2008.06.10 14:35:43

FOULSTON SIEFKIN Kansas Corporation Commission
Kansas Corporation Commission
K. Duffe

1551 N. Waterfront Parkway, Suite 100 Wichita, Kansas 67206-4466 316.267.6371 Fax 316.267.6345

ATTORNEYS AT LAW

Bank of America Tower, Suite 1400 534 South Kansas Ave. Topeka, Kansas 66603-3436 785.233.3600

MEMBER OF LEX MUNDI, THE WORLD'S LEADING ASSOCIATION OF INDEPENDENT LAW FIRMS

9 Corporate Woods, Suite 450 9200 Indian Creek Parkway Overland Park, Kansas 66210-2017 913.498.2100 Fax 913.498.2101 www.foulston.com

Robert A. Fox 785.233.3600 866.347.1469 Fax bfox@foulston.com

June 10, 2008

Ms. Susan Duffy Executive Director Kansas Corporation Commission 1500 S.W. Arrowhead Rd. Topeka, Kansas 66604-4027

RE: 06-WLDT-1005-COC

Dear Ms. Duffy:

STATE CORPORATION COMMISSION

JUN 1 0 2008

VV) Room

Herewith are an original and five copies of Wildflower Telecommunications, LLC's Local Exchange and/or Exchange Access Telecommunications service Tariff. Please note that this is an original tariff filing and that is why the original docket number is displayed.

We request you file the same and return two file stamped copies to us.

Very truly yours,

Robert A Fox

RAF

Original Page No. 1

KANSAS TELECOMMUNICATIONS TARIFF #1

Local Services

STATE CORPORATION COMMISSION

JUN 1 0 2008

Susan Taliffy Docket Room

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Local Exchange and/or Exchange Access telecommunications services within the State of Kansas by Wildflower Telecommunications, LLC (Wildflower). This tariff is on file with the Kansas Corporation Commission. Copies may be inspected, during normal business hours, at the following locations:

Wildflower Telecommunications, LLC 102 N Main Buhler KS 67522 620-543-2580

or

Kansas Corporation Commission 1500 SW Arrowhead Road Topeka, KS 66604-4027 800-662-0027

CHECK SHEET

The title page and pages 2 - 30 inclusive of this Tariff are effective as of the date shown at the bottom right corner of each page. Original and Revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated. * New or Revised Pages

| Page | Revision No. | |
|------|--------------|--|
| 1 | Original | |
| 2 | Original | |
| 3 | Original | |
| 4 | Original | |
| 5 | Original | |
| 6 | Original | |
| 7 | | |
| 8 | Original | |
| 9 | Original | |
| 10 | Original | |
| 11 | Original | |
| 12 | Original | |
| 13 | Original | |
| 14 | Original | |
| 15 | Original | |
| 16 | Original | |
| 17 | Original | |
| 18 | Original | |
| 19 | Original | |
| 20 | Original | |
| 21 | Original | |
| 22 | Original | |
| 23 | Original | |
| 24 | Original | |
| 25 | Original | |
| 26 | Original | |
| 27 | Original | |
| 28 | Original | |
| 29 | Original | |
| 30 | Original | |
| 31 | Original | |

Issue Date: May 15th, 2008

Effective Date:

TABLE OF CONTENTS

| Sneet | 1/ | О |
|-------|----|---|
| | | |

| Title Page | | |
|--------------|--|----|
| Check Sheet | | 2 |
| Table of Con | ntents | 3 |
| Tariff Forma | ıt | 4 |
| Explanation | of Symbols | 5 |
| Section 1 | General Information | 6 |
| Section 2 | Regulatory Compliance | 8 |
| Section 3 | Undertaking of the Company. | 9 |
| Section 4 | Limitations. | 10 |
| Section 5 | Obligation and Liability of Company | 11 |
| Section 6 | Use of Service and Facilities | 12 |
| Section 7 | Establishment and Furnishing of Service. | 13 |
| Section 8 | Billing Practices | 14 |
| Section 9 | Local Services and Rates. | 18 |
| Section 10 | Service Charges. | 21 |
| Section 11 | Link-Up Kansas Service Connection Program. | 23 |
| Section 12 | Kansas Lifeline Service Program. | 24 |
| Section 13 | Kansas Universal Service Fund. | 26 |
| Section 14 | Universal Emergency Telephone Number Service (911, E911) | 27 |
| Section 15 | Construction Charges | 28 |
| Section 16 | Promotions | 29 |
| Section 17 | Employee Telephone Service | 30 |
| Section 18 | Individual Customer Pricing (ICB) | 31 |

TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Page No. 3 and Page No. 4 would be numbered Page No. 3.1.

Paragraph Numbering Sequence - There are generally 4 levels of paragraph coding associated with this Tariff. Each level of coding is subservient to the next higher level:

- 1. Sample
 - A. Sample
 - i. Sample
 - a. Sample

Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the pages contained in the Tariff, with a cross reference to the current page number. When new pages are added, the check sheet is changed to reflect the revisions; all revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page, if these are the only changes made to it. The Tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

EXPLANATION OF SYMBOLS

- (D) To signify "discontinued" material.
- (I) To signify an "increase" in the rate or charge.
- (M) To signify "material relocate without change in text or rate."
- (N) To signify "new" material.
- (R) To signify a "reduction" in rate or charge.
- (T) To signify a "change in text, but no change in rate or regulation."

1. **DEFINITIONS**

- A. All words or terms used in these Tariffs filed by the Company with the State Corporation Commission, in addition to the usual meanings are intended to have the meanings regularly ascribed to them by the telephone industry.
- B. Where it is considered necessary or helpful to the full understanding of a particular tariff provision, a word or term may be defined in the body of the tariff in which it is used.
- C. Specific Definitions:

<u>Access Line</u> – An arrangement which connects the customer's location to a switching center or point of presence.

<u>Authorized User</u> – A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

<u>Carrier or Company</u> – Whenever used in this tariff, "Carrier" or "Company" refers to Wildflower Telecommunications, LLC. , unless otherwise specified or clearly indicated by the context.

<u>CLEC</u> – A new Local Exchange Carrier authorized under the 1996 Telecommunications Act.

Commission - Kansas Corporation Commission.

<u>Customer</u> – The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Exchange Access Line – The serving central office line equipment and all Company plant facilities up to and including the Company provided Standard Network Interface. These facilities are Company provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariff user offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in Section 4 of this tariff.

<u>Facilities Based CLEC</u> – A CLEC which had the capability to make use of Unbundled Network Elements of the ILEC or other LEC's to provide services to Customers; usually this involves a significant investment in facilities and technical expertise.

<u>ILEC</u> – The incumbent Local Exchange Carrier.

<u>LEC</u> – Local Exchange Carrier.

<u>Local Exchange Services</u> – Telecommunications services furnished for use by endusers in placing and receiving local telephone calls within local calling areas.

<u>Reseller</u> – A CLEC which offers service to Customer principally by purchasing those services from other Local Exchange Carriers.

<u>Resold Local Exchange Services</u> – A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company provided usage services, miscellaneous services or interstate/international services.

Station-to-Station Calling – A service whereby the originating End User request the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company issued Calling Card or to an authorized Credit Card are Operator Station Calls unless the call is placed on a Person-to-person basis. Automated Calling Card calls are not Operator Station calls. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

<u>Person-to-Person Calling</u> — An operator assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

<u>Unbundled Network Elements</u> – Components of the telephone network made available to CLEC's under the 1996 Telecommunication Act.

2. REGULATORY COMPLIANCE

In compliance with KCC orders, Wildflower Telecommunications, LLC agrees to abide by the Kansas Billing Practice Standards as found in Docket No. 120,408-U, and successive dockets for local telecommunications services provided under this tariff. Services provided by Wildflower Telecommunications, LLC are also subject to the assessment of fees to support the Kansas Universal Service Fund (KUSF). The fee will be determined by the KUSF Administrator.

3. UNDERTAKING OF THE COMPANY

- A. The Company will provide Competitive Local Exchange Telecommunications Services in the State of Kansas, as both a facilities based provider and a reseller of services.
- B. The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network.
- C. The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.
- D. The target market for these services will be, but not limited to:
 - i. Rural households and business underserved by current service providers
 - ii. Company will market services across its serving area.

4. LIMITATIONS

- A. Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the provisions of this tariff, or in violation of the law.
- C. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission of for failure to establish connections.
- D. All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service of facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service of facilities.
- E. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.
- F. Resale of Company services without permission of the Company is prohibited.

5. OBLIGATION AND LIABILITY OF COMPANY

- A. The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- B. The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special, or consequential damage) for defamation, libel, slander, invasion, infringement of unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff, or for any act of omission of the Customer, or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use of removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- C. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- D. The Company shall exercise due care in connection with all work done on the 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.
- E. In the adjustment of charges for overbilling by the Company, a refund will be made of the full amount of excess charges.
- F. 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.

6. USE OF SERVICE AND FACILITIES

A. Ownership and Use of Equipment

All facilities furnished by the Company up to and including the equipment 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 said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the equipment and lines, or for the purpose of making collections from coin boxes or upon termination of the service, for the purpose of removing such equipment or lines. If the installation and maintenance of service are requested at locations which are or may be hazardous or dangerous to the Company's employees or the public or to the property, the Company may refuse to install and maintain such service.

B. Use of Customer Service

Customer telephone service is furnished only for use by the customer, his 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. Subscribers are responsible for calls made from their telephones. The Company has no means of controlling use of telephones,

C. Tampering with Equipment

The Company may refuse to furnish or may deny telephone service to any person, firm or corporation on whose premises is located any equipment owned by the Company which shows any evidence of tampering, manipulation or operation or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.

D. Use of Profane Language or Impersonation of Another

The Company may refuse to furnish or may deny telephone service to any person, firm, or corporation who, over the facilities furnished by the Company, uses or permits to be used foul, abusive, obscene, or profane language; or impersonates or permits others to impersonate any other individual with fraudulent or malicious intent.

E. Governmental Objections to Service

The Company may refuse to furnish or may discontinue telephone service to any person, firm, or corporation upon written objection to the furnishings 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 is to be used for an illegal purpose.

7. ESTABLISHMENT AND FURNISHING OF SERVICE

A. Applications for Service

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

B. Telephone Numbers

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

C. Alterations

The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's wiring or equipment; and the customer agrees to pay the Company's tariffed charges for such changes.

D. Maintenance and Repairs

All ordinary expense of maintenance and repairs to Company-owned equipment is borne by the Company. Customers may not rearrange, or disconnect, or remove any apparatus or wiring, installed by the Company. In case of loss of, damage to, or destruction of any Company equipment occasioned by neglect of customer, the customer is held responsible for cost of restoring equipment to its original condition.

E. Customer's Authorization

The Company may require satisfactory written authorization for the right to construct, install, and place required facilities on the customer's premises in order to make the service connection. Such written authorization, when required, shall be properly executed by the holder of the legal title to the premises. The Company may refuse to furnish service to any person, firm, or corporation thereon until such requested authorization is provided.

8. **BILLING PRACTICES**

A. General Billing practices

i. It shall be the general practice of the Company to follow the billing standards set forth by the KCC in KCC docket 120,408-U.

В. Bill Contents

The Company's customer bills contain the following information:

- i. Name and address of the Company
- ii. Address for Correspondence
- iii. Address for Remittance
- Customer Service/Billing Inquiry telephone number. iv.
- Name and Address of Customer v.
- vi. Bill Date
- vii. Due Date
- All Account Numbers viii.
- Invoice Number ix.
- Detail of Charges (including taxes / surcharges) х.
- Summary of Charges xi.

C. Payment and Collection or Reconnection Charges

i. 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. If the entire amount billed is not received by the Company prior to the next billing date, a late payment charge of up to 3% may be assessed. This late payment charge will apply to all services on any unpaid balance. The late payment shall not be applied to any balance to which the charge was applied in a previous billing.

Effective Date:

- ii. If a subscriber 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 subscriber a \$30.00 service charge for processing the insufficient fund check or turn the check over to the appropriate law enforcement agency for prosecution. If a subscriber causes the insufficient fund check to be made valid or pays in cash but refuses to pay the \$30.00 service charge, the subscriber shall be considered to be in arrears and telephone service will be disconnected seven (7) days after notice, by mail or telephone, has been given.
- iii. 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.
- iv. If a notice of discontinuance is given the Company will charge for such notice as provided in the Company's applicable tariff.
- v. 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 pro rata adjustment or refund for the period of discontinuance to the amount owed upon restoral or reconnection of service.

D. Cost of Collection and Repair

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

E. Discontinuation of Service

The Company may discontinue or refuse service for any of the following reasons:

- i. when the customer requests it.
- ii. when a telephone bill becomes delinquent after proper notice.
- iii. when a dangerous condition exists on the customer's premises
- iv. when the customer fails to provide credit information, security deposit, surety bond or guarantee
- v. when the customer misrepresents his or her identity for the purpose of obtaining telephone service.
- vi. 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.

- vii. 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.
- viii. when the customer causes or permits unauthorized interferences with or use of telephone service situated on or about the customer's premises.

F. Notice of Discontinuance of Service:

- i. the Company shall give the customer seven (7) days written notice before initially discontinuing service, unless the discontinuance is upon customer request or involves a dangerous condition, violation of Company rules or unauthorized interference with or use of service which case the Company may discontinue service immediately.
- ii. notice shall be sent to the account name and address. Service of notice by mail or e-mail is complete upon mailing. The Company shall maintain an accurate record of the date of mailing and charge for such notice as specified in its applicable tariff.

G. Issuing party of Bills and Statements

Bills and Statements will be issued by IdeaTek Communications, LLC, PO Box 258 Buhler, KS 67522.

H. TAXES AND FEES CHARGEABLE TO CUSTOMERS

i. Adjustments for Municipality payments

If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Company, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

ii. Adjustments for Other Taxing Authority Payments

If at any future time another taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon Company, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the subscribers receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly

charges for the types of service made subject to such tax, fee or charge.

iii. Fees and Surcharges Approved by Regulatory Authorities

The company may charge other fees or surcharges allowed by the applicable regulatory authority such as the FCC or the KCC. Such charges may include but are not limited to:

- Interstate Access Surcharge

Such billing shall allocate the tax, fee or charge among subscribers uniformly on the basis of each subscriber's monthly charges for the types of service made subject to such tax, fee or charge.

iv. Other recovery fees

The Company may charge to the customer recovery fees to recover specific additional charges charged to the Company on behalf of the customer by a third party.

9. LOCAL SERVICES AND RATES

A. Local Phone Service

Local Phone Service is simply defined as Single-party voice-grade access to the public switched telephone network with dual-tone, multi frequency ("DTMF") signaling, or its functional equivalent with access to emergency service, operator service, interexchange service and directory assistance.

B. Local Phone Service Types

- i. Standard Local Telephone Service
 - a. Standard Local Telephone Service includes the following features when technically available at no additional charge to the monthly service price:
 - (1) Caller ID with Name
 - (2) Caller ID Block
 - (3) Call Waiting
 - (4) Call Waiting Caller ID
 - (5) Three-Way Calling
 - (6) Call Forwarding
 - (7) Auto-Forward Calls
 - (8) Call Forward No Answer
 - (9) Voicemail with retrieval by Phone, Email, and Web Browser
 - (10) Anonymous Call Rejection
 - (11) Return Call (*69)
 - (12) Speed Dial Numbers
 - (13) 900 number block
 - (14) Online Feature Management
 - (15) And other features the company may develop at a later time and include as a free ancillary service

DBA IdeaTek Communications, LLC

- b. Standard Local Telephone Service includes the company's free long distance package #1 as filed in the Company's interexchange (tariff #2 section 10.A.i)
- c. Standard Local Telephone service is limited to service areas which are provided by company owned or leased service lines.
- d. ILEC resold service lines are specifically not included in the Standard Local Telephone Service availability area.
- e. Monthly Pricing:
 - (1) Residential Single Line \$29.95
 - (2) Commercial Single Line \$39.95

ii. Local Only Service (Toll Restriction)

- a. Local Only Service includes all features of the Standard Service list in this tariff except that it does not include any access to out-bound interexchange service.
- b. Monthly Pricing:
 - (1) Residential Single Line \$17.73
 - (2) Commercial Single Line \$24.50

iii. ILEC resold services

- a. ILEC resold services are defined as any service provided to the customer that are resold by the company under interconnection agreements for resale with the applicable ILEC.
- b. The Company concurs with the description of and rates for local services confirmed in the appropriate ILEC's local service tariff.
- c. The company is not obligated to provide any resold services beyond such requirements of the Company as set forth in its Eligible Telecommunications Carrier (ETC) fillings with the commission.

iv. Directory Listing Charges

a. Reconnection Charge per ILEC tariff
b. Extra Directory Listing per ILEC tariff
c. Unlisted Number per ILEC tariff

Issue Date: May 15th, 2008

Effective Date:

v. Local Directory Assistance

- a. Local Directory Assistance is a service customers may use to request assistance in determining local telephone numbers by dialing 411 or the operator (0)
- b. Charge per directory assistance call \$1.99
- c. Charge per call completion -\$1.99 plus any applicable long distance charges

vi. Operator Assistance

a. The Telephone Company furnishes local assistance by an operator whereby customers may request assistance in: dialing a local number; requesting a local person-to-person call; billing a local toll to a calling card, to a third number or collect.

| (1) | Charge per Operator Assistance Call | \$ 1.99 |
|-----|---|---------|
| (2) | Dialing calling card Station-to-Station | \$ 2.10 |
| (3) | Operator Station-to-Station | \$ 2.50 |
| (4) | Operator Person-to-Person | \$ 3.65 |
| (5) | Line Status Verification | \$ 1.99 |
| (6) | Busy Interrupt | \$ 3.00 |

- b. Applicable long distance rates apply on all calls
- c. Charges do not apply to local calls (except for long distance charges) from customers whose physical or visual handicaps prevent them from dialing the call direct.

Issue Date: May 15th, 2008 Effective Date:

10. SERVICE CHARGES

- A. Service charges are the non-recurring charges associated with work performed by the Company in connection with the provision of services for a customer. The charges are intended as a means of recovering a portion of the costs of the operations required due to a customer's request.
- B. Service Charges are in addition to any other scheduled rates and charges. They apply in addition to and not in lieu of installation charges, non-recurring charges, or construction charges which are found in other sections of this Tariff.
- C. Service Charges for the initial establishment of residential or business service are included in the advance local service payment upon application for service.
- D. Service charges for resold services will be billed according to the applicable ILEC tariff to match the price the ILEC would charge for the same service.
- E. Service charges may be waived.
- F. A Service Order Charge is applicable for requests for:
 - i. initial connection of service.
 - ii. connection of additional exchange access lines or trunks, private lines or tie lines to an established service.
 - iii. connection or establishment of additional services.
 - iv. establishment of additional directory listing services.
 - v. transfer of facilities from one building to another building of the same customer on the same premises.
 - vi. transfer of service involving change in name and responsibility whether or not there is a lapse in service.
 - vii. change from business to residence or residence to business service. The charge for the class of service (business or residence) to which the customer's service is being converted is applicable.
 - viii. number change or change of name or address in an established directory listing when the change is not required for continuation of satisfactory service or for correction of the Company's records.
 - ix. reconnection (restoration) of service.

- G. A Line Connection Charge is applicable for work on distribution facilities required for:
 - i. connection or rearrangement of an outside circuit, drop wire and/or protector due to a customer's service request.
 - ii. rearrangement or disconnection and later reconnection of an outside circuit, drop wire and/or protector initiated by the action of the customer, e.g., building maintenance or construction, cutting of trees or limbs by the customer, etc.
- H. Premise Visit no fault found

In a case where a service call is made to a customer premise and there is found to be properly working service and no fault found of the Company, a no fault found premise visit charge will apply.

I. Charges

| i. | Service Order, each | \$8.00 |
|------|------------------------------|---------|
| ii. | Line Connection, each | \$8.00 |
| iii. | Premise Visit | \$20.00 |
| iv. | Disconnection Notice Charge | \$1.00 |
| v. | No Fault Found Premise Visit | \$45.00 |

11. LINK-UP KANSAS SERVICE CONNECTION PROGRAM

A. The Link-Up Kansas Service Connection Program is a federally sponsored lifeline assistance program designed to make telephone service accessible to low-income residential households who are currently not on the public switched network. Through this program the Service Order and Line Connection Charges for initial installation of the main access service line will be discounted at a rate of fifty percent (50%), not to exceed \$30.00. The remaining portion of those charges may, at the customer's option, be installment billed in equal increments over a three month period.

B. Eligibility Requirements

- i. 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 two 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:
 - 1. Aid to Dependent Children (ADC)
 - 2. Supplemental Security Income (SSI)
 - 3. General Assistance (GA)
 - 4. Medicaid
 - 5. Food Stamps

Item one (1) will be certified by the applicant. To certify Items 2, 3, 4, and 5, the applicant must provide the Company proof of participation in one of the above programs.

12. KANSAS LIFELINE SERVICE PROGRAM

A. General Regulations

- i. Lifeline is a telecommunications service assistance program designed to provide eligible residential customers with a reduction in the price of basic local exchange service. The purpose of this offering is to maintain and preserve universal service.
- ii. Eligible customers will receive a \$X.XX discount (the rate will be same as any Lifeline discount offered by the LEC) off the normal applicable tariffed rate for their local exchange service.
- iii. Applicants shall not be provided assistance for more than one basic residential access line in the state. An applicant for Lifeline Service may report only one address in the state as the principal place of residence.
- iv. All charges, either recurring or nonrecurring, for any service or feature other than Lifeline Service as described herein, shall be billed at the tariff rate.
- v. Lifeline Service shall not be available on a retroactive basis.

B. Eligibility Requirement

Lifeline Service will be provided to those applicants who provide proof of his or her participation in one of the following programs:

- 1. Temporary Assistance to Families
- 2. Food Stamps
- 3. General Assistance
- 4. Supplemental Security Income (SSI)
- 5. Food Distribution Program
- 6. Medicaid

Daniel P. Friesen, President 102 N Main, Buhler, KS 67522

- i. Upon verification of the applicant's criteria stated above Company will begin providing the appropriate reduction. Lifeline Service billing will not be implemented or continued unless telephone service arrangements are and remain within the Lifeline Service criteria specified above.
- ii. Lifeline Service customers who have met the eligibility criteria specified will remain eligible for a period of 12 months from the date of certification. Recertification is required annually or at any time the qualifying criteria change.
- iii. Lifeline Services customer will be converted to standard residential service rates once they no longer qualify for Lifeline Service. No service change will apply to this change in service.

13. KANSAS UNIVERSAL SERVICE FUND

A. General

The Kansas Universal Service Fund (KUSF), and the related Kansas Lifeline Service Program (KLSP) and Kansas Telecommunications Access Program (TAP), was enacted by the Kansas Legislature in 1996 as part of House Bill 2728 (HB2728). The purpose of these funds is to support universal service in the State of Kansas.

Section 9(b) of HB2728 states in part that every telecommunications carrier shall contribute to the KUSF on an equitable and nondiscriminatory basis, and carriers may collect from customers an amount equal to such carrier's contribution. The Kansas Corporation Commission set out the procedures for KUSF, KLSP, and TAP assessments in its December 27, 1996 order in Docket No. 190,492-U.

B. KUSF Assessment

The amount of the assessment collected from the Telephone Company's retail customers may vary, depending on the requirements of the KUSF. The KUSF assessment for the Telephone Company will be determined by the KUSF administrator. The Telephone Company may collect from its retail customers an amount that does not exceed the KUSF assessment as determined by the KUSF administrator.

14. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911)

- A. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunction in the service, nor does the Company undertake such responsibility.
- B. 911 information consisting of the names, addresses, and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- E. The Company assumes no liability for any infringement, or invitation of any right of privacy of any person or person caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, of use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, 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 911 Service hereunder, and which arise out of negligence other wrongful act of the Public Safety Agency, its users, agencies, or municipalities, or the employees or agents of any one of them, or which arise our of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

15. CONSTRUCTION CHARGES

The company may elect to charge a customer for reasonable construction fees to furnish exchange services beyond its current deployed plant. If customer does not wish to receive service via new construction of the Company's plant, and the company, at its option, may give the customer an option to purchase a comparable resale service resold through the ILEC's service plant if such service is available through a resale arrangement.

16. PROMOTIONS

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 offering or trials, the Company may offer special rate incentives and waive all or in part the Installation/Move Charges and/or service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company. The Company will notify the Kansas Corporation Commission of such promotions.

17. EMPLOYEE TELEPHONE SERVICE

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:

- -intercompany service
- -discounted service
- -service furnished in return for rights and privileges

18. INDIVIDUAL CUSTOMER PRICING (ICB)

The company may wish from time to time to offer individual pricing to customers to address the specific needs and circumstances of certain customers. The company will follow the then applicable specific procedures as set forth by the commission for ICB including any requirements to petition the commission or file contracts with the Commission.