discontinuance of telephone service would be especially dangerous to the health of the customer, resident member of the customer's family or other permanent resident of the premises where service is rendered, and
  2. Such customer is unable to pay for such service in accordance with the requirements of the company's billing, but is willing and able to pay for such service only in installments.
- The Company shall either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so the customer can make arrangements for reasonable installment payments.
- F. In determining whether discontinuance would be especially dangerous to health, the Company may require sufficient proof to verify the customer's claim.
- G. The Company may restrict access to the toll network during the period of postponement or installment payments, and such restriction would not be especially dangerous to health. The reasonable cost of such restriction may be charged to the customer as part of the installment payments. The charge shall be as provided in these tariffs.

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2.39 Notice of Discontinuance of Service

- A. The Company shall give the customer seven (7) days written notice before discontinuing service, unless the discontinuance is upon customer request or involves dangerous conditions, violation of Company rules or unauthorized interference with the use of services, Subsections 2.38.A. 1., 3., 7. and 8., in which case the Company may discontinue service immediately.
- B. Notice shall be sent to the account name and address. Service of notice by mail is complete upon mailing. The Company shall maintain an accurate record of the date of mailing.
- C. Notice may be waived in cases involving fraud or illegal use, and when it is clearly indicated the customer is preparing to leave.
- D. When it becomes apparent a customer is mounting a bill which, by comparison to this normal usage, is becoming extraordinarily large and perhaps unmanageable, service may be discontinued without the specified waiting period, but notice must first be given, and an opportunity provided for the customer to make full and proper payment before disconnection is effected.
- E. In some cases, such as obvious abandonment, where as a practical matter properly served notice may not be feasible, the Company will still make every reasonable effort to service notice of its intention to disconnect service to the customer. If this is not possible, no notice will be required for disconnection of service.
- F. If a notice of discontinuance is given pursuant to Subsection 2.39.A., the Company may require a charge for such notice as provided in the Company's rules, regulations and tariffs.
- G. The Company may discontinue service, either temporarily or indefinitely for the reasons listed in Subsection 2.38, and after proper notice. If the discontinuance is pursuant to Section 2.38.A.2., 4., 5., 6., 7., 8., or 2.38. B. 2., charges may be required as follows:
  - 1. If a trip is made to the customer's premises for the purpose of discontinuing service and collection of or arrangements for payment occurs pursuant to circumstances set forth in Subsection 2.392.A. 3. a maintenance of service charge may be charged as provided in the Company's tariffs.
  - 2. Reconnection charges may be required as provided in the Company's rules, regulations and tariffs. Such charges may differentiate between reconnection after discontinuance of service involving no trip by the company's employees and reconnection after disconnection involving such a trip.
- H. When the Company discontinues service to the customer, the Company shall also cease charging the customer for services as of the date of discontinuance, or shall make an appropriate pro rata adjustment or refund for the period of discontinuance to the amount owed upon restoral or reconnection of service.

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2.391 Information Required to be Contained in Disconnect Notice

- A. The name and billing address of the customer, and the telephone number being disconnected.
- B. A clear, concise statement of the reason for the proposed discontinuance,
- C. The date on or after which service will be discontinued unless the customer takes appropriate action, including the date or time period after which service will be permanently or indefinitely disconnected if a two-stage disconnection process is involved.
- D. Terms under which the customer may avoid discontinuance,
- E. A clear, concise explanation of the charges and conditions for restoral or reconnection of service. For purposes of explaining charges for reconnection which consist of multi-elements, a schedule of such charges may be set forth in the telephone directory, reference may be made to the schedule in the directory,
- F. A statement that discontinuance may be postponed or avoided if a customer can demonstrate that special circumstances prevent complete payment, and satisfactory arrangements can be made with the Company for charges not in dispute.
- G. A statement reasonably calculated to apprise the customer of the availability of the administrative procedure that may be utilized in the event of a bona fide dispute or under other circumstances, such as provided in Subsection 2.4. The address, telephone number and name of the Company office or personnel empowered to review disputed bills, rectify errors and prevent disconnection shall be clearly set forth. The notice shall state that the customer may meet with a designated employee of the Company, and may discuss their reasons for disputing a bill or the Company's reasons for discontinuing service, and may then request reasonable credit arrangements be made or a postponement of the discontinuance.

2.392 Reasonable Effort to Avoid Discontinuance of Service

- A. Immediately prior to disconnection of service, the Company shall have one of its employees make a reasonable effort to:
  - 1. Contact the customer by telephone (or by personal visit if a premise visit is required for disconnection), and identify themselves to the customer or responsible person on the premises, and announce the purpose of the contact. An attempt at telephone contact is not required if the customer has been sent a notice of disconnection in the prior twelve months.
  - 2. Identify and record the name of the person contacted.
  - 3. If a personal visit is made, and a payment of all amounts necessary to avert disconnection, including any required collection fee and reconnection charge, is tendered, the employee shall either accept such payment, or shall contact the appropriate Company office to allow the customer or responsible person to make arrangements for such payment, and thereby avert disconnection.

4. Record statements disputing the accuracy of the delinquent bills,
  5. Record statements disputing the accuracy of the Company's findings concerning the cause for discontinuance, and
  6. Record statements concerning the medical condition of any permanent resident of the premises.
- B. If contact with the customer is not made, service may be discontinued as specified in the disconnect notice. If a premise visit was required for initial discontinuance then the employee shall leave a notice upon the premises in a manner conspicuous to the customer disclosing the date and time of discontinuance, and giving the address and telephone number of the telephone office where the customer may arrange to have service restored.

2.393 Restoration of Service

- A. Upon the customer's request, the Company shall restore service promptly when 1) the cause of discontinuance of service has been eliminated, or 2) applicable restoration charges have been paid, or 3) satisfactory credit arrangements have been made.
- B. At all times, every reasonable effort shall be made to restore service on the restoration day requested.
- C. The Company may charge a reasonable fee for the restoration of service as provided in the Company's rules, regulations, and tariffs.

2.4 Disputes

2.41 Handling of Disputes

- A. When a customer advises the Company prior to the date of the proposed discontinuance of service that all or any part of any billing as rendered is in dispute, or that the Company's reasons for discontinuance are factually invalid, the Company shall:
  1. Immediately record the date, time and place the complaint is made,
  2. Postpone discontinuance until a full investigation is completed and the dispute is found to be invalid,
  3. Investigate the dispute promptly and completely, and
  4. Attempt to resolve the dispute informally in a manner mutually satisfactory to the parties.
- B. A customer may advise the company that a bill is in dispute in any reasonable manner, such as a written notice, in person or by a telephone call directed to appropriate personnel of the Company.

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- C. The Company, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communication, personal meetings, formal or informal hearings, on-site visits or any other technique reasonably conducive to settlement of disputes.
  - D. In the event a dispute is not resolved to the satisfaction of the customer after a full investigation, and the Company intends to proceed with discontinuance, the Company shall advise the customer of formal and informal procedures available before the Corporation Commission of the State of Kansas. The Company may then discontinue service if proper notice has been given.
  - E. A dispute shall not be defined as bona fide and just if a customer does not pay the undisputed portion of the bill in question, or does not, after being notified of their right to do so, contact the State Corporation Commission of Kansas concerning the disputed portion in an effort to resolve the conflict within five days of a completed Company investigation.
  - F. The Company shall publish in its telephone directory a conspicuous notice stating that customers who are unable to obtain a satisfactory resolution of a dispute with a telephone or other public utility may contact the State Corporation Commission of Kansas for information as to possible further remedies.

## 2.5 Responsibilities and Obligations of Company

### 2.51 General

- A. The Company's obligation to furnish exchange and toll telephone service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities.
- B. The Company shall make its services available to applicants, without discrimination and in accordance with applicable Federal, State and local laws and its approved tariffs, as a regulated public utility under the jurisdiction of the State Corporation Commission.
- C. The tariffs and rate schedules of the Company govern and fix the outgoing service of a customer and in no manner guarantee to him the same incoming service. All incoming service of a customer depends upon and is limited by the right of a calling customer to such service.
- D. The Company shall not be responsible for the customer's conformance to any applicable laws, regulations or ordinances, or for any harm caused by the customer's neglect.

## 2.6 Ownership, Maintenance, and Use of Facilities

### 2.61 General

- A. All facilities furnished by the Company extending to and including the network interface device (NID) installed on the premises of a customer are the property of the Company. The Company's agents and employees shall have the right to enter

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said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the facilities or for the purpose of removing such facilities. Such facilities are not to be used for transmitting, delivering or collecting any message where any toll or consideration has been or is to be paid to any party other than the Company without the written consent of the Company.

- B. The Company shall maintain all facilities that it furnishes to the customer. Facilities no longer meeting acceptable standards will be repaired or replaced without charge to the customer, provided easement and rights-of-way, as required, have been furnished to the Company.
- C. If installation and maintenance of service is requested at locations that are dangerous to the Company's employees, or to the public, the Company may refuse to provide such service. If such service is furnished, the Company may require the customer to indemnify and hold the Company harmless from any claims, loss or damage from such facilities.
- D. A Network Interface Device (NID) may be provided so the customer can conveniently test customer owned facility before calling the Company for maintenance.

#### 2.62 Telephone Directories

- A. Telephone directories, containing an alphabetical listing of all customers and classified advertisements, are issued annually without charge by the Company as it deems necessary for the efficient use of Telecommunications Service, with a minimum of one directory per access line. Other directories will be furnished at the discretion of the company. The Company may make a charge for additional directories.
- B. The Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced, or mutilated while in possession of the customer.
- C. The customer assumes all legal responsibility in regard to the authenticity of the name listed on the application form and ultimately in the directory.
- D. The Company, except as provided herein, shall not be liable for damage claimed on account of errors in or omissions from its directories nor for the result of the publications of such errors in the directory nor will the Company be a party to controversies arising between customers or others as a result of listings published in its directories. Claims for damages due to errors or omissions in directory listings will be limited to pro rata reduction of the charge for the affected service. The maximum reduction is not to exceed the full amount of the directory charges for the period from the date of issuance of the directory in which the mistake occurred to the date of issuance of a new directory containing the proper listing.
- E. In the cases of extra listings in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues.

2.63 Telephone Numbers

The customer has no property right in the telephone number or any right to continuance of service through any particular central office, and the Company may change the telephone number or the central office designation, or both, of a customer whenever it deems advisable in the conduct of its business.

2.64 Use of Connecting Company Lines

Facilities of other companies may be used in establishing connections to points not reached by this Company's lines. In establishing connections with the facilities of other companies, the Company does not assume any liability for any action of the connecting company.

2.65 Defacement of Premises

The Company shall exercise care in all work done on a customer's premises. No liability shall attach to the Company by reason of any defacement or damage to the customer's premises, unless such defacement or damage is the result of the negligence of the Company, or its employees.

2.66 Limits of Company Liability

- A. The Company will exercise all reasonable diligence to furnish and deliver regular and continuous service to the customer but will not be liable for damages caused by interruption, shortages, irregularities or failures due to accidents, interference by third parties or conditions beyond the reasonable control of the Company.
- B. When, in the judgment of the company, the continued provision of service becomes unsafe; or where Federal, State or local regulations place operational restriction(s) upon the company because of unsafe or hazardous situations, or other unusual conditions including strikes or lockouts; service as provided for in this tariff may be temporarily suspended by the Company. In so doing, the Company shall endeavor to minimize such suspension. However, the Company assumes no liability for the inconvenience or damages suffered by the customer during such periods.
- C. The Company reserves the right to temporarily suspend service when repair, modification or improvement to the system is being done. If not precluded by emergency conditions, the Company will make a reasonable effort to give notice to the customer either through the use of public media or individual contact or communication. Repairs or improvements will be completed expeditiously and so far as it is reasonably possible, the work will be performed at a time that will cause the least inconvenience to all customers concerned.
- D. The customer's facilities and equipment shall conform to all applicable laws, regulations, or ordinances as may be effective and the conditions of this tariff. The company does not express, imply or warrant the adequacy, safety or other characteristics of customer-owned or operated equipment by virtue of any inspection or rejection of facilities. The Company shall not be held liable in any way for customer-owned and maintained equipment that causes or may cause a hazardous,

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unsafe or dangerous condition, or threatens the health of others, even though such facilities or equipment were inspected by Company personnel.

2.7 Responsibilities and Obligations of Customers

2.71 General

- A. Customers of the Company shall be responsible for the prompt payment for all services rendered by the Company. Failure to receive a bill for any given period of time will not relieve the customer of their financial obligation. Payments may be made to the Company business office or authorized collecting agents, in accordance with the tariff rate schedules contained herein. Only properly appointed and identified employees or agents of the Company are authorized to receive customer payments.
- B. In no case shall a customer be required to pay any sum to an employee of the Company or to anyone alleging to be agents of the Company except as provided herein. Any customer who makes such unauthorized payments may still be obligated to pay the Company if the Company is unable to recover all or part of such sums taken by unauthorized persons.
- C. The customer may not damage, tamper with or attempt to repair any company-owned facilities installed or placed on their premises, or apparatus connected to such equipment, without written consent of the Company. In the event there is available evidence that a customer manipulates or tampers with any service or Company-owned facilities, the Company shall have the right to immediately discontinue service without notice. Damages arising or associated with such actions shall be the liability of the customer.
- D. The customer is responsible for damages to the facilities of the Company caused by negligent or willful acts of the customer or their authorized agents and users, including the reimbursement to the Company for any losses through theft, fire, or vandalism occurring as a result of such negligence.
- E. The customer is responsible to maintain clean, safe, and hazard free working conditions, environment and equipment for the employees, equipment, and agents of the Company. In no case is the Company required to work in an unsafe or hazardous condition, or to place in jeopardy or possible harm its perennial or facilities.
- F. Any damage or harm caused by customer actions or failure to act on the customer side of the point of interconnection (NID) or abide by the rules in 2.72, following, shall in no way be a liability of the Company.

2.72 Connection of Terminal Equipment and Communication Systems

- A. Terminal equipment and communication systems may be connected with the facilities furnished by the Company for telephone services as provided in these conditions and as set forth in the FCC registration program contained in Part 68, Chapter 1, Title 47 of the Code of Federal Regulations. The operating characteristics of such equipment or systems shall be such as to:

1. Not interfere with any service offerings by the Company.
  2. Not endanger the safety of Company employees or the general public.
  3. Not damage, required change in or alteration of equipment or other facilities of the Company.
  4. Not interfere with the proper function of Utility equipment or facilities.
  5. Not impair the operation of the telephone network or otherwise injure the public in its use of the Company's services.
- B. The customer shall provide the company the following information about such equipment or systems:
1. FCC Registration Number;
  2. Such other information that may be required to assure compatibility of the connected equipment and proper administration of all applicable laws, rules and regulations.
- C. Upon notice from the Company that the equipment or system is causing or is likely to cause a hazard or interference, the customer shall make such changes as shall be necessary to remove or prevent such hazard or interference. The customer shall be responsible for the payment of all Company charges for visits by the Company to any customer's premises where a service difficulty or trouble report results from such equipment or facilities.
- D. A service charge, as provided at 3.64, will be billed to the customer for each premise visit necessary where the service difficulty or trouble is found to be caused by such equipment. Any work performed by Company employees necessitated by such equipment will be done at additional charge based on costs of time and materials.
- E. The Company shall not be responsible for the installation, operation or maintenance of any such equipment or systems. Telephone service is not represented as adapted to the use of such equipment or systems. Where such equipment or systems are connected to Company shall be limited to the furnishing, operation and maintenance of such facilities in a manner suitable for telephone service. The Company shall not be responsible for the through transmission of signals generated by such equipment or systems, or the quality or defects in such transmission, or the reception of signals by such equipment or systems.
- F. The Company shall not be responsible to the customer if change in these conditions or in any of the facilities, operations or procedures of the Company render any customer provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance.
- G. Where any customer provided equipment or system is used with telephone service in violation of any of these conditions, the Company will take such immediate action as necessary for the protection of the network and will promptly notify the customer,

in writing, of the violation. The customer shall discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company within two days following the receipt of written notice from the Company that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this tariff.

- H. The customer is responsible to determine that termination equipment and communication systems are operating properly prior to reporting any trouble to the Company. The Company is not obligated to make any tests of its facilities until the customer has completed testing such equipment and determined the trouble to be in the Company's facilities. If the Company finds upon testing that the trouble was in the customer's equipment or wiring and not the Company's facilities, a charge (see section 3.64) will be assessed to the customer for time and equipment utilized by the Company to make any required tests.

2.8 Waiver of Requirements

The requirements contained in these standards, rules and regulations may be waived in individual cases by the State Corporation Commission upon written request by the Company, and a showing that compliance with the requirement would serve the interests of neither the company nor the customer.

3. LOCAL SERVICES

3.1 Local Exchange Telephone Service - Basic Service Rates

These monthly rates apply to all subscribers of the Company. This rate covers the provision of network access to a local customer location, and entitles the customer to local calls (without long distance toll charges) to all local stations connected to a central office of the exchange, or to all local extended local service areas where comprised of more than one exchange.

		<u>Monthly Rate</u>	
(CR)	Business Access Line	\$18.75	( I )
	Residence Access Line	\$15.75	
(CR)	DID Trunk	\$25.25	( I )

3.11 Kansas Universal Service Fund

The Company assesses a fee for funding of the Kansas Universal Service Fund (KUSF), including Kansas Lifeline Service Program (KLSP), and the Kansas Telecommunications Access Program (TAP). These funds were enacted by the Kansas Legislature in 1996, and authorized by the Kansas Corporation Commission on December 27, 1996 in Docket No. 190,492-U. The amount of the fee may vary as determined by the fund administrator.

3.12 Lifeline Service

The Lifeline Service (Lifeline) program, sponsored by the FCC, is a program designed to maintain and preserve universal service by providing a reduction in the price of basic residential local exchange service to qualifying low-income customers.

A. General

1. Lifeline is a Federal funded reduction of the subscriber line charge (SLC) and a reduction of local service charges. Eligible applicants will receive a reduction of \$10.00 on their local telephone bill.

- (CR) (a) Lifeline customers will also receive additional Lifeline service reductions in intrastate local service of \$7.77. (R)

2. Local service for Lifeline customers may not be disconnected for non-payment of toll charges.

(a) Toll Restriction Service will be provided to Lifeline customers at no charge.

(b) Lifeline customers are not required to accept Toll Restriction Service as a condition to avoid disconnection of local service for non-payment of toll.

(c) Lifeline customers are not required to pay a deposit in order to obtain local service if the customer voluntarily elects installation of Toll Restriction Service.

3. Partial payments from Lifeline customers will be applied first to local service charges and then to toll charges.
4. Lifeline customers will not be denied re-establishment of service on the basis that the customer was previously disconnected for non-payment of toll charges.
5. Lifeline will not be furnished on a Foreign Exchange service arrangement.

B. Eligibility Requirements

1. Lifeline will be provided for one (1) telephone line per household, at the customer's principal place of residence who have only one local exchange access line to his/her residential premises or dwelling place.<sup>1</sup> Verification of this requirement will be through self-certification.
2. Show that he/she is currently a recipient of benefits from one of the following public assistance programs:

- (N) - Food Distribution Program (United Tribes)
- Food Stamps
- General Assistance
- Medicaid
- (N) - National School Lunch Program free lunch
- (C) - Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- Individuals living on tribal land receiving:
  - Bureau of Indian Affairs general assistance
  - Head Start program benefits
  - National School Lunch Program free lunch
- (C) - Tribally-administered Temporary Assistance for Needy Families(TANF)

Individuals choosing this option must obtain and provide to the Company a copy of a valid identification card or the appropriate documents that are issued to them by the agency administering the program.

C. Income Eligibility

- (N) A customer shall be eligible for the Lifeline Service program if that customer's household income level is at or below 150% of the federal poverty level. Such customers may obtain a form from the Telephone Company suitable for self-certification of income level, and provide the completed form to the Company to begin service under the program. Proof of income is required. Acceptable documentation may include the prior year's federal, state, or tribal tax return, or other forms of income certification. Customers should contact the Company for specific details.
- (N)

<sup>1</sup> A residential premises or dwelling place is that location where a customer resides, even if such residential premises or dwelling place is only a single room. Lifeline will not be provided if the customer has access to other local exchange telephone service within the residential premises or dwelling place, provided/owned by himself/herself or owned/provided by others. If, however, it can be determined by the Telephone Company that access to other existing local exchange telephone service owned/provided by others is virtually denied, or is inaccessible to the customer, then Lifeline Service will be provided.

D. Certification

- (T)
1. The customer will certify eligibility for Lifeline Service. Re-certification is required annually or at anytime the qualifying criteria for the customer changes.
  2. Recipients of Lifeline Service must notify the Company when they no longer qualify for Lifeline Service. Upon receipt of the notification, the Company will discontinue Lifeline Service.
  3. If the Company discovers that conditions exist that disqualify the recipient of Lifeline Service, local service will be billed at the full rate. The customer will be billed retroactively either to the date Lifeline Service commenced or the date the recipient no longer qualified for the service, not to exceed 12 months.

3.2 Public Telephone Service

3.21 General

- A. A public telephone is an exchange station installed at the Company's option, equipped with a coin collecting device, at various locations within the exchange chosen or accepted by the Company as suitable and necessary for furnishing service to the general public. Location of all pay phones shall be at the sole discretion of the Company.
- B. Persons with whom arrangements are made by the Company for the installation of public telephones are considered as agents of the Company in serving the public.
- C. Public telephones are installed upon the agent signing established forms of application, without specific term, terminable by either an agent or the Company upon written notice.
- D. No listings in the directory or extension stations are allowed in connection with public telephone service.
- E. The Company may furnish public telephones without coin collecting equipment in selected locations for the purpose of satisfying demand for optional billing services on an originating basis only. In the normal mode, Coinless Public Telephone Service affords transients the option of selecting a preferred billing arrangement for outgoing messages: charging to a third number or to a telephone company credit card account, or placing calls collect. In certain locations, however, calls will be billed on a collect basis only.
- F. As in the case of Public Telephones, the Company is solely responsible for determining locations appropriate for installation of Coinless Public Telephones. The criteria for establishment of Coinless Service are potential usage and revenues, and public need and convenience.

3.22 Rates

A charge of \$.25 applies for each local call originated through public pay station instruments. Standard long distance toll charges apply to all long distance calls. No charges are applied to connection with the Company's repair clerk, business office or any of its duly authorized officials.

3.3 Semipublic Telephone Service

3.31 General

- A. Semipublic Telephone Service is an arrangement under which a customer station is equipped with a coin collection device designed for a combination of customer and public usage, and will be furnished on individual lines only at locations where, in the opinion of the Company, a public telephone is unwarranted.
- B. The Company does not undertake to provide booths for housing semipublic telephones but the customer may at their option provide at their own cost, suitable booths, shelves or cubicles for such purposes.
- C. Customers to Semipublic Telephone Service are entitled to regular listings in the Company's official directory and may advertise such numbers for incoming calls and business purposes subject to rules and regulations otherwise specified in this Tariff.
- D. Local messages from semipublic telephones are charged for at the rates shown elsewhere in these tariffs.
- E. Customers to Semipublic Telephone Service are required to guarantee total monthly receipts equal to the semipublic telephone service line rate. When the monthly receipts are less than the amount of the guarantee, the customer will be billed for the difference. Such bills are subject to the same terms and treatment as bills rendered for other types of local exchange service.
- F. Receipts collected in excess of the guarantee during any collection period are not credited against the deficits for any collection period.
- G. All mutilated coins, foreign coins and slugs found in the coin receptacle will be deducted before computing receipts from semipublic telephones.

3.32 Rates

	Monthly <u>Guarantee</u>
Semipublic Telephone Service Line	\$20.00

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3.4 Customer-Owned Pay Telephone Service

3.41 General

- A. Customer-Owned Pay Telephone Service will apply for use with customer-owned pay telephones at locations accessible to the public.
- B. Only one customer-owned pay telephone may be connected to each Company access line.
- C. Unless a customer-owned pay telephone owner requests, a pay telephone's number shall not be listed in the telephone directory. There shall be no charge for the unlisted number. If the owner requests, a listing shall be provided at no charge.
- D. For purposes of this tariff, the term "customer" is defined as the party responsible for payment of the Customer-Owned Pay Telephone Service access line charge.

3.42 Responsibility of the Customer

- A. All customer-owned pay telephones must be FCC registered instruments and conform to all FCC and National Electrical guidelines and safety codes.
- B. The customer-owned pay telephone owner must comply with all present and future KCC guidelines.
- C. The customer-owned pay telephone owner must enter into a service agreement with the local exchange company which serves the area where the customer-owned pay telephone is located.
- D. The customer-owned pay telephone must be hearing aid compatible and posted at a height of not more than fifty-four inches. No portion of the instrument which is essential to the placing of calls shall be more than 54 inches in height. The height of the instrument shall be measured from the point from which a customer will be positioned to obtain access to the pay telephone to the top of the coin slot and/or credit card reader and/or handset and/or keypad, which ever is highest.
- E. The charge for a local call must be posted on or near the pay telephone.
- F. The customer-owned pay telephone must be able to complete local calls, toll calls, sent-paid calls, and access all certificated interexchange carriers. Coinless pay telephones are not required to complete local and sent-paid calls, but if the pay telephone restricts this calling, notice of the instrument's limitations must be clearly posted at or near the instrument. Pay telephones may be presubscribed to a designated certificated interexchange carrier, but cannot be programmed in such a way that access to all other certificated interexchange carriers is precluded. The following dialing patterns for access to certificated interexchange carriers and local exchange companies shall be mandatory:

0- must be routed directly to the LEC.

0+ may be presubscribed and/or routed to the certificated interexchange carrier of the owner's choice.

00 may be presubscribed and/or routed to the certificated interexchange carrier of the owner's choice.

If the pay telephone instrument is capable of being programmed in such a way that 0- traffic is directly routed to the LEC, and 00 traffic is directly routed to a toll carrier, the following dialing patterns may be used in non-equal access offices:

Non-Equal Access Offices - instruments with autodialing or digit translation capabilities:

0- must be routed directly to the LEC.  
0+ may be routed to the certificated interexchange carrier of the owner's choice.  
00 must be routed directly to AT&T.

An alternative dialing pattern (other than 0 and 00) may be used, if the owner desires to establish keypad access to a certificated operator service of his/her choice.

If the pay telephone instrument is not capable of providing keypad access to AT&T through 00 and access to the local exchange company through 0-, the owner may not alter the standard non-equal access office dialing patterns for LEC and AT&T access.

Non-equal Access Offices - instruments with limited autodialing or digit translation capabilities:

0- must be routed directly to the LEC.  
0+ must be routed directly to the LEC & AT&T.  
00 must be routed directly to AT&T.

- G. Access to the following must be made available without charge to the caller: Operator (both 0 and 00 dialing patterns standard); free access must also be provided to an alternative operator service if such service is utilized; Emergency (911); Toll-Free numbers (listing of appropriate toll-free numbers are available from the local exchange company); Credit Card; Collect; and Third-party Billed Calls.
- H. The customer-owned pay telephone which accepts coin must return the money deposited if the call is not completed. Credit card/card reader and coinless pay telephones cannot charge for non-completed calls.
- I. The customer-owned pay telephone owner is responsible for all calls, other than directory assistance, made from the customer-owned pay telephone.

- J. The customer-owned pay telephone owner must conspicuously display near the telephone the following information:
- (a) Operating Instructions.
  - (b) Dialing sequences.
  - (c) Name of local owner or owner's local representative.
  - (d) Who to contact for service complaints or refunds and how to contact them if that representative is located off-premises from the telephone locations. If the customer-owned pay telephone is located on the same premises as the complaint representative or owner and that contact person is available during the same hours of operation as the pay telephone, a notice directing the caller to that person on the premises is sufficient.
- K. The customer/owner must comply with the present and future Kansas Corporation Commission's rules and regulations.
- L. Time limits on calls may be imposed; however, notice of the limitation must be posted on or near the pay telephone.
- M. Failure of the customer-owned pay telephone owner to comply with any of these guidelines within ten days following receipt of written notice of noncompliance may result in fines and possible disconnection of service. Compliance notices shall be sent certified mail with return receipt guaranteed.

3.43 Violation of Regulations

- A. Where any customer-owned pay telephone is detrimental to the telecommunications network, the Company will promptly notify the customer of the violation and will take immediate action, including the disconnection of service, as is necessary for the protection of the Company's facilities and employees.
- B. Where any customer-owned pay telephone is in violation of this tariff, the Kansas Corporation Commission will notify the customer by certified mail of the violation.
- C. The customer shall discontinue use of the customer-owned pay telephone or correct the violation and notify the Kansas Corporation Commission in writing within ten (10) days after receipt of such notice that the violation has been corrected.
- D. Failure of the customer to discontinue such use or to correct the violation may result in fines and possible disconnection of the customer's service until the customer complies with the provisions of this tariff.

3.44. Rates and Charges

- A. The standard one party business access line rate is applicable as set out in this tariff.
- B. In addition to exchange access line charges in paragraph 1 above, the customer shall be responsible for toll usage charges in accordance with the tariffs of the toll service provider.
- C. Nonrecurring charges applicable to business customers are specified elsewhere in these tariffs and apply in addition to the rates provided for customer-owned pay telephone service found herein.
- D. Charges and rates for directory assistance calls, as provided by the Company, are not applicable. Charges for long distance directory assistance calls, as provided by Other Common Carriers and not by the Company, will be at rates and charges specified by such Other Certificated Common Carriers.
- E. Local calls billed to a telephone company credit card, to a third number or placed collect will be charged the Dial Credit Card Station to Station, Operator Station to Station or Person-to-Person Service charge as applicable.

3.5 Foreign Exchange Service

3.51 General

- A. Foreign Exchange (FX) Service is local exchange service furnished to a customer from an intraLATA exchange other than the one in which they are located.
- B. FX service is available only in connection with regular business or residence access line service. FX service is not available in connection with public, semi-public or customer-owned pay telephone services.
- C. FX service is not a normal Company offering and the Company does not obligate itself to provide this service, particularly when it involves undue expense or impairment of service provided to the general public.
- D. FX service facilities are dedicated from the customer's premise to the point of interconnection with the connecting company of the foreign exchange.
- E. The FX customer is responsible for all local exchange service charges from the connecting company and subject to the connecting company's rules and regulations for providing service.

3.52 Rates<sup>1</sup>

	<u>Monthly Rate</u>
Foreign Exchange Service Line	\$140.00

<sup>1</sup> The monthly rate for FX service includes the local loop and inter-exchange circuit facilities.

3.6 Service Connection Charges

3.61 General

- A. Service charges are made separately to connect, or add telephone service according to the components of work required.

1. Service Order Charge

For work associated with receiving, recording and processing information necessary to execute a customer's request for initial establishment of telephone service or additions to existing service.

2. Central Office Line Connection Charge

For work associated with the installation or changing of Central Office connections required to provide or change exchange access service requested by service order. Also included is Central Office work required for off-premise location of extensions.

3. Premise Visit Charge

Whenever a customer request, including deliveries, requires a premise visit, one charge applies for all work requested at one time on one continuous property.

- B. Service charges apply, except as specified in this section or in other sections of the tariff, to Customer-initiated requests for establishment of telephone service, reconnecting service which has been temporarily disconnected for nonpayment, and establishing miscellaneous service. Service order charges may be provided for in other sections of the tariff. When service which has been disrupted by fire, accident or natural catastrophe is re-established, non-recurring charges will not apply.

- C. Service connection charges apply to customer-initiated moves and changes of service. A move is relocation of the Company-owned protector or interface device.

D. Link-Up Kansas Service Connection Program (Link-Up)

1. The Link-Up Kansas Service Connection Program is a federally sponsored lifeline assistance program 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 charges for initial installation of the main access service line, as found in this tariff, will be discounted at a rate of 50 percent, not to exceed \$30.00. The remaining portion of those charges, up to \$200, may be billed in installments, interest free, in equal increments over a period of one year.

2. Eligibility Requirements

The Federal Communications Commission (FCC) has defined the Link-Up eligibility requirements. To be eligible for assistance, a customer must meet the following requirements:

- (a) For federal income tax purposes, the customer is not a dependent unless over sixty years of age.
- (b) The residence premises at which service is requested is the customer's principal place of residence.
- (c) There is only one active local telephone service at the residence. A room or portion of a residence occupied exclusively by an individual not sharing equally as a member of the domestic establishment may be considered a separate dwelling unit (premises) for the application of Link-Up.<sup>1</sup>
- (d) The customer must be participating in one of the following programs in order to be eligible for Link-Up Kansas benefits:
  - Food Distribution Program (United Tribes)
  - Food Stamps
  - General Assistance
  - Medicaid
  - Supplemental Security Income (SSI)
  - Temporary Assistance to Families (TAF)

Proof of eligibility must accompany the completed Link-Up application form. Proof of eligibility can be made by providing a copy of the customer's proof of participation and enclosing that with a completed Link-Up application to the Telephone Company's business office.

3. Verification of Eligibility

- (a) In determining a customer's eligibility, the eligibility criteria listed above needs to be fulfilled.
- (b) Customers will be able to self-certify or have the Company verify eligibility under the various eligibility criteria set forth above.

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<sup>1</sup> A residential premises or dwelling place is that location where a customer resides, even if such residential premises or dwelling place is only a single room. Link-Up will not be provided if the customer has access to other local exchange telephone service within the residential premises or dwelling place, provided/owned by himself/herself or owned/provided by others. If, however, it can be determined by the Telephone Company that access to other existing local exchange telephone service owned/provided by others is virtually denied, or is inaccessible to the customer, then Link-Up Service will be provided.

4. Credit and Collections

If an applicant is known to have a poor credit history, a deposit may be required.

Once service has been established for a Link-Up customer, he or she is subject to bill payment policies contained in this Tariff applicable to all customers.

There is no restriction as to the number of service connections per year for which qualifying low-income customers who relocate may receive Link-Up support.

3.62 Regulations

A. Conditions under which no service charges apply:

1. Public Telephone Service.
2. Complete termination of service.
3. The "From" portion of work involved in a transfer of service and equipment from one to another premises.
4. Company initiated upgrade in classes of service.
5. Cancellation of service orders.
6. Changes in bill mailing address, or special billing arrangements.

B. One (1) service order charge and one (1) central office line connection charge apply per customer request to suspend and restore service. The charge is applied to the restore portion of the order.

3.63 Application of Charges

Component Charges specified hereunder apply to standard installation. All installations requiring extraordinary construction or cost will be charged on actual cost basis, e.g., extensive fishing of wires through residence walls.

A. Residence and Business

	<u>Non-Recurring Charge</u>
1. Service Order Charge Per customer request for work ordered and requested to be completed at the same time on the same premises	\$10.00
2. Central Office Line Connection Charge Per line or central office but not limited to the following:	
(a) Central Office lines, each	\$10.00
3. Premise Visit Charge For work required in connection with the original establishment of service or reestablishment of service after disconnection.	\$ 5.00

3.64 Maintenance of Service Charge

The customer shall be responsible for the payment of all charges for visits by the Company to premises of the customer where the service difficulty or trouble reported results from use of customer provided equipment or wiring.

Per visit - \$20.00

3.65 Late Payment Notice Charge

Charge for preparation, provision  
and mailing of a past-due notice

\$ 1.25

3.7 Private Line Services

3.71 General

A. The Company will furnish and maintain Private Lines within the Exchange Area where adequate facilities exist. Examples of applicable services include PBX trunks, off premise extensions, alarm circuits, radio loops and foreign exchange circuits.

B. These charges cover the additional facilities required and are in addition to rates specified in this tariff for the class of service desired, service connection charges, and construction charges, when applicable.

3.72 Rates<sup>1</sup>

	<u>Monthly Rate</u>
Per each one-quarter mile or fraction thereof	\$1.00

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<sup>1</sup> A minimum monthly charge of \$4.50 applies.

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3.8 Directory Listing Service

3.81 General

- A. The regulations for directory listings, as provided in this section, apply only to the information records and the alphabetical directory or that section of the directory containing the regular alphabetical list of names of subscribers.
- B. The alphabetical list of names of subscribers is designed solely for the purpose of informing calling parties of the telephone numbers of subscribers and those entitled to use the subscribers' service. Special arrangements of names is not contemplated, nor any form of listing which does not facilitate directory service or is otherwise objectionable or unnecessary for purposes of identification.
- C. Names in directory listings shall be limited to the following:
  - 1. The individual name of the subscriber, or
  - 2. The individual name of a member of the subscriber's family, or
  - 3. The name under which a business is actually being conducted by someone other than the subscriber and which the subscriber is authorized by such other to use, or
  - 4. The individual names of the officers, partners, or employees of subscriber, or
  - 5. The names of departments when such listings are deemed necessary from a public reference viewpoint.
- D. Whenever any question arises as to the right of a subscriber (1) to list the name of a business which they claim is authorized to represent; or (2) to use a listing which includes the trade name of another; the Company is allowed to require the subscriber to secure from the owner of such name, written authority so to use it, addressed to the Company for the acceptance for insertion or for the continuance of such listings; and is allowed to refuse to accept or to delete such listing if such written authority is withdrawn by such owner in writing to the Company.
- E. One listing without charge, termed the primary listing, is provided for each separate subscriber service. When two or more lines are consecutively operated, the first number of the group is considered the primary listing.

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3.82 Regular Extra Listings

- A. Business extra listings may be the names of partners or members of the firm, if the subscriber is a partnership or firm; the names of officers of the corporation, if the subscribers a corporation; and for any business establishment, the names of associates or employees of the subscriber. No other class of listing, such as service, agency, commodity, etc., will be accepted.
- B. Residence extra listings may be the names of members of the subscriber's immediate family.
- C. Ordinarily, all extra listings must be of the same address and telephone number as the primary listing, except as provided below for alternate listings. However, when in the opinion of the Company it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing may be permitted under the address of PBX station, or extension station, installed on premises of the subscriber, but at an address different from that of the switchboard, or main station, using the telephone number of the primary listing.
- D. Extra listing charges (except for listings of alternate call numbers and office hours) date from the time the listing is posted on the information records. Information records are posted at the time application for the listing is made, or at the date of issue of the directory, as the subscriber may desire, Charges for listings of alternate call number and office hours become effective as of the date of the issue of directory.

3.83 Special Types of Extra Listings

A. Duplicate and Cross Reference Listings

1. Duplicate listings, i.e., listings of nicknames, abbreviated names, names which are commonly spelled in more than one way, and rearrangements of names are permitted when, in the opinion of the Company, they are necessary for the proper identification of the subscriber, and are not desired to secure a preferential position in the directory or for advertising purposes.
2. Cross reference listings are permitted when their use will facilitate the handling of telephone calls.
3. The Regular Extra Listing Rate applies for each Duplicate Listing.

B. Alternate Call Number Listings

1. Listing of an alternate telephone number, other than those covered below under section (e) "Office Hour Listings" of this Tariff, to be called in case no answer is received, is permitted for subscribers to all classes of service.
2. The alternate number may be that of a service not under contract with the subscriber in connection with whose name it appears. In such a case, the consent of the subscriber to the alternately listed service must be obtained before the alternate listing is furnished.

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3. The Regular Extra Listing rate applies for each Alternate Call Number Listing.

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C. Foreign Exchange Listings

1. Foreign Exchange Listings, i.e., listings of subscribers located in an exchange other than in which the listed service is furnished, are permitted.
2. The Foreign Exchange Listing rate shall apply.

D. Temporary Tenant Listings

1. Residence subscribers who lease their premises for a period for less than one year and request the Company to render service to their tenant without change in contract may arrange for the listing of such tenant provided the subscriber and the tenant do not occupy the premises at the same time.
2. All billing and contractual arrangements remain unchanged, the subscriber being responsible for the payment of all charges.
3. The Regular Extra Listing rate applies for each Temporary Tenant Listing.

E. Office Hour Listing

1. Subscribers may list their office hours in the directory. Listing of office hours or other information which is not required in order to efficiently handle telephone traffic is not included in the charges for service.
2. A phrase directing the method of calling when a PBX operator is not on duty may be listed in the directory whenever night connections are provided.
3. The Regular Extra Listing rate applies for each Office Hour Listing.

3.84 Non-Published Listing Service

- A. Customers who desire their telephone numbers to be omitted from the Company's directory may subscribe to non-published listing service.
- B. Incoming calls to a customer subscribing to non-published listing service will be completed only when the calling party places the call by telephone number, notwithstanding any claim made by the calling party.
- C. The undertaking of the Company in providing non-published listing service shall be to omit from the Company's directory the telephone number of a customer subscribing to such service.<sup>1 2</sup>

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<sup>1</sup> When a call is placed from a telephone number associated with a non-published listing, the number may be disclosed if the called party has equipment to display Calling Party Number (CPN). Customers may prevent the display of their CPN by activating CPN blocking. CPN blocking is available, at no charge, in areas where CPN disclosure is possible.

<sup>2</sup> The Non-Published Listing Service subscriber's name, telephone number, and address may be provided to a 911 customer who subscribes to Customer Records Service. The 911 customer must complete an agreement to protect Non-Published Listing Service information.

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D. 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 the publication of the listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular non-published listing service.

3.85 Non-Listed Service

- A. At the request of the customer, any one or all of the customer's primary listings, additional listings or other listings associated with the same or different residence telephone service line normally published in the directory will be omitted from the directory but listed in the directory assistance records available to the general public.
- B. 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 the publication of the listing which the customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular non-listed service.
- D. The monthly rate for non-listed listings applies separately for each listing which normally would be published in the directory but which, at the customer's request, is furnished on a non-listed basis.

3.86 Rates

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
A. Extra Listing	\$0.25	Service Order Charge may apply
B. Foreign Exchange Listing	\$0.50	Service Order Charge may apply
C. Non-Published Listing Service	\$1.00	Service Order Charge <sup>1</sup>
D. Non-Listed Service	\$0.50	Service Order Charge <sup>2</sup>

<sup>1</sup> A non-recurring charge for non-published listing service is applicable when service is requested after original installation. When service is requested with original installation, the appropriate monthly charge will apply.

<sup>2</sup> A non-recurring charge for non-published listing service is applicable when service is requested after original installation. When service is requested with original installation, the appropriate monthly charge will apply.

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Issued: February 24, 2003

Effective: March 1, 2003

Brian Boisvert, General Manager  
Wilson Telephone Company, Inc.  
Wilson, Kansas

4. TOLL, ACCESS, AND VERTICAL SERVICES

4.1 Long Distance Toll Telephone Service

4.11 Message Telecommunications Service

The Company jointly furnishes long distance toll services to its customers in concurrence with the currently approved rates, practices, procedures and tariffs of interexchange toll carriers authorized by the State Corporation Commission. Portions of these tariffs are on file with the Company and the entire tariff is on file with the Commission.

4.12 Rate Applicability

Long distance toll charges apply to all completed calls between the Company's exchange areas and other telephone exchange areas.

(C) 4.2 National Directory Assistance Service

4.21 General

- A. National Directory Assistance (NDA) is a service whereby customers may request assistance in determining telephone listing information.
- B. A maximum of two customer listings and/or addresses are available per request. The NDA rate applies per request whether or not a number is provided, including requests for numbers which are non-published or not found. There are no allowances associated with NDA requests.
- C. Charges for NDA are not applicable on calls from customers whose physical or visual handicaps or lack of literacy prevents them from using a telephone directory. Such customers must provide certification from an agency or physician to establish exemption from NDA charges.
- D. Where facilities permit, NDA will be available from hotel/motel and pay telephones.

4.22 NDA Rates

Per NDA request            \$0.99

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4.3 Charges for Access Services

4.31 Intrastate Access

Wilson Telephone Company, Inc. concurs in the National Exchange Carrier Association Access Service Tariff as filed by Blue Valley Telephone Company; and rates, rules and regulations governing such communications services and, Blue Valley Telephone Company, Section 4 (Billing & Collections); as approved by the State Corporation Commission of Kansas; and any amendments or successive issues thereof and makes itself a party to such access tariffs until this concurrence is revoked or canceled.

Wilson Telephone Company, Inc. hereby expressly reserves the right to cancel this statement of concurrence in whole or in part, at any time when it appears that such cancellation is in the best interest of the Company, subject to the jurisdiction of the State Corporation Commission of Kansas as it applies.

4.4 Vertical Services

4.41 Custom Calling Service

A. Custom Calling Service is a group of optional services available at the rates and charges following.

B. Description of the features available in the custom calling service offering:

1. Call Waiting - provides a burst of tone to inform a customer who has a call in progress that another call has terminated to that line and is waiting to be answered. A provision is made to place the first party on "hold" while the incoming call is answered. The customer may dial a code to disable Call Waiting for the duration of one call.
2. Call Forwarding-Basic – when activated, causes all calls attempting to terminate to a customer's line to be redirected to another line. The customer selects the forward-to number when the feature is activated and programs the number via telephone.

3. Call Forwarding-Don't Answer – the customer can activate Call Forwarding to forward the call after a specified number of rings.
4. Call Forwarding-Busy – the customer can activate Call Forwarding to forward only when a busy condition exists.
5. Call Transfer/Three-Way Calling - allows a customer to have simultaneous conversations with parties at different locations. The Call Transfer feature allows a customer with the Three-Way Calling feature to transfer any established call to another line.
6. Speed Calling - allows a customer to call selected directory numbers by dialing a one or two-digit code (optionally preceded by a prefix). The directory numbers are programmed into the Company's Digital Central Office Switch and are stored in either an 8-code or a 30-code list, depending upon the type of Speed Calling assigned (both types may be assigned concurrently to the same customer).
  - a. 1-Digit Speed Calling – allows a customer to generate a Speed Calling list of up to 8 directory numbers. Each number in the list is associated with a unique 1-digit code that the customer may use to call the number.
  - b. 2-Digit Speed Calling - allows a customer to generate a Speed Calling list of up to 30 directory numbers. Each number in the list is associated with a unique 2-digit code that the customer may use to call the number.
7. Teen Service/Distinctive Ring - provides for an additional telephone number to be assigned to a residential line. Each telephone number is assigned a unique ringing pattern to allow the customer to determine which number was called. A directory listing is also provided.
8. Toll Restriction - allows a customer to specify which level of long distance toll (non-local) calling the Company will restrict from access via the customer's line.
  - a. Basic - 0+, 0-, 1+, IDDD, or any type of long distance toll restriction not hereinafter specified.
  - b. Basic with PIN Access - with the addition of a Personal Identification Number (PIN), the customer may override the restriction feature at the customer's discretion.
  - c. Enhanced - Area codes, specific exchange codes (NXX) and/or specific directory numbers.
9. Warm Line/Alert Line - allows a customer to automatically place a call to a preselected number by simply lifting the receiver off the switchhook. No dialing is required for the calling party to reach the specified destination. Dialing begins automatically after 30 seconds.

C. <u>Rates</u> <sup>1</sup>	Monthly Rates per Feature			Installation or Change Charge
	<u>1<sup>st</sup></u>	<u>2<sup>nd</sup></u>	<u>3<sup>rd</sup> or more</u>	
1. Call Waiting	\$1.00	\$0.75	\$0.25	\$5.00
2. Call Forwarding-Basic	\$1.00	\$0.75	\$0.25	\$5.00
3. Call Forwarding-Don't Answer	\$1.00	\$0.75	\$0.25	\$5.00
4. Call Forwarding-Busy	\$1.00	\$0.75	\$0.25	\$5.00
5. Call Transfer	\$1.00	\$0.75	\$0.25	\$5.00
Three-Way Calling	\$1.00	\$0.75	\$0.25	\$5.00
6. Speed Calling				
a. 1-Digit Speed Calling	\$1.00	\$0.75	\$0.25	\$5.00
b. 2-Digit Speed Calling	\$3.00	\$1.00	\$0.50	\$5.00
7. Teen Service/Distinctive Ring	\$5.00	N/A	N/A	\$5.00
8. Toll Restriction				
a. Basic	\$3.00	N/A	N/A	\$5.00
b. Basic with PIN Access	\$3.50	N/A	N/A	\$5.00
c. Enhanced	\$5.00	N/A	N/A	\$5.00
9. Warm Line/Alert Line	\$1.00	\$0.75	\$0.25	\$5.00

4.42 Advanced Calling Services

A. Descriptive Summary

Advanced Calling Services are optional telephone service arrangements which provide one or more of the following customized call management features:

1. Call Forwarding with Distinctive Ringing

Call Forwarding with Distinctive Ringing allows a customer to identify forwarded calls by use of a distinctive ring at the forwarded number. Certain customer equipment may not be compatible with this feature do to the use of ringers that do not match the cadence/frequency supplied by the Company's switching equipment. This feature requires the purchase of Basic Call Forwarding Service.

<sup>1</sup> Installation or change charges will be limited to one \$5.00 charge on initial installation, or on subsequent additions of features or feature packages. There shall be no charge for deleting features.

The Company may waive all or part of the installation charge and/or offer other special incentives, i.e. - additional features free for 90 days for customers ordering the features during certain promotional periods.

Where a call is forwarded into the long distance toll network, the applicable long distance toll rates shall apply for the forwarded call.

2. Calling Number Delivery (Caller ID)

Calling Number Delivery (Caller ID) allows the transmission of the calling party number to the customer's access line. When a Calling Number Delivery equipped line is on hook, the calling party number is transmitted across the line during the silent interval between the first and second ring. Calling Number Delivery customers must provide and connect their own compatible premises equipment which is designed to display the calling party number.

Any Wilson Telephone Company, Inc. customer may prevent the delivery of calling party number to the called party by dialing an access code immediately prior to placing a call. The access code activates per call blocking of number delivery. Per call blocking is available at no charge.

If a calling party activates blocking, the calling party number will not be transmitted across the line. Instead, Calling Number Delivery customers will receive an anonymous indicator. This indicator notifies the Calling Number Delivery customer that the calling party chose to block calling party number delivery.

3. Calling Name Delivery

The Calling Name Delivery feature enables the customer to identify the calling party by a displayed name before the call is answered. The name shown is that which is associated with the calling party number. Calling Name Delivery customers must provide and connect their own compatible premises equipment to process and display the Calling Name Delivery data. Calling Name Delivery is only available to customers who purchase Calling Number Delivery Service.

Any Wilson Telephone Company, Inc. customer may prevent the delivery of calling party name to the called party by dialing an access code immediately prior to placing a call. The access code activates per call blocking of name delivery. Per call blocking is available at no charge.

4. Calling Number Blocking

The Calling Number Blocking feature provides customers with the ability to control whether or not their directory number is displayed to the called party on all calls.

Calling Number Blocking is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residence of employees/volunteers, where an executive officer of the agency registers with the Kansas Corporation Commission (with a copy to the Company) a need for blocking: (a) private, nonprofit, tax-exempt domestic violence intervention agencies, and (b) federal, state and local law enforcement agencies. Calling number will not be transmitted from a line equipped with this capability.

5. Call Trace

Call Trace allows a customer to dial an access code to permit the Company to identify a specific incoming call. Activation of this feature requires the customer to coordinate with law enforcement agencies and will also require the customer's written authorization to release any call information to such agencies.

6. Distinctive Ring/Distinctive Call Waiting

Distinctive Ring/Distinctive Call Waiting allows customers to program their lines with a distinctive ringing pattern for a list of six (6) calling numbers and with a normal ringing pattern for all other calling numbers. In addition, for customers who also have Call Waiting, a distinctive Call Waiting tone is heard when the line is called by one of the numbers on the list. The customers can, thus, selectively answer incoming calls based on the distinguishable ring pattern or tone. To the extent sufficient equipment is available, customers may purchase more than one Distinctive Ring/Distinctive Call Waiting option in order to create additional telephone numbers lists.

7. Selective Call Rejection (Call Screening)

Selective Call Rejection (Call Screening) permits the customer to create a list of six (6) telephone numbers from which calls will be rejected. Calls from directory numbers contained on the list will be given a rejection tone or an announcement.

This feature may only be used to reject selected calls from within the customer's end office or a different office, provided proper signaling exists between the originating, terminating, and interconnecting offices.

Only those calls that the customer programs into the Selective Call Rejection list will be rejected. To the extent sufficient equipment is available, customers may purchase more than one Selective Call Rejection in order to create additional telephone number lists.

8. Selective Call Acceptance

Selective Call Acceptance permits the customer to create a list of six (6) telephone numbers from which calls will be accepted. Calls from telephone numbers not contained on the list will hear a rejection tone or a recorded announcement. To the extent sufficient equipment is available, customers may purchase more than one Selective Call Acceptance in order to create additional telephone number lists.

This feature may only be used to accept selected calls from within the customer's end office or a different office, provided proper signaling exists between the originating, terminating, and interconnecting offices.

9. Selective Call Forwarding

Selective Call Forwarding is used to forward only selected calls. This feature is particularly advantageous to a customer who is expecting an important call and/or who is going out of town or to a location served by a long distance number. Only those calls from numbers programmed into the Selective Call Forwarding list of six (6) will be forwarded. To the extent sufficient equipment is available, customers may purchase more than one Selective Call Forwarding option in order to create additional telephone number lists. This feature requires the purchase of Basic Call Forwarding Service.

10. Remote Activation of Call Forwarding

Remote Activation of Call Forwarding allows a customer with the Call Forwarding feature to activate the service from a location other than the customer's own telephone service line. This feature requires the purchase of Basic Call Forwarding Service.

11. Automatic Call Back

Automatic Call Back allows the customer to place a call to the last number to which a call was previously made or attempted. In addition, if the customer encounters a busy signal this feature will automatically scan the called line for an idle condition. This scanning continues until the called station becomes idle, the original request is canceled, or a timer expires and clears the request.

12. Automatic Recall

Automatic Recall enables the customer to automatically redial the telephone number of the most recent incoming call. If the telephone number is busy, the Telephone Company's equipment will monitor the line for a maximum of thirty (30) minutes beginning with the customer's activation of Automatic Recall in an attempt to establish the call. This feature cannot return a call to a line that is not associated with a telephone number (e.g. multi-line hunt groups) or to a line with Call Forwarding activated.

13. Anonymous Call Rejection

Anonymous Call Rejection enables the customer to reject calls for which caller identification has been intentionally blocked. Calls rejected will be given a rejection tone or an announcement.

14. Do Not Disturb

Do Not Disturb enables a customer to prevent all incoming calls from ringing the customer's line by diverting the call to a tone or announcement. Do Not Disturb is provided as either 1) Fixed, whereby all incoming calls are diverted and the calling party can override by dialing a PIN assigned by the customer or, 2) Variable, whereby all incoming calls are diverted except those from certain customer designated access lines.

B. Terms and Conditions

The rates and charges following apply in addition to any applicable service connection charges, monthly rates, and non-recurring charges for access lines and other services or equipment with which they are associated.

C. Rates<sup>1</sup>

	Monthly Rates per Feature			Installation or
	<u>1<sup>st</sup></u>	<u>2<sup>nd</sup></u>	<u>3<sup>rd</sup> or more</u>	<u>Change Charge</u>
1. Call Forwarding with Distinctive Ringing	\$1.00	\$0.75	\$0.25	\$5.00
2. Calling Number Delivery	\$3.00	\$1.00	\$0.50	\$5.00
3. Calling Name Delivery <sup>2</sup>	\$3.00	\$1.00	\$0.50	\$5.00
4. Calling Number Blocking	\$3.00	\$1.00	\$0.50	\$5.00
5. Call Trace	No Charge			N/A
6. Distinctive Ring/ Distinctive Call Waiting	\$3.00	\$1.00	\$0.50	\$5.00
7. Selective Call Rejection	\$1.00	\$0.75	\$0.25	\$5.00
8. Selective Call Acceptance	\$5.00	N/A	N/A	\$5.00
9. Selective Call Forwarding	\$1.00	\$0.75	\$0.25	\$5.00
10. Remote Activation of Call Forwarding	\$1.00	\$0.75	\$0.25	\$5.00
11. Automatic Call Back	\$1.00	\$0.75	\$0.25	\$5.00
12. Automatic Recall	\$1.00	\$0.75	\$0.25	\$5.00
13. Anonymous Call Rejection	\$3.00	\$1.00	\$0.50	\$5.00

<sup>1</sup> Installation or change charges will be limited to one \$5.00 charge on initial installation, or on subsequent additions of features or feature packages. There shall be no charge for deleting features.

The Company may waive all or part of the installation charge and/or offer other special incentives, i.e. - additional features free for 90 days for customers ordering the features during certain promotional periods.

Where a call is forwarded into the long distance toll network, the applicable long distance toll rates shall apply for the forwarded call.

<sup>2</sup> Calling Name Delivery is only available to customers with Calling Number Delivery service.

14. Do Not Disturb				
a. Fixed	\$1.00	\$0.75	\$0.25	\$5.00
b. Variable	\$3.00	\$1.00	\$0.50	\$5.00

4.43 Enhanced Business Services

- A. Enhanced Business Services provide the connection between the customer premise and the serving central office when the customer subscribes to this service.
- B. The customer must subscribe to a minimum of 10 Enhanced Business Services feature access lines.
- C. This service is offered subject to the availability of facilities.
- D. One directory listing is provided without charge to each customer of Enhanced Business Services. Other directory listings may be provided at the applicable rates and charges listed elsewhere in this tariff.
- E. Description of features available in the Enhanced Business Services offering:
  - 1. Direct Inward Dialing - allows the users to directly receive incoming calls without the assistance of an attendant.

F. Rates<sup>1</sup>

	<u>Monthly Rate</u>	<u>Installation or Change Charge</u>
1. Direct Inward Dialing		
a. First 10 numbers assigned	N/C	\$50.00
b. Each additional 10 numbers (or fraction thereof) assigned	N/C	\$50.00

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<sup>1</sup> The DID Trunk rate found elsewhere in this tariff is applicable in addition to these charges.

4.44 Touch Tone Service

- A. Touch Tone Service is a distinctive type of telephone service using audible voice frequency tones to actuate the central office switching equipment and is provided as a part of basic service at no additional charge.

(D)

(D)

4.5 900 Service Access Restriction

4.51 General

- A. 900 Service Access Restriction is furnished to customers upon request to prevent access to the 900 network. A call will be diverted to a company-provided intercept announcement when customers dial a 900 number from a restricted line.
- B. 900 Service Access Restriction enables customers to prohibit dialing of calls to 1 + 900. Calls which are placed using alternate dialing patterns cannot be restricted. The customer indemnifies and saves harmless the Company from any and all claims, losses or damages caused by restriction of 900 service access.

4.52 Rates and Charges

- A. The following rates and charges apply in addition to the established rates and charges for the service with which this service is associated.

	<u>Monthly Rate</u>	<u>Service Connection Charge</u>
1. Per Residence Line Equipped	No Charge	No Charge <sup>1</sup>
2. Per Business Line Equipped	No Charge	Applicable SCC <sup>2</sup>

<sup>1</sup> The Company will provide one-time blocking of access to the 900 NPA at customer request at no charge. If 900 Service Access Restriction is activated, then removed, and later requested again, applicable service connection charges found elsewhere in this tariff will apply.

<sup>2</sup> Applicable service connection charges are found elsewhere in this tariff.

4.6 Emergency 911 Telecommunications Service

4.61 The Company provides connection to Emergency 911 Telecommunications Service at the following rates and charges. All other features for Emergency 911 Telecommunications Service are provided under contract.

4.62 Rates and Charges (per facility)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
A. B911 Service		
Point of interconnection with another telephone company to PSAP trunk	\$19.00	\$138.00
B. D911 Service		
Point of interconnection with another telephone company to PSAP trunk	\$19.00	\$192.00
C. Enhanced 911 (E911) Service		
1. Point of interconnection with another telephone company on Routed System, end office to control office	\$25.00	\$229.00
2. Point of interconnection with another telephone company on Direct Trunked System	\$23.00	\$192.00

4.63 911 Database Services

A. Class Mark Central Office, per 100 NXXs <sup>1</sup>	\$ 5.00	\$100.00
B. Database, per 100 NXXs <sup>2</sup>	\$ 0.00	\$ 0.00

<sup>1</sup> Only NXXs that are marked for routing, not default NXXs

<sup>2</sup> Entire office (all working numbers)

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5. RADIO COMMON CARRIER INTERCONNECTION SERVICE

5.1 General

This tariff contains regulations, rates and charges applicable to the provision of Radio Common Carrier Interconnection Services provided by Wilson Telephone Company, Inc. hereinafter referred to as the Company, to all carriers, hereinafter referred to as Carrier, for Type 1 connecting circuit arrangements as found, for descriptive purposes only, in the Bell Communications Research, Inc. Technical Reference TR-NPL-000145, Compatibility Information for the Interface between a Cellular Mobile Carrier and a Wireless Exchange Carrier dated April 1986 and Technical Reference TR-EOP-000352, Cellular Mobile Carrier Interconnection Transmission Plans, dated May 1986. This tariff is also applicable to all carriers for line side interconnection as found, for descriptive purposes only, in Bell System Technical References, Number 43303 dated December 1981.

This tariff provides, where facilities are available, connection with the Company network for originating calls from a landline customer to an RCC customer and for terminating calls from an RCC customer to a landline customer.

The regulations and rates in this tariff are in addition to the regulations, rates and charges in other Company tariffs.

5.2 Definitions

The following definitions are in addition to those found elsewhere in this tariff.

Access Service Tariff: The Wilson intrastate Access Service Tariff concurrence on file with the Kansas Corporation Commission, offering exchange access to intrastate customers.

Cellular Mobile Carrier (CMC): A common carrier provider of domestic public cellular telecommunications service, as defined in Part 22, Subpart K, of the Rules of the FCC.

End Office: An end office is a local Company central office where the exchange service customer's station loops are terminated to connect to each other and the network.

Mobile Telephone Switching Office (MTSO): An RCC's switching equipment or terminal used to provide the RCC's switching services or, alternatively, any other point of termination designated by the RCC. The MTSO connects the carrier's customers within its Radio Service Area to the Company's facilities.

NXX Code: A block of 10,000 consecutive telephone numbers having the same 3-digit prefix.

Originating Traffic: Traffic delivered to an RCC for termination on the RCC system within the Radio Service Area.

Point of Interconnection: The end office (Type 1 connection circuit) that the carrier chooses to connect for terminating traffic in the Company network, for example, where terminating traffic is switched to other end offices in the LATA.

Radio Common Carrier (RCC): A licensee under Part 22 or Part 73 of the FCC Rules and Regulations who provide radio telecommunications service excluding Rural Radio Service.

Radio Common Carrier Interconnection Service: Hereafter referred to as service, are dedicated circuits between a carrier's point of termination and the Company's point of switching for the exchange of traffic. Such circuits may be one-way or two-way.

Radio Transmitter Links: Dedicated voice and/or data circuits provided by the Company between an RCC MTSO and tower/cell site locations or between tower/cell site locations.

RCC Service Area: The geographic area served by a carrier's system where the carrier is authorized to provide service under Part 22 or 73 of the FCC Rules and Regulations. For cellular carriers this area is the Cellular Geographic Service Area (CGSA).

Service Group: A group of RCC connection service circuits of the same configuration combined into a single service group for traffic handling.

Tandem Office: A telephone company switching system that provides a concentration and distribution function for originating and terminating traffic between Company end offices or the network.

Terminating Traffic: Traffic received from a carrier for delivery to a point on the intraLATA wireless exchange network.

Type 1 Connecting Circuits: Connecting circuits that interconnect the Carrier with the Company's end office, permitting access by the Carrier to that end office and other end offices in the LATA and Interexchange Carriers.

### 5.3 General Regulations

#### 5.31 Liability of the Company

- A. The Company's failure to provide or maintain service under this tariff subject to the interruption allowance provisions of this tariff, shall be excused by labor difficulties, government orders, civil commotions, acts of God, and other circumstances beyond the Company's reasonable control.
- B. Where a carrier's service is interrupted other than by negligence or willful act of the carrier, and it remains out of order for 24 hours or longer after the Company has been notified and has access to the carrier's premises, adjustments shall be made to the carrier. The adjustment shall be based on the time the interruption is first reported and shall be the pro rata part of the monthly rates the service is inoperative. The adjustment may be credited to a subsequent bill.

For calculating credit allowances, every month is considered to have 30 days.

A credit does not apply for any period the carrier does not allow the Company personnel access to the facilities so they can investigate and clear trouble.

- C. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a carrier or any other for damages arising out of mistakes, omissions, interruption, delays, errors or defects in transmission, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the carrier for the period of service during

which such mistakes, omission, interruption, delay, error or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the carrier under this tariff as an allowance for interruptions. Any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service, which are caused or contributed to by the negligence or willful act of the carrier or which arise from the use of carrier-provided facilities or equipment, shall not result in the imposition of any liability whatsoever upon the Company.

D. The Company is not liable for any act or omission of other providers.

5.32 Obligation of the Carrier

- A. The carrier is solely responsible for payment of all charges for facilities and services furnished the carrier, including charges for service originated from, or charges accepted at such facilities (e.g., collect calls and third number charges).
- B. Where it is necessary for the Company to place equipment at the carrier's premises, the carrier shall make available access, floor space and power for the service without cost to the Company.
- C. The rates and rate structure established by this tariff shall not apply to the RCC's provision of toll calling from a landline telephone to another landline telephone, except for, but not limited to, the provision of optional carrier features such as customer calling and voice storage.

5.33 Payments, Deposits and Termination of Service

A. Advance Payments, Deposits and Termination of Service rules and regulations are contained in Section 2 of this tariff.

B. Late Payment

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. Such late payment fee shall be assessed only once on any past due balance.

C. Directory Listings

- 1. Directory Listings are not included in the rates for services in this tariff.
- 2. Regular extra listings and special types of extra listings will be furnished subject to the regulations, rates and charges of the Company's tariff for use of the carrier's patrons. The carrier must arrange for such listings. Payment for such listings will be the responsibility of the carrier and not the carrier's mobile service users.

D. Directory Assistance

Directory Assistance Service will be provided subject to the regulations, rates and charges found in the Company's tariff.

5.34 Special Construction

If the RCC's request for interconnection requires construction of special facilities, the RCC will be assessed special construction charges.

5.35 Radio Transmitter Links

The Company charge for radio transmitter links shall be equivalent to the specific rate elements and rate levels in the Access Service tariff, except that no special access surcharge shall be applicable.

5.36 Special Service Arrangements

When the customer requests a service arrangement which requires the installation of special equipment or modification of standard equipment, it can be furnished by the Company subject to the regulations, rates and charges found in the Company's tariff.

(D) 5.37 Reserved for future use.

(D)

5.38 End User Common Line Charges

End User Common Line (EUCL) charges are not applicable to this service.

5.39 RCC Provided Facilities

RCC's shall have the right to transport traffic over facilities provided by the RCC to any location geographically proximate to the Type 1 Connection Circuits with the Company switching offices. That location must be owned/leased and maintained by the RCC and access to that location by Company employees for installation and maintenance purposes must be available.

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5.4 Description of Service

5.41 Type of Service

Radio Common Carrier Interconnection Service circuits and switching are trunk-side switching using end office (Type 1 Connecting Circuit) arrangements. Wink start, answer and disconnect supervisory signaling are provided from electronic offices. Delay dial start-pulsing signaling for one-way originating only type services may be provided from equipped electromechanical offices.

5.42 Service Arrangements

Service may be arranged for two-way or one-way traffic either in the originating or terminating direction.

5.43 Service Use

Terminating service may be used to access valid NXXs in the LATA, operator services, Directory Assistance (411 and 555-1212), emergency reporting service (911), exchange telephone repair and business offices, community information services of an information provider, and the services of an interexchange carrier.

5.44 First Point of Switching

For Type 1 connection service, the Company shall select the first point of switching within the selected LATA. The carrier may request a different first point of switching where facilities and measurement capabilities are available. When required by technical limitations, a separate service group will be established for each type of switching arrangement. Separate service groups may be required in each direction for two-way operation. Different types of facilities or switching arrangements may not be combined in a single service group.

5.45 Calling Scope

Any calling scope available to the landline customers is available to the carrier subject to the provisions in paragraph 5.44 preceding.

- A. Type 1 interconnections may only be to end offices that serve telephone subscribers within the Radio Service Area of the carrier's system.
- B. Local terminating usage rates will apply based on the point of interconnection where the call is delivered to the Company.

5.5 Features

5.51 Optional Features - Nonchargeable

A. Outpulsing

This option provides the end office capability of providing up to 10 digits of the called party telephone number to the carrier's location. The carrier may request

that only some of the digits in the telephone number be forwarded. When a steering digit is required (e.g., third digit of the NXX code), only 7 digit outpulsing will be furnished.

B. Delay Dial Start-Pulsing Signaling

This option provides a method of indicating to the originating trunk circuit a readiness to accept address signaling information by the terminating trunk circuit. Delay dial is the off-hook signaling sequence. The delay dial signal is the off-hook interval and the start-pulsing signal is the on-hook interval. With integrity check, the calling offices will not out-pulse until a delay dial (off-hook) signal followed by a start-pulsing (on-hook) signal has been identified at the calling office.

C. Immediate Dial Pulse Address Signaling

This option forwards dial pulses from the Company end office to the carrier without a start-pulsing signal from the carrier. This option is available only to carriers who have existing dial pulse services. Such arrangements may be continued under this tariff, but the carrier may not add to or move these arrangements.

D. Dial Pulse Address Signaling

This trunk-side option provides for the transmission of number information, e.g., called number, between the Company end office switching system and the carrier's premises (in either direction) by means of direct current pulses.

5.52 Optional Features - Chargeable

A. Testing Capabilities

This service is provided, in the terminating direction where appropriate equipment is available (both telephone and carrier), with seven digit access to balance (100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line. Additional Cooperative Acceptance Testing, Automatic Scheduled Testing, Cooperative Testing, Manual Scheduled Testing and Nonscheduled Testing may be provided if requested as set forth in the Access Service Tariff.

5.6 Rate Regulations

5.61 Originating Connecting Circuits

- A. The charge for two-wire or four-wire connecting circuits exclusively used for the interchange of one-way originating traffic shall be equivalent to the charge for a two-wire or four-wire termination and channel mileage and multiplexing if required, as found in the Access Service tariff.
- B. The charge for a 1.544 Mbps connecting circuit, equivalent to 24 voice grade circuits, used exclusively for the interchange of one-way originating traffic shall be

equivalent to the charge for a 1.544 Mbps channel termination and channel mileage if required, as found in the Access Service tariff.

- C. No charge, except for terminating usage charges as described in paragraph 5.62 following, shall be assessed for connecting circuits used exclusively for the interchange of terminating traffic.
- D. The recurring charges, other than terminating usage charges, for the provision of connecting circuits used for interchange of both originating and terminating traffic (two-way connecting circuits) shall be prorated. It is assumed that 18% of the traffic interchanged between the Company and the RCC over two-way circuits is originating traffic. The charge for each two-way circuit will be 18% of the charge specified in paragraphs 5.61 A. or 5.61 B. preceding. In addition, all terminating traffic interchanged over two-way circuits is subject to terminating usage as described in paragraph 5.62 following.

5.62 Terminating Connecting Circuits

- A. Company charges for the termination of RCC originated traffic interchanged with the Company and destined to points on the intraLATA wireline exchange network shall be on a usage sensitive basis. To the extent that a Company office lacks the capability of measuring terminating usage for billing purposes, terminating usage charges shall be calculated based on assumed minutes of usage pursuant to paragraph 5.62 D.
- B. The terminating usage charges for RCC originated traffic interchanged with the Company and destined to points within the local calling scope of the RCC's end office (Type 1 interconnection) shall be as specified in paragraph 5.71 following.
- C. The terminating usage charges for RCC originated traffic interchanged with the Company and destined to points outside the local calling scope of the RCC's end office (Type 1 interconnection), shall be constructed by referencing the following rate elements and levels, at the premium rate levels from the Access Service Tariff: Section 3 - Carrier Common Line Access: Section 6 - Local Transport and Local Switching (LS1). These rates will remain equivalent, through this rate reference, and will change as rates are effectuated in the Access Service tariff.
- D. In the event the Company is unable to measure specific terminating usage from the end office where service is provided, charges based on assumed minutes shall apply as follows: (1) the Company and the RCC shall jointly develop the assumptions for use in calculating the monthly terminating usage which will be billed for the initial quarter of each RCC's operation; (2) based upon actual usage data provided by the RCC, each individual carrier's average minutes of use from the prior quarter will be used for monthly billing purposes for the next quarter.

Local Terminating Usage measurement on carrier terminating traffic delivered to the Company for terminating within the local calling scope begins when the Company's end office switch receives an off-hook supervisory signal from the end office serving the called party, indicating that the called party has answered and transmits that same information to the carrier's location. The measurement of terminating call usage ends when the Company's end office switch serving the carrier receives an on-hook supervisory signal from either the carrier or the called party.

5.63 Nonrecurring Charges

The nonrecurring charges for all one-way and two-way Type 1 connecting circuits shall be the same as specified for originating circuits in paragraphs 5.61 a. and 5.61 b. preceding.

5.64 Minimum Monthly Charges

For Type 1 interconnection, the minimum monthly charge is equal to the rate specified in paragraph 5.61 A. or 5.61 B. preceding.

5.7 Rates and Charges

5.71 Terminating Usage Rates

	<u>Per Minute of Use</u>	
	<u>Within The Local Calling Scope</u>	<u>Outside The Local Calling Scope</u>
A. Type 1		
O - 1 mile	\$0.020	1
Over 1 - 25 miles	\$0.025	1
Over 25 - 50 miles	\$0.035	1
Over 50 miles	\$0.045	1

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<sup>1</sup> Based on rate equivalence with Access Service rate elements as specified in paragraph 5.62 C. preceding.