

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

Before Commissioners:

Mark Sievers, Chairman
Ward Loyd
Thomas E. Wright

Received on

JUN 29 2012

In the Matter of The Pioneer Telephone)
Association, Inc. d/b/a Pioneer Communications)
Compliance Filings as Required by Commission)
Order Dated 10-19-2011 in Docket No.)
11-PNRT-315-KSF)

by
State Corporation Commission
of Kansas

Docket No. 12-PNRT-794-CPL

COMPLIANCE FILING

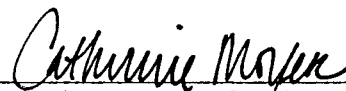
COMES NOW, The Pioneer Telephone Association, Inc. d/b/a Pioneer Communications (“Pioneer”) and submits its June 30, 2012 Compliance Filing, as set forth by the State Corporation Commission of the State of Kansas (“Commission”) in its Commission Order dated October 19, 2011. In support of its Compliance Filing, Pioneer respectfully submits to the Commission as follows:

1. On August 31, 2011, the Commission issued an Order on Stipulation an Agreement approving a Stipulation and Agreement between The Pioneer Telephone Association, Inc. d/b/a Pioneer Communications (Pioneer) and the Staff of the Commission.
2. On October 19, 2011, the Commission issued an Order Addressing Joint Implementation Schedule setting forth a schedule for implementation of certain requirements set forth in the Stipulation and Agreement. The implementation schedule included certain filings to be made with the Commission.

3. On October 31, 2011, the Commission issued an Order Addressing Joint Implementation Schedule setting forward its method for handling compliance filings. The Order stated that Pioneer shall make all future compliance filings in a new Compliance Docket.
4. The implementation schedule requires a June 30, 2012, filing to be made, including an Analysis of Affiliate Transactions Billing and Collections Services, an Affiliate Agreement between The Pioneer Telephone Association, Inc. and High Plains Telecommunications, Inc., and an Affiliate Agreement between The Pioneer Telephone Association, Inc. and WestLink Communications, LLC. Those three documents are attached to this Compliance Filing. Please note the Affiliate Agreements have not been executed. The Board of Directors of The Pioneer Telephone Association, Inc. and High Plains Telecommunications, Inc., and the Board of Managers of WestLink Communications, LLC intend to execute those Agreements at their respective July 2012 board of directors and board of managers meetings.

Wherefore Pioneer respectfully submits its June 30, 2012 Compliance Filings as set forth by the Commission in its Commission Order dated October 19, 2011.

Respectfully submitted,



Catherine Moyer, #20761
Pioneer Communications
PO Box 707, 120 West Kansas Avenue
Ulysses, KS 67880
(620) 356-7133 phone
(620) 424-3133 fax
catherine@pioncomm.net
Attorney for The Pioneer Telephone Association,
Inc. d/b/a Pioneer Communications

VERIFICATION

STATE OF KANSAS)
) SS:
COUNTY OF GRANT)

Catherine Moyer, of lawful age, being first duly sworn, on her oath states: She is the attorney for The Pioneer Telephone Association, Inc. d/b/a Pioneer Communications; that she has read the above and foregoing Application; that the statements, allegations and matter contained herein are true and correct.



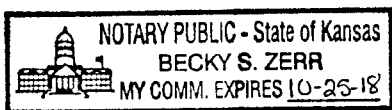
Catherine Moyer

Subscribed and sworn to before me on this 28th day of June 2012.



Becky S. Zerr, Notary Public

My Appointment Expires:



Redacted Version

In the Matter of The Pioneer Telephone)
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Compliance Filings as Required by Commission) Docket No. 12-PNRT-794-CPL
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11-PNRT-315-KSF

Pioneer Communications Analysis of Affiliate Transactions Billing and Collection Services

Introduction

In the "Order Addressing Joint Implementation Schedule" (Order) the Commission required The Pioneer Telephone Association, Inc. d/b/a Pioneer Communications ("Pioneer" or "Company") to "[p]erform and document fully distributed cost and fair market value calculations for transactions of goods and services between affiliates and record costs for such services in compliance with the FCC affiliate transaction rules." The Order required initial studies to be filed by April 30, 2012. Pioneer previously filed an analysis of the following services:

1. Management and technical services provided by the Company to High Plains Telecommunications, Inc. d/b/a Pioneer Long Distance ("High Plains") and WestLink Communications, LLC ("WestLink").
2. Wireless PCS Services purchased by the Company from WestLink Communications, LLC.

In that filing and pursuant to the Order, Pioneer stated that it would submit an analysis of Billing and Collections services provided to its affiliates no later than June 30, 2012. This document provides that analysis and includes an updated billing and collection charges and an analysis of compliance with the affiliate transaction rules.

Because this document discloses service-specific costs, all amounts shown are considered proprietary and confidential.

Billing and Collections Charges for Services Provided by Pioneer to High Plains and WestLink

The Order specifies the following with regard to billing and collections charges:

"Following the completion of the CAM and its filing with the Commission, Pioneer will review the charges for billing and collections services. Pioneer will file any changes in the rates or recording method no later than June 30, 2012."

Pioneer filed its CAM with the Commission on April 30, 2012. Recently Pioneer has completed the review of billing and collection charges.

Based primarily on actual cost and accounting data for the 12 months ending December 31, 2011, Pioneer has prepared updated billing and collection charges. These charges reflect the fully-distributed costs of Pioneer. The updated charges reflect monthly billing and collections charges per customer of **---** and **---** for Pioneer Long Distance and WestLink, respectively. The Pioneer Long Distance amount is higher due to the inclusion of message processing costs. WestLink utilizes a third-party vendor for message processing. Previously, Pioneer was billing both affiliates **---** per customer per month for billing and collections services.

Redacted Version

The assignment and billing of costs at these levels to the affiliates comply with the FCC affiliate transaction rules. Pioneer has surveyed similarly situated companies regarding their approximate billing and collection costs per customer. Based on this survey, the charges developed from Pioneer cost information reasonably reflects the fair market value for such services. Pioneer has complied with the affiliate transaction rules by assigning fully-distributed costs for billing and collection services to its affiliates.

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Order Dated 10-19-2011 in Docket No.)
11-PNRT-315-KSF**

Pioneer Communications
Affiliate Agreement between The Pioneer Telephone
Association, Inc. and High Plains Telecommunications, Inc.

**AGREEMENT BETWEEN
THE PIONEER TELEPHONE ASSOCIATION, INC.
AND
HIGH PLAINS TELECOMMUNICATIONS, INC.**

THIS AGREEMENT, made and entered into as of _____, by and between THE PIONEER TELEPHONE ASSOCIATION, INC., a corporation organized under the laws of the State of Kansas (hereinafter referred to as "PIONEER"), and HIGH PLAINS TELECOMMUNICATIONS, INC., a corporation organized under the laws of the State of Kansas (hereinafter referred to as "HIGH PLAINS").

WITNESSETH:

WHEREAS, PIONEER is the parent of HIGH PLAINS, a wholly owned subsidiary; and

WHEREAS, PIONEER is organized, staffed and equipped, and authorized to render to HIGH PLAINS services as herein provided; and

WHEREAS, HIGH PLAINS desires and PIONEER is willing to furnish management service upon terms and conditions hereinafter set forth; and

WHEREAS, HIGH PLAINS is authorized to utilize those services, properties, and resources of PIONEER for management and technical services and expertise in all telecommunications and cable television matters as an independent contractor; and

WHEREAS, subject to the terms and conditions herein described, PIONEER is willing, upon request by HIGH PLAINS to render such services and provide such property and resources to HIGH PLAINS at cost, taking into consideration the fulfillment of HIGH PLAINS's responsibilities;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein, the parties hereto hereby agree as follows:

1. DEFINITIONS

As used hereinafter, the following terms, in addition to those elsewhere defined in the Agreement, shall have the following meanings unless the context otherwise requires:

- A. "Services" shall mean those services described in Articles 3, 4, and 5 hereof,
- B. "Intellectual Property" means any process, program, or technique which is protected by the copyright, patent, or trademark laws, or as a trade secret, and which has been specifically and knowingly incorporated into, exhibited in, or reduced to a tangible writing, drawing, manual, computer program, product, or similar manifestations or thing.

2. AGREEMENTS TO FURNISH SERVICE

- A. PIONEER shall operate, maintain, and keep in good condition any facilities of HIGH PLAINS in accordance with policies established by the Board of Directors of HIGH PLAINS and the usual standards of efficient operation and maintenance. In performing its duties hereunder, PIONEER shall comply with all applicable laws now or hereafter in force and all franchises or other governmental authorizations now or hereafter granted with respect to the facilities of HIGH PLAINS.
- B. Upon its receipt of HIGH PLAINS's work order or other written request therefore, PIONEER will, if it has or can have available the personnel and resources needed to fill the work order or written request, furnish HIGH PLAINS, upon the terms and conditions hereinafter set forth, such of the services at such times, for such periods, and in such manner as HIGH PLAINS may from time to time request; provided, however, that the determination of whether PIONEER has the available personnel and resources to perform in accordance with the work order or written request will be entirely within the discretion of PIONEER, but once PIONEER has agreed to perform pursuant to a work order or written request, it cannot withdraw or depart from such performance without the consent of HIGH PLAINS.
- C. The provision of Services by PIONEER, pursuant to this Agreement, shall in all cases and notwithstanding anything herein contained to the contrary, be subject to any limitations contained in authorizations, rules, or regulations of those governmental agencies, if any, having jurisdiction over PIONEER, HIGH PLAINS or such provision of Services.

3. DESCRIPTION OF SERVICES

A. Accounting and Statistical

PIONEER shall install and maintain accounting systems to meet HIGH PLAINS's problems and requirements with respect to accounting, billing, and collecting; practices to improve efficiency, book entries resulting from unusual financial transactions, internal audits, employment of independent auditors, preparation and analyses of financial and operating reports and statistical matters relating to customers of HIGH PLAINS, preparation of annual reports, standardization of accounting and statistical forms in the interest of economy, and other accounting and statistical matters.

B. Customer Services

PIONEER shall provide customer service functions including service orders, customer inquiry, trouble reporting and other customer point of contact functions.

C. Billing and Collecting

PIONEER will make all billings to and collections from customers served by HIGH PLAINS at rates established from time to time by HIGH PLAINS. PIONEER shall deposit promptly all such collections to the credit of HIGH PLAINS in such bank or banks as HIGH PLAINS shall designate.

D. Rates

PIONEER shall advise HIGH PLAINS on matters relating to charges and valuation, the design of new and improved charges and their effects upon revenues, the cost of competitive services, earnings trends, the desirability of rate changes and rate audits.

E. Facility Installation and Maintenance

PIONEER will pay all expenses arising from or in connection with the installation, operation, maintenance, and keeping in repair, HIGH PLAINS's facilities.

F. Budgeting

PIONEER shall advise and assist HIGH PLAINS in matters involving the preparation and development of construction and operating budgets, cash and cost forecasts, and budgetary controls.

G. General Services

PIONEER shall advise and assist HIGH PLAINS in purchasing, engineering, facility safety programs, facility protection service, communications services, legal services, professional memberships, training and educational courses, and technical publications.

H. Business Promotion and Public Relations

PIONEER shall advise and assist HIGH PLAINS in the development of marketing and sales programs, in the preparation and use of advertising and sales materials, and in the determination and carrying out of promotional programs.

I. Systems and Procedures

PIONEER shall advise and assist HIGH PLAINS in the formation of good operating practices and methods of procedure, the standardization of forms, the purchase, rental, and use of mechanical and electronic data processing, computing and communications equipment, in conducting economic research and planning.

J. Other Services

PIONEER shall render advice and assistance in connection with such other matters as HIGH PLAINS may request and PIONEER may be able to perform with respect to HIGH PLAINS's business and operations.

4. **PROVISION OF PERSONNEL**

PIONEER will furnish labor, when necessary to deliver the above services. Where specifically requested by HIGH PLAINS, PIONEER will loan its employees to HIGH PLAINS. In that event, such loaned employees will be under the sole supervision and control of HIGH PLAINS for such period or periods of time as are necessary to complete the work to be performed by such employees.

5. **EXCHANGE OF INTELLECTUAL PROPERTY**

Should HIGH PLAINS, in the course of its business, develop Intellectual Property it will make such available for utilization by PIONEER without charge (except the actual expenses incurred by HIGH PLAINS in connection with making such new Intellectual Property so available).

6. **COMPENSATION OF PIONEER**

As compensation for services provided, HIGH PLAINS hereby agrees to reimburse PIONEER for all costs properly chargeable or allocable thereto, as determined in accordance with the paragraphs below and PIONEER's Cost

Allocation Manual. PIONEER shall, on or before the 14th day after the close of each month, bill HIGH PLAINS and HIGH PLAINS shall reimburse PIONEER on the following basis:

A. Labor Related Costs

Expenditures for wages and relief and pension expenses (including payroll tax and employee benefit expenses) associated with the services provided above shall be tracked and billed to HIGH PLAINS monthly. These costs will be identified pursuant to time reporting and assignments charged to services provided to HIGH PLAINS. PIONEER shall bill HIGH PLAINS the total costs identified in PIONEER's Billing and Collection Costs. PIONEER shall bill HIGH PLAINS monthly for costs associated with billing and collection services. PIONEER will periodically determine the cost per HIGH PLAINS customer and render billing based on the number of HIGH PLAINS customers.

B. Broadband Transmission Costs

PIONEER shall bill HIGH PLAINS for transmission of HIGH PLAINS's broadband services over PIONEER's network. Where applicable PIONEER shall bill these services based on applicable tariff rates. In cases where tariff rates are not applicable, PIONEER shall bill HIGH PLAINS the costs of the services.

C. Joint and Common Costs

PIONEER shall assign and bill to HIGH PLAINS an appropriate share of joint and common costs. These costs primarily consist of those associated with joint use facilities and corporate expenses. PIONEER shall bill HIGH PLAINS these costs on a monthly basis.

7. MISCELLANEOUS

A. Bond

PIONEER will secure suitable corporate fidelity bond coverage for the benefit of HIGH PLAINS covering such persons and in an amount or amounts as may be agreed upon by HIGH PLAINS and PIONEER.

B. Binding on Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the parties hereto, and such Agreement shall be construed and enforced under and in accordance with laws of the State of Kansas.

C. Hold Harmless

Both parties agree to save and hold harmless each other from any and all liability of any type, character or nature growing out of the operation of their business, and do agree to assume full and complete responsibility for all of the activities of their own; and shall hold the other party harmless from any liability of any kind by virtue of their own operation and from the action of any of their employees, agents or representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective entities by their respective President and Chairman and attested by their respective Secretaries as of the day and year first above written.

THE PIONEER TELEPHONE ASSOCIATION, INC.

By: _____
William L. Nicholas, President

ATTEST:

Leon Young, Secretary

HIGH PLAINS TELECOMMUNICATIONS, INC.

By: _____
William L. Nicholas, President

ATTEST:

Leon Young, Secretary

**In the Matter of The Pioneer Telephone)
Association, Inc. d/b/a Pioneer Communications)
Compliance Filings as Required by Commission) Docket No. 12-PNRT-794-CPL
Order Dated 10-19-2011 in Docket No.)
11-PNRT-315-KSF**

Pioneer Communications
Affiliate Agreement between The Pioneer Telephone
Association, Inc. and WestLink Communications, LLC

**AGREEMENT BETWEEN
THE PIONEER TELEPHONE ASSOCIATION, INC.
AND
WESTLINK COMMUNICATIONS, LLC**

THIS AGREEMENT, made and entered into as of _____, by and between THE PIONEER TELEPHONE ASSOCIATION, INC., a corporation organized under the laws of the State of Kansas (hereinafter referred to as "PIONEER"), and WESTLINK COMMUNICATIONS, LLC, a limited liability company organized under the laws of the State of Kansas (hereinafter referred to as "WESTLINK").

WITNESSETH:

WHEREAS, PIONEER is the parent of WESTLINK, a wholly owned subsidiary; and

WHEREAS, PIONEER is organized, staffed and equipped, and authorized to render to WESTLINK services as herein provided; and

WHEREAS, WESTLINK desires and PIONEER is willing to furnish management service upon terms and conditions hereinafter set forth; and

WHEREAS, WESTLINK is authorized to utilize those services, properties, and resources of PIONEER for management and technical services and expertise in all telecommunications and cable television matters as an independent contractor; and

WHEREAS, subject to the terms and conditions herein described, PIONEER is willing, upon request by WESTLINK to render such services and provide such property and resources to WESTLINK at cost, taking into consideration the fulfillment of WESTLINK's responsibilities;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein, the parties hereto hereby agree as follows:

1. DEFINITIONS

As used hereinafter, the following terms, in addition to those elsewhere defined in the Agreement, shall have the following meanings unless the context otherwise requires:

- A. "Services" shall mean those services described in Articles 3, 4, and 5 hereof,
- B. "Intellectual Property" means any process, program, or technique which is protected by the copyright, patent, or trademark laws, or as a trade secret, and which has been specifically and knowingly incorporated into, exhibited in, or reduced to a tangible writing, drawing, manual, computer program, product, or similar manifestations or thing.

2. AGREEMENTS TO FURNISH SERVICE

- A. PIONEER shall operate, maintain, and keep in good condition any facilities of WESTLINK in accordance with policies established by the Board of Directors of WESTLINK and the usual standards of efficient operation and maintenance. In performing its duties hereunder, PIONEER shall comply with all applicable laws now or hereafter in force and all franchises or other governmental authorizations now or hereafter granted with respect to the facilities of WESTLINK.
- B. Upon its receipt of WESTLINK's work order or other written request therefore, PIONEER will, if it has or can have available the personnel and resources needed to fill the work order or written request, furnish WESTLINK, upon the terms and conditions hereinafter set forth, such of the services at such times, for such periods, and in such manner as WESTLINK may from time to time request; provided, however, that the determination of whether PIONEER has the available personnel and resources to perform in accordance with the work order or written request will be entirely within the discretion of PIONEER, but once PIONEER has agreed to perform pursuant to a work order or written request, it cannot withdraw or depart from such performance without the consent of WESTLINK.
- C. The provision of Services by PIONEER, pursuant to this Agreement, shall in all cases and notwithstanding anything herein contained to the contrary, be subject to any limitations contained in authorizations, rules, or regulations of those governmental agencies, if any, having jurisdiction over PIONEER, WESTLINK or such provision of Services.

3. DESCRIPTION OF SERVICES

- A. Accounting and Statistical
PIONEER shall install and maintain accounting systems to meet WESTLINK's problems and requirements with respect to accounting, billing, and collecting; practices to improve efficiency, book entries resulting from unusual financial transactions, internal audits, employment of independent auditors, preparation and analyses of financial and operating reports and statistical matters relating to customers of WESTLINK, preparation of annual reports, standardization of accounting and statistical forms in the interest of economy, and other accounting and statistical matters.
- B. Customer Services
PIONEER shall provide customer service functions including service orders, customer inquiry, trouble reporting and other customer point of contact functions.
- C. Billing and Collecting
PIONEER will make all billings to and collections from customers served by WESTLINK at rates established from time to time by WESTLINK. PIONEER shall deposit promptly all such collections to the credit of WESTLINK in such bank or banks as WESTLINK shall designate.

D. Rates

PIONEER shall advise WESTLINK on matters relating to charges and valuation, the design of new and improved charges and their effects upon revenues, the cost of competitive services, earnings trends, the desirability of rate changes and rate audits.

E. Facility Installation and Maintenance

PIONEER will pay all expenses arising from or in connection with the installation, operation, maintenance, and keeping in repair, WESTLINK's facilities.

F. Budgeting

PIONEER shall advise and assist WESTLINK in matters involving the preparation and development of construction and operating budgets, cash and cost forecasts, and budgetary controls.

G. General Services

PIONEER shall advise and assist WESTLINK in purchasing, engineering, facility safety programs, facility protection service, communications services, legal services, professional memberships, training and educational courses, and technical publications.

H. Business Promotion and Public Relations

PIONEER shall advise and assist WESTLINK in the development of marketing and sales programs, in the preparation and use of advertising and sales materials, and in the determination and carrying out of promotional programs.

I. Systems and Procedures

PIONEER shall advise and assist WESTLINK in the formation of good operating practices and methods of procedure, the standardization of forms, the purchase, rental, and use of mechanical and electronic data processing, computing and communications equipment, in conducting economic research and planning.

J. Other Services

PIONEER shall render advice and assistance in connection with such other matters as WESTLINK may request and PIONEER may be able to perform with respect to WESTLINK's business and operations.

4. **PROVISION OF PERSONNEL**

PIONEER will furnish labor, when necessary to deliver the above services. Where specifically requested by WESTLINK, PIONEER will loan its employees to WESTLINK. In that event, such loaned employees will be under the sole supervision and control of WESTLINK for such period or periods of time as are necessary to complete the work to be performed by such employees.

5. **EXCHANGE OF INTELLECTUAL PROPERTY**

Should WESTLINK, in the course of its business, develop Intellectual Property it will make such available for utilization by PIONEER without charge (except the actual expenses incurred by WESTLINK in connection with making such new Intellectual Property so available).

6. **COMPENSATION OF PIONEER**

As compensation for services provided, WESTLINK hereby agrees to reimburse PIONEER for all costs properly chargeable or allocable thereto, as determined in accordance with the paragraphs below and PIONEER's Cost Allocation Manual.

PIONEER shall, on or before the 14th day after the close of each month, bill WESTLINK and WESTLINK shall reimburse PIONEER on the following basis:

A. Labor Related Costs

Expenditures for wages and relief and pension expenses (including payroll tax and employee benefit expenses) associated with the services provided above shall be tracked and billed to WESTLINK monthly. These costs will be identified pursuant to time reporting and assignments charged to services provided to WESTLINK. PIONEER shall bill WESTLINK the total costs identified in PIONEER's Billing and Collection Costs. PIONEER shall bill WESTLINK monthly for costs associated with billing and collection services. PIONEER will periodically determine the cost per WESTLINK customer and render billing based on the number of WESTLINK customers.

B. Broadband Transmission Costs

PIONEER shall bill WESTLINK for transmission of WESTLINK's broadband services over PIONEER's network. Where applicable PIONEER shall bill these services based on applicable tariff rates. In cases where tariff rates are not applicable, PIONEER shall bill WESTLINK the costs of the services.

C. Joint and Common Costs

PIONEER shall assign and bill to WESTLINK an appropriate share of joint and common costs. These costs primarily consist of those associated with joint use facilities and corporate expenses. PIONEER shall bill WESTLINK these costs on a monthly basis.

7. MISCELLANEOUS

A. Bond

PIONEER will secure suitable corporate fidelity bond coverage for the benefit of WESTLINK covering such persons and in an amount or amounts as may be agreed upon by WESTLINK and PIONEER.

B. Binding on Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the parties hereto, and such Agreement shall be construed and enforced under and in accordance with laws of the State of Kansas.

C. Hold Harmless

Both parties agree to save and hold harmless each other from any and all liability of any type, character or nature growing out of the operation of their business, and do agree to assume full and complete responsibility for all of the activities of their own; and shall hold the other party harmless from any liability of any kind by virtue of their own operation and from the action of any of their employees, agents or representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective entities by their respective President and Chairman and attested by their respective Secretaries as of the day and year first above written.

THE PIONEER TELEPHONE ASSOCIATION, INC.

By: _____
William L. Nicholas, President

ATTEST:

Leon Young, Secretary

WESTLINK COMMUNICATIONS, LLC

By: _____
William L. Nicholas, Chairman

ATTEST:

Leon Young, Secretary



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P.O. Box 707
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June 28, 2012

Patti Petersen-Klein
Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

Received
on

JUN 29 2012

by
State Corporation Commission
of Kansas

Re: Docket 12-PNRT-794-CPL: In the Matter of The Pioneer Telephone Association, Inc. d/b/a Pioneer Communications Compliance Filings as Required by Commission Order Dated 10-19-2011 in Docket No. 11-PNRT-315-KSF

Dear Ms. Petersen-Klein,

Please find enclosed an original and seven (7) copies of the June 30, 2012 Compliance Filing as required by Commission Order Dated 10-19-2011 in Docket No. 11-PNRT-315-KSF.

Please note the Analysis of Affiliate Transactions Billing and Collections Services contains previous and updated billing and collection charges on page 2. This page has been marked Confidential. Additionally, one complete version has been provided, as has one redacted version—both versions have been marked Confidential on page 2. Because actual billing and collection charges are sensitive to the company for competitive reasons, I am requesting confidential treatment of specific numbers contained in the Analysis of Affiliate Transactions Billing and Collections Services, as represented in the redacted version.

Should the Commission or Staff have any questions, please contact me.

Regards,

A handwritten signature in cursive script that reads 'Catherine Moyer'.

Catherine Moyer
General Manager & CEO
The Pioneer Telephone Association, Inc. d/b/a Pioneer Communications
120 West Kansas Avenue, PO Box 707
Ulysses, Kansas 67880
620.356.7133 direct phone
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Enc.