

# **RURAL TELEPHONE SERVICE CO., INC.**

Your One-Stop Communications, Information and Entertainment Source

January 24, 2011

Ms. Susan Duffy Executive Director Kansas Corporation Commission 1500 SW Arrowhead Road Topeka, KS 66604-0427

Dear Ms. Duffy:

STATE CORPORATION COMMISSION

JAN 25 2011

Enclosed for filing with the Commission are an original and three (3) copies of revised tariff sheets for Rural Telephone Service Company, Inc. (Rural). Rural respectfully requests that the revisions be inserted according to the enclosed list of changes, with an effective date of March 1, 2011.

With this filing, Rural is making the following changes:

Thomas Shaland

- Section 1 increase residential and business rates in Rate Group 1; increase residential rate in Rate Group 2 (in response to Docket #11-GIMT-201-GIT)
- Section 7 add delayed billing verbiage to billing practices, miscellaneous text changes

Please return a stamped copy of the tariff sheets upon Commission approval to Rural. If you have any questions regarding this filing, please contact Sandra Pakkebier at (785) 421-2916.

Sincerely,

Rhonda S. Goddard Chief Operating Officer

RG/ckw

Enclosures

Section 1:

Fifth Revised Sheet 6 replaces Fourth Revised Sheet 6

Section 7:

Second Revised Sheet 2 replaces First Revised Sheet 2
First Revised Sheet 3 replaces Original Sheet 3
Third Revised Sheet 7 replaces Second Revised Sheet 7
First Revised Sheet 9 replaces Original sheet 9

First Revised Sheet 9 replaces Original sheet 9
First Revised Sheet 18 replaces Original sheet 18

#### LOCAL EXCHANGE SERVICE

- II. APPLICATION OF RATES (Continued)
  - C. Link-Up Kansas Service Connection Program (continued)
    - 2. Eligibility Requirements. The Federal Communications Commission (FCC) defined the eligibility requirements in Dockets 80-286 and 78-72. The discounted service connection charges will be provided for one (1) telephone line per household, at the subscriber's principal place of residence. Assistance is targeted to those individuals who meet the following criteria:
      - a. For federal income tax purposes, the applicant is not a dependent unless over sixty (60) years of age.\*
      - b. The applicant must be participating in one of the following Kansas Department of Social and Rehabilitation Services' programs in order to be eligible for Link-Up Kansas benefits: \*\*
        - i. Aid to Dependent Children (ADC)
        - ii. Supplemental Security Income (SSI)
        - iii. General Assistance (GA)
        - iv. Medicaid
        - v. Food Stamps

#### III. LOCAL EXCHANGE SERVICE RATES AND CHARGES

A.	RATE GROUP 1 Flat Rate – One Party Local One Way Centrex Access Line	Residential \$ 16.25 \$ 12.20 (1)	Business \$ 19.25 \$ 14.00 (1) \$ 21.75	I
B.	RATE GROUP 2 Flat Rate – One Party Centrex Access Line	\$ 16.25 	\$ 26.00 \$ 33.00	I
C.	RATE GROUP 3 Flat Rate – One Party Centrex Access Line	\$ 17.80 	\$ 28.75 \$ 33.00	

(1) Customers with Local One Way service as of August 25, 2006 will be grandfathered in until customer cancels service.

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<sup>\*</sup>Applicant may self-certify on this requirement.

<sup>\*\*</sup>Applicant must provide proof of participation in one of the programs.

## RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS

#### I. APPLICATION OF TARIFF

The rules and regulations contained in this Section apply to the services and facilities provided by the Company in the State of Kansas. Failure on the part of the Customer to observe these rules and regulations after due notice of such failure, automatically gives the Company the right to discontinue service to that Customer.

In the event of a conflict between any rate, rule, regulation or provision contained in this Tariff and any rate, rule, regulation or provision contained in the tariffs of other companies in which the Company concurs, the rate, rule, regulation or provision contained in this Tariff shall prevail.

#### II. PROMOTIONAL OFFERINGS

From time to time, the Company may engage in promotional offerings or trials designed to attract new customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings or trials, the Company may offer special rate incentives and waive in full or in part various service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company.

#### III. EMPLOYEE TELEPHONE SERVICE

- A. The Company, upon proper official approval, will grant discounts from standard rates in connection with certain classes of service. This service to itself or its employees may be classified as follows:
  - 1. intercompany service, and
  - discounted service, and
  - 3. service furnished in return for rights and privileges.
- B. Official service is service furnished for the conduct of the Company's business, and is generally furnished through stations located in the Company's offices, or in residences of employees or agents whose duties require that they be readily accessible to all at any time.
- C. A discount from standard rates may be allowed in connection with service furnished for the conduct of the Company's business.
- D. A discount from standard rates may be allowed in connection with service furnished through residence service station sets at the residences of employees and retired employees receiving a service or disability pension.

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# RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS

#### IV. AVAILABILITY OF FACILITIES

As a carrier of last resort, the Company is required to provide basic local voice service to any Customer who is financially qualified and is located within the Company's service area.

#### V. CUSTOMER SERVICE AND PROTECTION

This part of the Rules and Regulations Section of the Tariff provides information to telephone consumers about: resolving disputes with the Company, applying for service, the classification of business and residential rates, deposits, billing, refusal of service, disconnection of service and cancellation of service. The Company relies on principles established by the Kansas Corporation Commission.

- A. Resolution of Disputes Any Customer or applicant for service who wishes to dispute an action or determination of the Company under the Company's customer service rules shall be given an opportunity for a supervisory review by the Company.
- B. Application for Service Applications for service, or requests from Customers for additional service or changes in the grade or class of service, become contracts when received by the Company. The contracts may require a minimum contract term. The Company reserves the right to require application for service to be made in writing on supplied forms.

Any general change in rates, rules or regulations modifies the terms of the contract to the extent of such change without further notice. However, if rates are increased, the Customer may cancel his contract upon reasonable written notice and upon payment for all service and any contractual liability.

#### C. Refusal of Service

- 1. The Company may decline to serve an applicant until such applicant has complied with all applicable state and federal regulations and the Company-approved rules and regulations in this Tariff, including, but not limited to required deposits and minimum advance payments, when applicable.
- 2. The Company may refuse service subject to the availability of necessary facilities and equipment or necessary arrangements with other carriers or billing capabilities.
- 3. The Company may refuse service if it has a reasonable basis for believing that the service will be used in a manner that violates any applicable state or federal statute, regulation, tariff or order.
- 4. The Company reserves the right not to provide service to or from a location where legally prohibited.
- 5. The Company reserves the right not to provide service to any individual who harasses, threatens or presents any sort of unreasonable risk to any Company employee.

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## RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS

## V. CUSTOMER SERVICE AND PROTECTION (continued)

## G. Billing Practices

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 advance payments and the prompt payment of bills on presentation, nor constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sum due the Company for services rendered. The Company may discontinue service to any Customer failing to pay current bills without regard to the fact that such Customer has made a deposit with the Company (to secure the payment of such bills).

#### 1. Content of Bill

- a. The Company shall bill each Customer each billing period in accordance with its applicable rate schedules. Billings shall be issued monthly in advance for local access service and in arrears for toll service for all Customers. Each Company bill issued to a Customer shall show:
  - i. the period of local access service billed for ("billing period"), the approximate date of Issued mailing ("mailing date"), and the final date by which a payment can be received before a bill is deemed delinquent;
  - ii. monthly local access service charges, including local access, and extra directory listing charges. Such charges shall be itemized upon Customer request;
  - iii. service charges for non-recurring items, including service connection charges, itemized for each charge separately included in filed Tariffs;
  - iv. the amount due for any excise, sales, or franchise taxes;
  - v. the total amount (sum of i. through iv. above) due for service in the current billing period;
  - vi. the amount of additional charges due for past due accounts, collection charges, reconnection charges, installation payments or other Company charges authorized by the Commission;
  - vii. the amount of any adjustments or credits;
  - viii. the total amount due;
  - ix. the address and telephone number of the Company and the identification of the office where a Customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise complain.

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## **RULES AND REGULATIONS** APPLYING TO ALL CUSTOMERS

#### V. CUSTOMER SERVICE AND PROTECTION (continued)

- G. Billing Practices (continued)
  - 5. Collection of Payment
    - a. Bills are rendered monthly and are due and payable ten (10) days after the date of mailing the bill. Charges for monthly service are billed one (1) month in advance. If payment is not received twenty (20) days from the due date stated on the bill, it becomes delinquent and a late charge will be applied to the following month's statement. Service will be disconnected if the Customer's bill is not paid within forty (40) days from the date stated on the original bill, unless satisfactory arrangements have been made with the Company's Customer Service or Collection Department. Arrangements for payment beyond thirty (30) days from the issuance of a bill must be approved by a Company supervisor. However, the supervisor may delegate the approvals to other employees.

If the 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 service charge up to the maximum allowed by law for processing the insufficient fund check or turn the check over to the appropriate law enforcement agency for prosecution.

- b. If the last calendar day for remittance falls on a 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.
- If the entire amount billed is not received by the Company prior to the next billing date, a late payment charge of 1 1/2% will be assessed. This 1 1/2% late payment charge will apply to all services on any unpaid balance. The 1 ½% late payment charge shall not be applied to any balance to which the charge was applied in a previous billing.
- d. Upon Customer request, Company must extend the payment period proportionately if a bill contains two (2) or more months charges; all of which have not previously been billed.
- If the service is discontinued temporarily or indefinitely, the Company may assess a restoration charge as provided in the Service Charges Section of this Tariff.
- When the Company discontinues service to the Customer, the Company shall cease charging the Customer for services as of the date of discontinuance or shall make an appropriate prorata adjustment or refund for the period of discontinuance to the amount owed upon restoral or reconnection of service.
- 6. Billing Disputes - In the event of a dispute between the Customer and the Company over any bill for utility service, the Company shall make an appropriate investigation and report the results to the Customer.

The Customer is still responsible for submitting timely payment on the undisputed portion of the bill. The process for submitting a billing dispute shall be governed by the General Disputes Section of this Tariff.

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# RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS

# VI. USE OF SERVICE AND FACILITIES (continued)

D. Liability of the Company (continued)

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

When a Customer with a nonpublished telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this Tariff, Customer acknowledges and agrees with the release of information as described above.

The Company will supply Customer information to update the Emergency 911 Service database at the time the Company activates Customer basic local exchange telecommunications services to the appropriate database provider.

At the time the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. At that time, the Company will be obligated to provide facilities to route calls from the end users to the proper PSAP.

The Company recognizes the authority of the 911 Customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity.

- 5. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 6. If service is interrupted for more than 48 hours, other than by negligence or willful act of the Customer, an allowance at the published rate for the telephone facilities and class of service affected at the time of the interruption shall be made for the time such interruption continues, after notice and demand to the Company. No other liability shall attach to the Company on account of interruptions of service.
- 7. When suitable arrangements can be made, lines of other carriers may be used in establishing transmission links to points not reached by the Company's lines. In establishing connections with the lines of other carriers, the Company is not responsible or liable for any action of the other carriers.

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