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December 21, 2018

Ms. Lynn M. Retz, Secretary Kansas Corporate Commission 1500 SW Arrowhead Road Topeka, KS 66604-4027

RE: Docket Nos. 19-SFLT-189-COC and 19-SFLT-197-CCN

Dear Ms. Retz:

Enclosed for filing is a replacement tariff for the General Exchange Tariff for Sunflower Telephone Company, Inc. ("Sunflower") and Bluestem Telephone Company, Inc ("Bluestem"). In Docket 19-SFLT-189-COC, the Commission granted permission for Bluestem to cease operating as a telephone company and for Sunflower to be granted a Certificate of Convenience and Authority to operate as a telephone public utility in the areas previously served by Bluestem. In Docket 19-SFLT-197-CCN, Sunflower filed an Application for a Name Change to Consolidated Communications of Kansas Company. The tariff filed today incorporates the Bluestem General Exchange tariff into the Sunflower General Exchange tariff under the new company name, Consolidated Communications of Kansas Company.

Sunflower Telephone Company respectfully requests the Commission's expeditious grant of necessary approvals for the tariff filed herein. There are no customer-affecting changes reflected in the tariff pages submitted.

The applicable Secretary of State filings will be provided in a separate filing once the documents are available.

Please contact me at the phone number or email address below with any questions or concerns regarding this filing, or if anything additional is required.

Regards,

Kevin Kastor

Director - Government Affairs Consolidated Communications

P: 936.788.1229

Kevin J. Kastor

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This Tariff, General Exchange Tariff, Issued by Consolidated Communications of Kansas Company
Cancels and Replaces
Bluestem Telephone Company General Exchange Tariff and
Sunflower Telephone Company, Inc. General Exchange Tariff in Their Entireties

SCHEDULES OF REGULATIONS AND RATES

APPLYING TO THE INTRASTATE SERVICES

AND FACILITIES OF

CONSOLIDATED COMMUNICATIONS OF KANSAS COMPANY

EXPLANATION OF SYMBOLS

- (C) Change in regulation or condition which affects a rate or charge
- (D) Discontinued regulation, condition, rate or charge
- (I) Rate increased
- (M) Moved text, no other modifications
- (N) New regulation, condition, rate or charge
- (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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GENERAL EXCHANGE TARIFF

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Issued: December 21, 2018 Effective: January 1, 2019

Terminating Usage Rates

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SECTION 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. Consolidated Communications of Kansas Company provides service within the following Kansas exchanges:

Sharon Springs Americus Leoti Wallace Cedar Point Tribune Saffordville Marienthal Weskan

Jetmore

SECTION 2. RULES AND REGULATIONS

2.1 General

These rules and regulations apply generally to all services and facilities furnished by Consolidated Communications of Kansas Company hereinafter referred to as the "Company." There is intended to be no inconsistency between these rules and regulations and more specific rules which 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 Kansas Corporation Commission and is subject to regulation by the Kansas 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 Company 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 <u>Inspection of Company's Tariff</u>

- 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 <u>Tariff Applicability</u>

- 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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.1 General (Cont'd)

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 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 maybe entered into pursuant to this tariff provision shall be submitted to the Kansas Corporation Commission for its approval. No such contract shall be effective until approved by the Kansas 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 Kansas. Corporation 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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.1 General (Cont'd)

2.16 <u>Construction Charges</u> (Cont'd)

- 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:
 - 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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.1 <u>General</u> (Cont'd)
 - 2.16 Construction Charges (Cont'd)
 - f. Extensions of the Distributing Plant (Cont'd)
 - 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 Advanced Payments Extension, per Route Mile: Required

(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.

SECTION 2. RULES AND REGULATIONS (CONT'D)

2.1 <u>General</u> (Cont'd)

2.16 Construction Charges (Cont'd)

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 total cost of construction of the facilities beyond the existing boundary plus any stranded investment of the company releasing the area must be paid by the applicant for service.

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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.2 <u>Telephone Service</u>

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 and 4. Long distance telephone charges are billed to the Customer by the Company in accordance with the connecting company tariffs.

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).

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.2 <u>Telephone Service</u> (Cont'd)

2.22 Application of Business and Residence Rates (Cont'd)

- b. Residence rates apply only at the following locations:
 - 1. In a location used exclusively as a private residence except as provided 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 frequently.

2.23 <u>Application for Telephone Service</u>

- a. Applications for service may be made either on the Company's standard form of application or verbally. 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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.2 <u>Telephone Service</u> (Cont'd)

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 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 Kansas Corporation Commission.

2.25 <u>Termination of Service</u>

- 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.
 - In the case of directory listings where the listing has appeared 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, in writing, and upon payment of all charges due to the date of termination of the service.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.2 <u>Telephone Service</u> (Cont'd)

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

2.28 <u>Use for Unlawful Purposes</u>

- 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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.2 <u>Telephone Service</u> (Cont'd)

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 call-back telephone number of the calling party, the purpose or nature of the message, and the fact that the message is a recording.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.2 <u>Telephone Service</u> (Cont'd)
 - 2.29 Connection of Automatic Dialing and Announcing Devices (Cont'd)
 - 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 telephone Company pursuant to Section 2.29 4. (e).
 - 3. All attempted calls are terminated and a disconnect or on hook condition created when the call is not completed within thirty seconds.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.2 <u>Telephone Service</u> (Cont'd)
 - 2.29 Connection of Automatic Dialing and Announcing Devices (Cont'd)
 - c. Automatic dialing and announcing devices (ADAD), when used in conjunction, shall not be connected to, or operated over, a telephone line unless:
 - 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 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.
 - 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 which 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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.2 <u>Telephone Service</u> (Cont'd)
 - 2.29 <u>Connection of Automatic Dialing and Announcing Devices</u> (Cont'd)
 - 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 4. (e) above.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.3 <u>Standards on Billing Practices</u>

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.
- e. If a subscriber in danger of suspension/disconnection makes a partial payment for purposes of avoiding suspension of local service, the payment shall be credited first to local service charges starting with the oldest arrearage.
- f. The Company may negotiate payment arrangements with subscribers. The Company may impose 900 number call restriction and/or long distance restriction as part of the payment arrangement.
- g. Upon subscriber request, the 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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.3 <u>Standards on Billing Practices</u> (Cont'd)

2.32 <u>Handling of Checks</u>

- 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 \$10.00 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 \$10.00 service charge, the Customer 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. Nonsufficient 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. Nonsufficient 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 a non-sufficient 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 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 nonsufficient fund checks.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.3 <u>Standards on Billing Practices</u> (Cont'd)
 - 2.33 <u>Contents of a Bill</u>. Each telephone bill issued to a Customer shall contain the following information:
 - a. Billing period and due date
 - b. Itemized Services, Service Changes and Charges. Upon an initiation or change of service each service and its corresponding recurring and non-recurring charge to which the Customer of record subscribes shall be accompanied by a brief, clear, plain language description. Packaged or bundled service shall be itemized on the bill by package or bundle name. A detailed listing of each service provided in the package or bundle shall be provided to the subscriber either on the bill in the next billing cycle or by separate mailing. All service changes must be included in the subscriber's bill for the next billing cycle. Service changes may be accomplished through electronic means to the subscriber if the subscriber has authorized this form of communication. Additionally, each long distance call shall be itemized and include the date, destination city and telephone number called. Details of calls included in block of time and unlimited caning plans are excluded from this itemization requirement; however, itemized can detail associated with block of time plans must be available to the subscriber upon request at no additional charge.
 - c. Government Taxes, Fees and Surcharges. Any federal, state, local government and or regulatory taxes, fees and/or surcharges, shall be itemized on a subscriber's bill and shall be clearly identified. Current examples of such federal charges include: Subscriber Line Charge, Federal Universal Service Fund, Local Number Portability, and Federal Tax. Current examples of such state and local governmental charges include; city and county taxes, city franchise fee, Kansas Universal Service Fund and 911 taxes and fees. The Subscriber Line Charge cannot exceed the rate permitted by law. Only those taxes, fees and surcharges authorized by federal, state and/or local governments may be itemized in this section of the bill. Any other fees and surcharges must be clearly distinguished in another section of the bill.
 - d. Total Current Charges. The total amount (the sum of b and c above, along with any additional Company surcharges) due for service in the current billing period.
 - e. Unpaid Balance Due Charges. Amount from previous billing that remains unpaid at the time the new bill is prepared.
 - f. Adjustments and Credits. The amount of any adjustments or credits.
 - g. Total Due. The total amount due.
 - h. Contact Information. An address and toll-free telephone number to which a subscriber or Customer may inquire regarding services must be clearly placed on the bill. In addition, if the Company supplies billing for a third party long distance provider, the name of the local long distance service provider and the primary interexchange carrier must be placed on the bill.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.3 <u>Standards on Billing Practices</u> (Cont'd)
 - 2.33 <u>Contents of a Bill</u>. Each telephone bill issued to a Customer shall contain the following information:
 - i. Notice of Late Payment Charge. If the Company assesses late payment charges, each bill must include the amount of the late payment charge.
 - Returned Check Charge. The returned check charge shall not be greater than allowed by K.S.A. 60- 2610, and amendments thereto.
 - k. Deniable and Non-Deniable Charges. Charges that are non-deniable shall be designated clearly and separately from the charges for local telephone services. The Company will clearly and conspicuously identify that non-payment of non-deniable charges will not result in the disconnection of basic local service. The charge for a bundle or package of services that contains basic local service shall be considered a deniable charge. Special charges for services such as the sale of merchandise, inside wire maintenance plans, directory advertising, etc. can also be included on the Customer's bill; however, failure to pay these non-deniable special service charges shall not be justifiable cause to suspend/disconnect local service.

2.34 <u>Change of Occupancy</u>

- 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 property 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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.3 <u>Standards on Billing Practices</u> (Cont'd)

2.35 <u>Cancellation of Service at Customer Request</u>

- 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.
- 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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.3 <u>Standards on Billing Practices</u> (Cont'd)

2.36 <u>Security Deposits</u>

- a. The Company may require the subscriber to provide proof of identity and reasonable credit information before service is made available or at such time when there is a suspicion of fraud. Only information related to the subscriber shall be reviewed. Provision of a Social Security number shall not be mandatory for service.
- b. The Company may require a deposit:
 - 1. At the time a subscriber applies for service or with five (5) days written notice within thirty (30) days after service is initiated, to guarantee payment of bills for telecommunications service; if
 - (i) The Company establishes that the subscriber has an unsatisfactory payment or credit history, or has an insufficient prior credit history upon which a credit rating may be based; or
 - (ii) The subscriber has obtained service in an unauthorized or illegal manner or interfered with the service of a telecommunications provider within the last five (5) years; or
 - 2. When more than thirty (30) days have elapsed from the date service was initiated, upon five (5) days written notice, to guarantee payment of bills for telecommunications service; if
 - (i) The subscriber fails to pay an undisputed bill before the payment date for three (3) consecutive billing periods and the Company has offered an opportunity for the subscriber to select a preferred payment date prior to collecting a deposit; or
 - (ii) The subscriber has, in an unauthorized (illegal) manner, obtained or interfered with the service of the Company.
- c. The amount of the cash deposit or written guarantee shall not exceed the sum of two (2) months projected average bills, based on the subscriber's previous twelve (12) months history, if available. For purposes of establishing deposits and projecting monthly bills for new subscribers, the Company shall consider the subscriber's own anticipated usage, the subscriber's past usage patterns or usage patterns of other similar subscribers. The amount of the deposit may be adjusted if the character or usage of the subscriber's service changes.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.3 <u>Standards on Billing Practices</u> (Cont'd)

2.36 Security Deposits (Cont'd)

- d. The Company shall permit payment for any required residential deposit in equal installments over a period of at least two (2) months. If the initial or additional deposit is over fifty dollars (\$50), a residential subscriber shall be permitted to make payment in equal installments over a period of at least four (4) months. At the option of the subscriber, a deposit based on long distance usage may be paid in more than four (4) installments, but the long distance provider may, at the subscriber's expense, restrict access to the long distance network. The long distance restriction(s) shall not interfere with the subscriber's ability to make calls to 911 or, where 911 is not available, to Jaw enforcement, ambulance and fire protection numbers. The requirements of this rule shall not apply to providers requiring deposits from debtors as allowed under the Federal Bankruptcy Code.
- e. The Company shall maintain a record of all deposits from subscribers, showing the name of each subscriber, the address of the premises for which the deposit is maintained, the date and amount of deposit, the date(s) and amount(s) of interest paid and the date the deposit was refunded.
- f. When a cash security deposit or installment payment is accepted, the receipt provided by the Company or agent shall contain the following minimum information:
 - l. Name of subscriber;
 - 2. Place payment/deposit paid;
 - 3. Date of payment/deposit;
 - 4. Amount of payment/deposit;
 - 5. Company's name and address;
 - 6. Signature and title of the Company's employee or agent receiving the payment/deposit;
 - 7. Current annual interest rate earned on deposit as determined by the Commission in accordance with K.S.A. 12-822 and amendments thereto. Interest payments on deposits shall be credited to the subscriber's bill or refunded at least once a year; and,
 - 8. Statement of the terms and conditions governing the use, retention and return of deposits, including a statement that deposits will be released upon non-delinquent payment by a subscriber for all telecommunications service for a period of twelve (12) consecutive months, and no undisputed bill was unpaid after thirty (30) days beyond due date, shall be either credited with interest to their telephone bills or, if requested, refunded.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.3 <u>Standards on Billing Practices</u> (Cont'd)

2.36 Security Deposits (Cont'd)

- g. Upon disconnection of service and after determination of a final bill, the Company will refund or credit the deposit less any unpaid balance no later than the next billing cycle. Whether refunded or credited, the deposit shall include accrued simple interest at a rate not less than in accordance with K.S.A. 12-822 and amendments thereto.
- h. The Company may transfer deposits from one subscriber to another subscriber only upon the written request of both subscribers. Upon disconnection of the subscriber's service at a service address, the Company may transfer the deposit to the subscriber's new active account upon oral or written request by the subscriber.
- i. In lieu of a security deposit, the Company may accept a written guarantee by a qualified third party for a subscriber's service account. The amount of the written guarantee shall not be more than the deposit amount. If the subscriber's service is suspended with an arrearage owed to the Company, the forfeiture, up to the amount of the written guarantee, can be transferred to the guarantor's account and the guarantor can be disconnected for nonpayment under conditions set out in Section 2.37. The Company may require the guarantor to sign an agreement allowing it to transfer the amount of the required cash deposit to the guarantor's account. The Company shall not hold the guarantor liable for sums in excess of the written guarantee. The guarantor shall be under the same terms and conditions as a subscriber with a deposit.
- j. The Company may require an advance payment in addition to a deposit. The advance payment shall be based on non-recurring connection charges for services and may include the first month recurring and subscriber's estimated usage sensitive charges. Advance payment may be collected prior to the installation of service and is applied as a credit to the bill reflecting the base charges following installation.

SECTION 2. RULES AND REGULATIONS (CONT'D)

2.3 <u>Standards on Billing Practices</u> (Cont'd)

2.37 Discontinuance and Restoration of Service

- a. The Company may suspend/disconnect, initiate toll blocking or refuse service for any of the following reasons:
 - 1. The subscriber requests it;
 - 2. The service has been abandoned by the subscriber;
 - 3. The subscriber violates any rule of the Company, and such violation adversely affects the safety of the subscriber or other persons or the integrity of the telecommunications system;
 - 4. A dangerous condition exists on the subscriber's premises;
 - 5. The subscriber obtains or attempts to obtain any telecommunications service through any fraudulent means with the intent to avoid payment, in whole or in part., of the normal charge for such service;
 - 6. The Company can reasonably show that the subscriber misrepresented his or her identity for the purpose of obtaining telecommunications service;
 - 7. The subscriber refuses to grant Company's personnel access, during normal working hours, to telecommunications equipment installed upon the premises of the subscriber for the purpose of inspection, maintenance or replacement;
 - 8. Non-payment of subscriber's bill except as outlined in Section 2.37 b.;
 - 9. The subscriber fails to provide requested credit information prior to establishment, or within the first thirty (30) days of service; or if the subscriber fails to provide a security deposit or written guarantee, as set forth in Section 2.36; or,
 - 10. Acts of the subscriber or other Customers at the service address are such as to indicate an act or intention to deceive, mislead, misrepresent, or defraud the Company, regardless of the class of service involved.
- b. The Company may not suspend or disconnect service for any of the following reasons:
 - 1. The failure of the subscriber to pay for concurrent residential service received at a separate residence or concurrent business location service received at a separate business; however, the Company may transfer an unpaid residential balance(s) to the subscriber's remaining residential account(s) or an unpaid business balance(s) to the subscriber's remaining business account(s).
 - 2. The failure of the subscriber 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; however, the Company may transfer the unpaid balance(s) to the subscriber's remaining account(s) at the same location.
 - 3. The failure of a subscriber to pay a bill that is in dispute; provided that the subscriber has paid the undisputed portion of the bill.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.3 <u>Standards on Billing Practices</u> (Cont'd)
 - 2.37 Discontinuance and Restoration of Service (Cont'd)
 - b. The Company may not suspend or disconnect service for any of the following reasons:
 - 4. The failure of a subscriber to pay an unpaid balance that is no longer collectible under state or federal law, except that:
 - (i) If the relevant statute of limitations has run, the Company may suspend, disconnect or deny new service to any applicant due to an outstanding arrearage with the Company for prior service if the Company has pursued recovery of the debt through the court system.
 - (ii) If the relevant statute of limitations has run, the Company may, for a period of years after the expiration of the statute of limitations, suspend, disconnect or deny new service to any applicant due to an outstanding arrearage with the Company for prior service if the Company has made reasonable, verifiable, documented collection efforts during the running of the statute of limitations.
 - 5. The failure of a subscriber to pay for non-deniable charges.
 - 6. A subscriber files for bankruptcy, except as permitted under the United States Bankruptcy Code, 11 *V.S.C.A.* §366.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.3 <u>Standards on Billing Practices</u> (Cont'd)
 - 2.37 Discontinuance and Restoration of Service (Cont'd)
 - c. Restrictions to Suspending/Disconnecting Service. Except for suspension/disconnection pursuant to Sections 2.37 a. 1-7, 9, and 10, the Company shall not suspend/disconnect local service unless:
 - 1. At the time of the proposed suspension/disconnection, the Company's office or personnel identified in the notices given pursuant to Section 2.37 e. remain available to the subscriber for one hour after the suspension/disconnection and on the day following suspension/disconnection so that the subscriber may prevent suspension/disconnection or obtain reconnection, and
 - 2. The procedures required by Section 2.37 f. are followed.
 - d. Suspension/Disconnection in Special Circumstances.
 - 1. Service may not be suspended/disconnected if a residential subscriber notifies the Company and establishes that:
 - (i) Suspension/disconnection would be especially dangerous to the safety or health of the subscriber, resident member of the subscriber's family or other permanent resident of the premises where service is rendered, and
 - (ii) Such subscriber is unable to pay for such service in accordance with the requirements of the Company's billing or is able to pay for such service only in installments. The Company shall either allow payment in reasonable installments or postpone suspension/disconnection of service for at least twenty-one (21) days so that the subscriber may make arrangements for reasonable installment payments.
 - 2. In determining whether suspension/disconnection would be especially dangerous to health, consideration shall be given to the subscriber's (or other resident's) medical condition, age or disability. The Company may require the subscriber to provide medical provider's written certification of medical condition.
 - 3. The Company may restrict access to the long distance network during the period of postponement or installment payments under the conditions set out in Section 2.31 f.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.3 <u>Standards on Billing Practices</u> (Cont'd)
 - 2.37 <u>Discontinuance and Restoration of Service</u> (Cont'd)
 - e. Notice of Suspension/Disconnection of Service:
 - Time Requirement. The Company shall give the subscriber seven (7) calendar days written notice from the date the suspension/disconnection notice is deposited in the U.S. mail before suspending/disconnecting service.
 Suspension/disconnection may be immediate if it is at subscriber request or abandonment, involves a dangerous condition, adversely affects the safety of the subscribers or other persons, or involves unauthorized interference with or fraudulent use of services. See Section 2.37 a. 1-7, 9, and 10.
 - 2. Delivery of Notice. Service suspension/disconnection notices shall be mailed separately from bills, information or advertising, and shall be sent to the Customer of record. Service of notice by mail is complete after being deposited by the carrier in the U.S. mail. The Company shall maintain an accurate record of the date of mailing and the suspension/disconnection effective dates.
 - 3. Notice Information Requirements. The suspension/disconnection notice shall contain the following information:
 - (i) The name, billing address and account number(s) of the subscriber being suspended.
 - (ii) A clear and concise statement of the reason for the proposed suspension / disconnection of service and terms under which suspension/disconnection may be avoided.
 - (iii) The date and time by which payment is required to avoid suspension/disconnection.
 - (iv) A clear and concise explanation of the charges and conditions for reconnection of service.
 - (v) A statement that suspension/disconnection may be postponed or avoided if the subscriber makes payment arrangements with the Company for moneys not in dispute.
 - (vi) A clear concise statement to apprise the subscriber of the availability of an administrative procedure that may be utilized in the event of a bona fide dispute or under other circumstances, such as provided in Section 2.37 g. The address, telephone number and name of Company's office or personnel empowered to review disputed bills, rectify errors and prevent suspension/disconnection, shall be clearly set forth. The notice shall state that the subscriber may talk with an employee of the Company and may present his or her reasons for disputing a bill, requesting payment arrangements or requesting a postponement of suspension/disconnection. The notice shall also contain the telephone number of the Commission's Consumer Protection Office.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

- 2.3 <u>Standards on Billing Practices</u> (Cont'd)
 - 2.37 Discontinuance and Restoration of Service (Cont'd)
 - f. Restoration of Service
 - 1. Upon the subscriber's request, the Company shall promptly restore service when:
 - (i) the cause of suspension of service has been eliminated; or
 - (ii) satisfactory payment arrangements have been made.
 - 2. At all times, every reasonable effort shall be made to restore service on the same day the cause of the suspension has been remedied, and in any event, restoration shall be ordered no later than the next business day after the day the subscriber requests restoration of service.

g. Disputes

- 1. Notice/Time Frame. A subscriber must advise the Company, within 90 days of the billing date and prior to the date of the proposed suspension/disconnection of service that all or any part of any bill is in dispute. A subscriber may advise the Company that a bill is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the appropriate Company personnel.
- 2. Company Responsibilities. Upon receiving notice of the dispute, the Company shall:
 - (i) Immediately record the date, time and place the complaint is made.
 - (ii) Postpone suspension/disconnection until a full investigation is completed and the dispute is found to be invalid.
 - (iii) Investigate the dispute promptly and completely.
 - (iv) Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.
- 3. Non-resolved Dispute. In the event a dispute is not resolved to the satisfaction of the subscriber after full investigation, and the Company intends to proceed with suspension/disconnection the Company shall advise the subscriber of formal and informal procedures available before the Corporation Commission of the State of Kansas. The Company may then suspend/disconnect service once proper notice of suspension/disconnection has been provided to the subscriber.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.3 <u>Standards on Billing Practices</u> (Cont'd)

2.38 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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.3 <u>Standards on Billing Practices</u> (Cont'd)

2.39 Refunds for Service Outages

- a. The Company shall make an adjustment or refund, as required below, if a subscriber's service is interrupted unless such interruption is by negligence or willful act of the subscriber. The adjustment or refund shall be a pro rata portion of the monthly local service charges and any miscellaneous equipment charges for the period of time during which the service is interrupted. An adjustment or refund is not required for the portion of time when the Company stands ready to repair and restore service but the subscriber does not provide access necessary to accomplish the repair or restoration. The adjustment or refund may be accomplished by a credit on the next subsequent bill for service. An adjustment or refund shall be made:
 - 1. Automatically, if the service interruption lasts for more than 48 hours after being reported to the Company and the adjustment or refund exceeds \$1.00 in amount; and
 - 2. Upon subscriber request (written or oral), if the service interruption lasts 24 to 48 hours after being reported to the Company and the adjustment or refund exceeds \$1.00 in amount.
- b. 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.
- c. 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 Kansas Corporation Commission of Kansas concerning the disputed portion in an effort to resolve the conflict within five days of a completed Company investigation.
- d. 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 Kansas Corporation Commission of Kansas for information as to possible further remedies.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.4 Responsibilities and Obligations of Company

2.41 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 Kansas 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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.5 Ownership, Maintenance, and Use of Facilities

2.51 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 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 which 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 which 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.

2.52 <u>Telephone Directories</u>

- 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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.5 Ownership, Maintenance, and Use of Facilities (Cont'd)

2.52 Telephone Directories (Cont'd)

- 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.

2.53 <u>Telephone Numbers</u>

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.

2.54 <u>Use of Connecting Company Lines</u>

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.

2.55 <u>Defacement of Premises</u>

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.

SECTION 2. RULES AND REGULATIONS (CONT'D)

2.5 Ownership, Maintenance, and Use of Facilities (Cont'd)

2.56 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 which causes or may cause a hazardous, unsafe or dangerous condition, or threatens the health of others, even though such facilities or equipment were inspected by Company personnel.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.6 <u>Responsibilities and Obligations of Customers</u>

2.61 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 2.62, following, shall in no way be a liability of the Company.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.6 <u>Responsibilities and Obligations of Customers</u> (Cont'd)

2.62 <u>Connection of Terminal Equipment and Communication Systems</u>

- 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; assure proper
 - 2. Such other information that may be required to compatibility of the connected equipment and 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 in Section 3.4 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.

SECTION 2. <u>RULES AND REGULATIONS</u> (CONT'D)

2.6 <u>Responsibilities and Obligations of Customers</u> (Cont'd)

2.62 Connection of Terminal Equipment and Communication Systems (Cont'd)

- 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 3.44) will be assessed to the Customer for time and equipment utilized by the Company to make any required tests.

2.7 Waiver of Requirements

The requirements contained in these standards, rules and regulations may be waived in individual cases by the Kansas 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.

SECTION 3. LOCAL SERVICES

3.1 <u>Local Exchange Telephone Service - Basic Service Rates</u>

These monthly rates apply to all Customers of the Company. This rate covers the provision of network access to a local Customer location, including tone dialing capability, and entitles the Customer to local calls (without toll charge) to all local stations connected to a central office of the exchange, or to all local extended local service area where comprised of more than one exchange.

The following rates apply to all Customers for basic local exchange service within the exchanges of:

	Monthly Rate		
	Leoti, Tribune, Marienthal,		
	Jetmore, Sharon Springs,		
	Wallace, Weskan	Cedar Point & Saffordville	<u>Americus</u>
Business Access Line	\$16.93*	\$21.04*	\$22.67*
Residence Access Line	\$13.27	\$16.74	\$16.74

^{*}See Section 3, Sheet 17 for available term and volume discounts

3.11 Kansas Universal Service Fund

Beginning March 1, 1997, the Company will assess 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.

SECTION 3. LOCAL SERVICES (CONT'D)

3.1 <u>Local Exchange Telephone Service - Basic Service Rates</u> (Cont'd)

3.12 Lifeline Service Program

A. General

The Lifeline Service Program (Lifeline) is a program designated to maintain universal service by providing a reduction in the price of certain service, as determined by the FCC, to qualifying Customers.

- 1. Federal the amount of federal credit provided to eligible subscribers will be the maximum amount authorized by the FCC and will be applied to qualifying service as determine by the FCC.
- 2. Kansas the amount of Kansas credit provided to eligible subscribers will be the maximum amount authorized by the KCC and will be applied to qualifying service as determine by the KCC.
- 3. In no event shall any service rate be reduced below zero as a result of applying any Lifeline credit.
- B. Initial Eligibility, Continued Re-Certification, De-Enrollment
 - 1. Initial and continuing eligibility for receipt of the federal and state Lifeline credit shall be the programs and income levels established by the FCC and will be provided on a "one credit per residential premise or dwelling place" basis.
 - 2. Continued re-certification of eligibility for the receipt of the federal and state Lifeline credit shall be as established by the FCC in 47 C.F.R §54.410(f) and amendments thereto.
 - 3. De-enrollment in the Lifeline program shall be as established by the FCC in 47 C.F.R §54.405(e)

SECTION 3. <u>LOCAL SERVICES</u> (CONT'D)

3.2 Extended Area Service

The monthly rates shown in this tariff also entitle the Customer to Extended Area Service, if applicable, as follows:

Exchange Additional Exchange(s)

Americus

Cedar Point

LeotiMarienthalMarienthalLeotiSharon SpringsWeskanWeskanSharon Springs

Saffordville

Sharon Springs Wallace
Wallace Sharon Springs
Weskan Wallace
Wallace Weskan

SECTION 3. <u>LOCAL SERVICES</u> (CONT'D)

3.3 Private Line Service

3.31 General

a. The Company will furnish and maintain Private Lines within the Exchange Area where adequate facilities exist. These services may include off-premises extensions, alarm circuits, and other intra-exchange circuits.

3.32 Rates and Charges

Monthly Rate

a. Each one-quarter mile of circuit or fraction thereof route measurement

\$1.00

b. An installation charge equal to the cost of labor required to install such circuits applies to each circuit in lieu of a Service Charge. The minimum installation charge will be \$10.00 and minimum monthly charge will be \$3.50.

SECTION 3. <u>LOCAL SERVICES</u> (CONT'D)

3.4 <u>Service Connection Charges</u>

3.41 General

a. Service charges to connect, or add telephone service is made separately 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 locations of extensions.

3. Premise Visit Charge

Whenever a Customer request requires a premises visit. One charge is applied for all work requested at one time and 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.

SECTION 3. <u>LOCAL SERVICES</u> (CONT'D)

3.4 <u>Service Connection Charges</u> (Cont'd)

3.42 Regulations

- Conditions under which no service charges apply:
 - 1. Complete termination of service.
 - 2. The "From" portion of work involved in a transfer of service and equipment from one to another premises.
 - 3. Company Initiated upgrade in classes of service.
 - 4. Cancellation of service orders.
- 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.

SECTION 3. <u>LOCAL SERVICES</u> (CONT'D)

3.4 <u>Service Connection Charges</u> (Cont'd)

3.43 Rates and Charges

a.

cs and	Charges	M D :	CI.
		Non-Recurring Charge	
		Leoti, Tribune,	
Resi	idence and Business	Marienthal, Jetmore, Sharon Springs, Wallace, Weskan <u>Exchanges</u>	Cedar Point, Saffordville, <u>Americus Exchanges</u>
1.	Service Order Charge		
	Per Customer request for work ordered and requested to be completed at the same time on the same premises	\$9.55	\$10.05
2.	Central Office Line Connection Charge		
	Per line or central office but not limited to the following:		
	(a) Central Office lines, each	\$11.25	\$5.50
	(b) Off-premises extension station lines involving central office work, each Premises Visit Charge	\$11.25	\$5.50
3.	Premises Visit Charge	\$5.00	\$5.00
4.	Access Line	\$15.55	\$20.80

3.44 <u>Maintenance of Service Charge</u>

The Customer shall be responsible for the payment of all charges or 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- \$25.00

3.45 <u>Late Payment Charge</u> 1.5%

SECTION 3. <u>LOCAL SERVICES</u> (CONT'D)

3.5 <u>Directory Listing Service</u>

3.51 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 subscriber's 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.
 - 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.

SECTION 3. LOCAL SERVICES (CONT'D)

3.5 <u>Directory Listing Service</u> (Cont'd)

3.52 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

SECTION 3. LOCAL SERVICES (CONT'D)

3.5 <u>Directory Listing Service</u> (Cont'd)

3.53 Special Types of Extra Listings

- a. Duplicate and Cross Reference listings
 - 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.
- 3. The Regular Extra Listing rate applies for each Alternate Call Number Listing.
- 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.

SECTION 3. LOCAL SERVICES (CONT'D)

- 3.5 <u>Directory Listing Service</u> (Cont'd)
 - 3.53 Special Types of Extra Listings (Cont'd)
 - 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
 - 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.
 Subscribers who desire that their office hours appear in connection with their
 listing may obtain same by paying the rates for Regular Extra Listings. A phrase
 directing the method of calling when a PBX operator is not on duty may be listed
 in this directory at Regular Extra Listing rates whenever night connections are
 provided.

SECTION 3. LOCAL SERVICES (CONT'D)

3.5 <u>Directory Listing Service</u> (Cont'd)

3.54 Non-Published Exchange Service

- a. Customers who desire their telephone numbers to be omitted from the Company's directory may subscribe to non-published exchange service.
- b. Incoming calls to a Customer subscribing to non-published exchange 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 exchange service shall be to omit from the Company's directory the telephone number of a Customer subscribing to such service. ^{3 4}

3.55 Non-listed Service

- a. At the request of the Customer, anyone 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.
- c. 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 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.

⁴ The non-published exchange 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 exchange service information.

SECTION 3. <u>LOCAL SERVICES</u> (CONT'D)

3.5 <u>Directory Listing Service</u> (Cont'd)

3.56 <u>Rates</u>

				Non-Recurring
		Monthly Rate		<u>Charge</u>
		Leoti, Tribune,		
		Marienthal,		
		Jetmore, Sharon	Cedar Point,	
		Springs, Wallace,	Saffordville,	
		Weskan	Americus	
		Exchanges	Exchanges	
a.	Non-Listed Number	\$1.00	2.00	Service Order
				Charge
b.	Non-Published Number	\$1.00	2.40	Service Order
				Charge
c.	Extra Listing	\$0.75	\$1.50	Service Order
				Charge may apply
d.	Foreign Exchange listing, per line	\$1.50	\$1.50	
				Service Order
				Charge

e. Non-Recurring charge for non-listed and non-published number is applicable when service is requested after original Installation. When service is requested with original installation the appropriate monthly charge will apply.

SECTION 3. <u>LOCAL SERVICES</u> (CONT'D)

3.6 <u>Digital Transport Service</u>

3.61 General

Digital Transport Service (DTS) provides a high capacity DS-1 interface for which the Customer performs the channelization function. DTS Includes a DS-1 facility, common equipment and local switching. The service is provided from the Customer's premise to the Company's serving wire center. The Customer supplies the Customer premise equipment (CPE) necessary to derive up to 24 voice-grade channels or subscriber lines.

3.62 <u>Terms and Conditions</u>

- a. DTS is provided subject to the availability of Company facilities.
- b. Each DTS facility enables the Customer to configure up to a maximum of 24 channels. The CPE necessary to channelize the service is the sole responsibility of the Customer.
- c. The Customer Is responsible for utilizing CPE that Is compatible with Company equipment.
- d. DTS will be assessed five (5) Multi-line Business End User Common Line charges per NECA's FCC Tariff #5, regardless of the number of activated channels.
- e. The Customer is required to provide muxing/demuxing at the Customer premise, if necessary.
- f. The Customer is responsible for channel assignments on the DS1 facility.

Digital Transport Service

g. The Customer is responsible for placement, installation, operation, maintenance, repair and replacement of all inside wire not owned by the Company and the CPE that the Customer uses in connection with this service. Customer premise wiring must be compatible with the Company's provision of service.

3.63 <u>Rates</u>

Monthly	Installation
Rate	<u>Charge</u>
ICB	ICB

SECTION 3. <u>LOCAL SERVICES</u> (CONT'D)

3.7 <u>Seasonal and Number Reservation Service</u>

3.71 Seasonal Service

- a. General Seasonal Service is available to Customers that leave the Company's serving area for an extended period of time but wish to retain their existing telephone service while away.
- b. Seasonal Service will be furnished under the following conditions:
 - 1. Service is available to all grades of residential and business service.
 - 2. Customer must first subscribe to regular service for the minimum regular service period listed below. During any twelve consecutive months, a Customer cannot receive a seasonal discount for more than the maximum seasonal service period.
 - 3. During the period when the Customer is billed at the reduced rate, no installations, moves, changes or maintenance will be provided by the Company.
 - 4. The Company may request that payment for service be made in advance.
 - 5. Only the basic monthly access line rate and FCC End User Common Line Charge are reduced by the seasonal discount rate.
 - 6. The Company's practices covering the discontinuance of service for non-payment of any amounts due the Company for telephone service will apply.
 - 7. Minimum and maximum service periods: Maximum service period is six months, minimum regular service period is six months, and maximum seasonal service period is six months.

c. Rates and Charges

- 1. The rate for this service is 50% of the normal tariffed access line rate for the line plus applicable taxes and surcharges.
- 2. A nonrecurring Service Order charge and Central Office Line Connection charge applies to establish Seasonal Service, but no nonrecurring charge applies for returning to full service.

SECTION 3. LOCAL SERVICES (CONT'D)

3.7 <u>Seasonal and Number Reservation Service</u> (Cont'd)

3.72 Number Reservation Service

- a. General Number Reservation Service is intended for a Customer who desires to reserve a number for future use, or to reserve a number during periods of extended absence.
- b. Number Reservation Service will be furnished under the following conditions:
 - 1. Use of a directory number assigned to an existing telephone line can be retained by a Customer for a period of time during which Central Office services association with the line are terminated.
 - 2. A Customer must have subscribed to regular monthly service on the line for a minimum period of six months before subscribing to this service.
 - 3. A Customer may place their telephone number on reservation for up to a maximum period of 12 months during any twelve consecutive months.
 - 4. The reduced rate for this service may become effective only on a regular billing date and will apply to full monthly billing periods only and not to any portion thereof (except in the case of a final bill).
 - 5. During the period when the Customer is billed at the reduced rate, no installations, moves, changes or maintenance will be provided by the Company.
- c. Rates and Charges
 - 1. The rate for this service is 25% of the normal tariffed access line rate for the line plus applicable taxes and surcharges.
 - 2. A nonrecurring Service Order charge and Central Office Line Connection charge applies to establish Number Reservation Service, but no nonrecurring charge applies for returning to full service.

SECTION 3. <u>LOCAL SERVICES</u> (CONT'D)

3.8 <u>Business Access Line - Term and Volume Discounts</u>

- a. Business Service Customers that commit to certain volume (access lines) amounts and length of service (term) periods will be provided a discount on the normal monthly local exchange access line rates, as contained Section 3, Sheet 1 of this Tariff, according to the table below.
- b. The discounts offered pursuant to this Section will be applicable to all Business Access Line Customers in all rate groups.
- c. The feature pack listed in Part (e) below can only be used in conjunction with Business Access Lines purchased pursuant to this Section.
- d. Rates The following discounts are stated in terms of the percentage reduction in the normal monthly local exchange access line rates.

Volume	1 yr. <u>Term</u>	2 yr. <u>Term</u>	3 yr. <u>Term</u>	5 yr. <u>Term</u>
1-3 lines	5%	10%	15%	20%
4-10 Lines	7%	12%	17%	22%
11-25 Lines	9%	14%	19%	24%
26-49 lines	11%	16%	21%	26%
50-74 Lines	13%	18%	23%	28%
75-99 Lines	15%	20%	25%	30%
100-199 Lines	17%	22%	27%	32%
200-299 Lines	19%	24%	29%	34%

- e. The following Feature Packs can be added to any and all access lines in the volume/term discount plan:
 - 1) Feature Pack A \$12.50 per month per line:
 - Includes Call Forwarding All Calls, Caller ID with Name Description, Call Conferencing 3 Way, and Voice Mail-Basic*.
- f. All rules, regulations, fees and surcharges normally applicable to the discounted Business Services apply. Local and state additional charges, taxes, surcharges and other charges are not discounted under this section.
- g. Termination Charges may be applicable to Customers terminating eligible Business Services provided under this section prior to the expiration of the service term. Such charges will be in an amount not to exceed the monthly recurring charge for the services for the months remaining on the original or renewal term.

^{*} Denotes non-regulated service

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES

4.1 <u>Long Distance Toll Telephone Service</u>

a. Rate Applicability

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

b. Message Telecommunications Service

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

- c. Wide Area Telecommunications Service
 - 1. The Company concurs in the rates and charges governing Intrastate Wide Area Telecommunications service, as applied by the Southwestern Bell Telephone Company in the State of Kansas.
 - 2. The Company extends this concurrence to any and all changes which may be made subsequent to this date by the Southwestern Bell Telephone Company.
 - 3. The Company hereby expressly reserves the right to cancel and void this statement of concurrence at any and such time as it appears to be in the best interest of the Company.
 - 4. This concurrence supersedes and cancels all previous schedules of rates and charges or concurrences issued by the Company or its predecessors.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

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 period, NDA will be available from hotel/motel and pay telephones.

4.22 NDA Rates

Per NDA request \$1.00

4.23 Directory Assistance Call Completion

4.23.1 General

- a. Directory Assistance Call Completion (DACC) provides the Customer the option of having long distance calls automatically completed after they receive a directory listing from National Directory Assistance (NDA). This service is available where facilities permit.
- b. The DACC portion of the call will be billed in the same manner as the NDA portion, at rates specified below.
- c. The Customer may accept DACC by responding to a prompt from the DACC announcement that follows receive of the requested directory listing from NDA.

4.23.2 Allowances and Exemptions

There are no allowances for DACC. Rates for the NDA portion of the call are as specified elsewhere in this tariff.

4.23.3 DACC Rates

Per minute \$0.25

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.3 <u>Charges for Access Services</u>

4.31 Intrastate Access

The Company concurs with the rates, rules and regulations governing such communications services in the Kansas Intrastate Access Service Tariff, Appendix A as filed by Blue Valley Tele-Communications as approved by the Kansas Corporation Commission. In addition, the company concurs with Blue Valley Tele-Communications General Exchange Tariff, Section 4 (Billing & Collections as approved by the Kansas Corporation Commission. Together with any amendments or successive issues thereof and makes itself a party to such access tariffs until this concurrence is revoked or cancelled. For any services not contained in the Kansas Intrastate Access Service Tariff, Appendix A as filed by Blue Valley Tele-Communications concurs with the rates, rules and regulations contained in the NECA Tariff FCC No. 5 as it now exists, and as it may be revised, added to or supplemented.

The Company 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 Kansas Corporation Commission as it applies.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.4 Vertical Services

4.41 <u>Touch Tone Telephone Service</u>

Touch Tone Telephone Service is a distinctive type of telephone service using audible voice frequency tones to actuate the central office switching equipment. Conventional rotary type dial equipment is also compatible with Touch Tone Telephone Service. Touch tone is provided as part of basic telephone service at no extra charge.

4.42 Custom Calling Service

- a. Custom Calling Service is a group of optional services available at the rates and charges shown below in central offices which are equipped and where the service is available.
- b. Description of the features available in the custom calling service offering:

1. Call Waiting

Provides a burst of tone to inform a subscriber who has a call in progress that another call has terminated to that line and is waiting to be answered. The subscriber may place the first party on "hold" while the second incoming call is answered.

2. Cancel Call Waiting

Provides the Customer with the ability to cancel the call waiting feature by dialing a code prior to placing a call. The feature only works on a per-call basis.

3. Call Conferencing 3 Way

Allows a subscriber to have simultaneous conversations with parties at different locations.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.4 <u>Vertical Services</u> (Cont'd)

4.42 Custom Calling Service (Cont'd)

Description of the features available in the custom calling service offering: (Cont'd)

4. Call Forwarding

(a) Call Forwarding - All Calls

When activated, causes all calls attempting to terminate to a subscriber's line to be redirected to another line, whether the subscriber's line is idle or busy. Calls forwarded while the line is Idle cause a short ring on the forwarding line as a reminder that the service is active. The subscriber administers the forwarding number and activates the feature using access codes.

(b) Call Forwarding - Busy

When assigned to a line, all calls which terminate to that line when it is busy are redirected to another designated line (which may be within or outside of the same switching system).

(c) Call Forwarding - No Answer

Calls are routed to another station in the same switching system if the call is not answered within a subscriber-prescribed number of rings. If the station the call is routed to is busy, the original station continues to ring until answered or until the caller terminates the call.

(d) Call Forwarding - Remote Access

Allows a subscriber with the Call Forwarding feature to activate the service from a location other than the Customer's own telephone service line.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.4 <u>Vertical Services</u> (Cont'd)

4.42 Custom Calling Service (Cont'd)

Description of the features available in the custom calling service offering: (Cont'd)

5. Speed Dialing

Allows a subscriber 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 is stored in either an 8-code or a 30-code list, depending upon the type of Speed Dialing assigned (both types may be assigned concurrently to the same subscriber).

(a) Speed Calling 8 Numbers

Allows a subscriber to generate a Speed Dialing list of up to 8 directory numbers. Each number in the list Is associated with a unique 1-digit code (2 through 9) that the subscriber may use to call the number.

(b) Speed Calling 30 Numbers

Allows a subscriber to generate a Speed Dialing list of up to 30 directory numbers. Each number in the list is associated with a unique 2-digit code (20 through 49) that the subscriber may use to call the number.

6. Toll Restriction Customer Requested

Allows the Customer to restrict long distance calling capabilities.

7. Do Not Disturb

Allows a subscriber to prevent incoming calls from ringing their line by diverting them to a tone. The feature may be implemented in one of three ways:

- (a) Without a Personal Identification Number (PIN) override option
- (b) With a PIN override that is fixed (such as a PIN override programmed by the Company)
- (c) With a PIN override that is variable (set and changed by the subscriber)

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.4 <u>Vertical Services</u> (Cont'd)

4.42 Custom Calling Service (Cont'd)

b. Description of the features available in the custom calling service offering: (Cont'd)

8. Call Hold

Allows the subscriber to put any call in progress on hold in order to initiate a second call, answer a waiting call, consult privately with another party, or return to a previously-held call. If a second call is established, the subscriber who initiates the call may alternate between calls. The two calls may not be joined and only one call may be held at a time.

9. Call Transfer

Allows a subscriber to transfer calls to another station by flashing the switchhook, dialing the transfer-to number, and going on-hook. A station must be assigned three-way calling in order to implement call transfer.

10. Direct Connect Service (Warm Line)

Allows a subscriber to automatically place a call to a preselected directory number by simply lifting the receiver off the switchhook. No dialing is required for the calling party to reach the specified destination.

11. Teen Service

Allows 2 directory numbers to be assigned to the same line. This allows a subscriber to receive calls on separate numbers without installing additional lines. A distinctive ringing pattern is provided for each directory number so that the subscriber can Identify the number that has been dialed.

12. Anonymous Caller Rejection

Allows the Customer to automatically reject calls for which caller identification information has been suppressed by the calling party. A pre-recorded announcement will advise the calling party of the rejected call.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.4 <u>Vertical Services</u> (Cont'd)

4.42 <u>Custom Calling Service</u> (Cont'd)

C	Rates

Rates		Monthly <u>Rate</u>
1.	Call Waiting	\$1.00
2.	Cancel Call Waiting	\$1.00
3	Call Conferencing 3 Way	\$1.00
4.	Call Forwarding	
	 (a) Call Forwarding - All Calls (b) Call Forwarding - Busy (c) Call Forwarding - No Answer (d) Call Forwarding - Remote Access 	\$1.00 \$1.00 \$1.00 \$1.00
5.	Speed Dialing	
	(a) Speed Calling 8 Numbers(b) Speed Calling 30 Numbers	\$1.00 \$2.00
6.	Toll Restriction Customer Requested	\$5.00
7.	Do Not Disturb	\$1.00
8.	Call Hold	\$1.00
9.	Call Transfer	\$1.00
10.	Direct Connect Service (Warm Line)	\$1.00
11.	Teen Service	
	(a) 2 Directory Numbers	\$3.00
12.	Anonymous Caller Rejection	\$1.00

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.4 <u>Vertical Services</u> (Cont'd)

4.42 Custom Calling Service (Cont'd)

- d. Explanation of Rates and Charges
 - 1. The non-recurring installation or change charges will be limited to one \$2.50 charge on initial installation, or on subsequent additions of features or feature packages. There shall be no charge for deleting features.
 - 2. Where a call is forwarded into the toll network, the applicable long distance toll rate shall apply for the forwarded call.
- e. The Company may during certain promotional periods, waive all or part of the installation charge and/or offer other special incentives, i.e. additional features free for 30 days for Customers ordering the features during the promotional period.

4.43 <u>CLASS Advanced Calling Services</u>

a. Descriptive Summary

CLASS Options are optional telephone service arrangements which provide one or more of the following customized call management features:

Call Return

This feature enables the Customer to automatically redial the telephone number of the most recent incoming call. If the telephone number is busy, the Company's equipment will monitor the line for a maximum of thirty (30) minutes beginning with the Customer's activation of Call Return 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 - All Calls activated.

2. Repeat Dialing

Repeat Dialing 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.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.4 <u>Vertical Services</u> (Cont'd)

4.43 CLASS Advanced Calling Services (Cont'd)

a. Descriptive Summary (Cont'd)

CLASS Options are optional telephone service arrangements which provide one or more of the following customized call management features:

3. Caller ID with Name Description

Caller ID with Name Description allows the transmission of the calling party name and number to the Customer's access line. When a Caller ID with Name Description equipped line is on hook, the calling party name and number is transmitted across the line during the silent interval between the first and second ring. Caller ID with Name Description Customers must provide and connect their own compatible premises equipment which is designed to display the calling party name and number.

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

If a calling party activates blocking, the calling party name and number will not be transmitted across the line. Instead, Caller ID with Name Description Customers will receive an anonymous indicator. This indicator notifies the Caller ID with Name Description Customer that the calling party chose to block Caller ID with Name Description.

4. Call Block - Caller ID

The Call Block - Caller ID feature provides Customers with the ability to control whether or not their directory name and number is displayed to the called party.

Call Block - Caller ID 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. Caller ID with Name Description will not be transmitted from a line equipped with this capability.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.4 <u>Vertical Services</u> (Cont'd)

4.43 CLASS Advanced Calling Services (Cont'd)

a. Descriptive Summary (Cont'd)

CLASS Options are optional telephone service arrangements which provide one or more of the following customized call management features:

5. Caller ID On Call Waiting (Call Waiting Caller ID)

Allows the Customer to receive the calling party number of an incoming call when alerted by the Call Waiting tone. Customers must provide and connect compatible premises equipment to process and display the Call Waiting Caller ID data.

6. Customer Originated Call Trace

Customer Originated Call Trace permits the Customer to initiate an attempted trace of the last completed incoming call by dialing an activation code immediately after the call is terminated. If a trace is successful, the Company's equipment will record the incoming call detail (not the conversation). For further action to be taken, the Customer is required to contact the Company during normal business hours. A successful trace cannot be made if the incoming call originates in a central office not equipped for Customer Originated Call Trace service. The Company will not provide the results of the trace (i.e., the telephone number traced) to the Customer. Such call detail may be provided only to law enforcement authorities upon proper request.

Charge per Successful Trace

\$10.00

7. 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. 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 SS7 signaling exists between the originating, terminating, and interconnecting offices.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.4 <u>Vertical Services</u> (Cont'd)

4.43 CLASS Advanced Calling Services (Cont'd)

a. Descriptive Summary (Cont'd)

CLASS Options are optional telephone service arrangements which provide one or more of the following customized call management features:

8. Selective Call Rejection

Selective Call Rejection 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 SS7 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. Customers may purchase more than one Selective Call Rejection in order to create additional telephone number lists.

9. Priority Ringing

Priority Ringing 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. Customers may purchase more than one Priority Ringing option in order to create additional telephone number lists.

10. Selective Call Forwarding

Selective Call Forwarding is used to forward only selected calls. This feature is particularly advantageous to a subscriber 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 that the subscriber programs into the Selective Call Forwarding list of six (6) will be forwarded. Customers may purchase more than one Selective Call Forwarding option In order to create additional telephone number lists.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

- 4.4 <u>Vertical Services</u> (Cont'd)
 - 4.43 <u>CLASS Advanced Calling Services</u> (Cont'd)
 - a. Descriptive Summary (Cont'd)
 - 11. Telemarketer Call Screening

Telemarketer Call Screening (TCS) service intercepts calls that are delivered as "unknown" or "out of area" to the Customer's line. The service plays an announcement stating that the party they have dialed does not accept calls from telemarketers, and, that the party wishes for their name to be added to the telemarketer's "Do Not Call" list.

The announcement allows callers who are not telemarketers, but whose calling number information is not provided, to "dial 1 or stay on the line" to complete the call.

- b. Terms and Conditions
 - 1. The rates and charges following are for CLASS features only and are 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.
 - 2. Local or long distance calls established by using Call Return and Repeat Dialing will be charged for at the tariff rates.
- c. Promotional periods may be instituted by the Company with regard to these services. Promotion periods may include temporary waiver of applicable Service Connection Charges, or a free additional feature with the purchase of another. Promotional periods will be limited to sixty (60) days in duration, and will be limited to three (3) periods per year. The Company will notify the Kansas Corporation Commission 30 days prior to the promotional period.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.4 <u>Vertical Services</u> (Cont'd)

4.43 <u>CLASS Advanced Calling Services</u> (Cont'd)

1		-		
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		Monthly Rates
1.	Call Return	\$3.00
2.	Repeat Dialing	2.75
3.	Priority Ringing	2.75
4.	Selective Call Forwarding	2.75
5.	Selective Call Rejection	2.75
6.	Selective Call Acceptance	2.75
7.	Caller ID with Name Description	7.50
8.	Call Block - Caller ID	2.50
9.	Caller ID on Call Waiting	8.50
10.	Customer Originated Call Trace	1.00
11.	Telemarketer Call Screening	3.25

e. Usage-Sensitive Advanced Calling Services ¹

	Per Activation
Repeat Dialing	\$0.50
Call Return	\$0.50
Selective Call Forwarding	\$0.50
Selective Call Rejection	\$0.50
Selective Call Acceptance	\$0.50
Priority Ringing	\$0.50

¹A usage cap will apply to all Customers for this service. No Customer will be billed more than \$4.00 for usage of each individual service in any given month.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

- 4.4 <u>Vertical Services</u> (Cont'd)
 - 4.43 CLASS Advanced Calling Services (Cont'd)
 - f. Service Connection Charges
 - 1. Explanation of Rates and Charges
 - (a) The non-recurring installation or change charges will be limited to one \$2.50 charge on initial installation, or on subsequent additions of features or feature packages. There shall be no charge for deleting features.
 - (b) Where a call is forwarded into the toll network, the applicable long distance toll rate shall apply for the forwarded call.
 - 2. The Company may during certain promotional periods, waive all or part of the installation charge and/or offer other special Incentives, i.e. additional features free for 30 days for Customers ordering the features during the promotional period.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.5 <u>900 Service Access Restriction</u>

- 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 by restriction of 900 service access.
- c. Rates and Charges

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

	Monthly Rate	Service Connection Charge
Per Residence Line Equipped	No Charge	No Charge
Per Business Line Equipped	No Charge	Applicable SCC ¹

¹ For applicable service connection charges, see Section 3.4 of this tariff.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.6 <u>Emergency 911 Telecommunications Service Concurrence</u>

The Company concurs in the circuit rates of Southwestern Bell Telephone Company's Universal Emergency Number Service (911) tariffs in Docket No. 92-SWBT- 143-TAR.

4.61 <u>Interoffice Facility rates (per facility)</u>

A.	B911 Interoffice Facility	<u>USOC</u>	Monthly <u>Rate</u>	Nonrecurring <u>Charge</u>
	Point of interconnection with another telephone company to PSAP trunk	9BV2X	\$19.00	\$138.00
B.	D911 Service			
	Point of interconnection with another telephone company to PSAP trunk	9DV2X	\$19.00	\$192.00
C.	Enhanced 911 (E911) Service			
	Point of interconnection with another telephone company on Routed System, end office to control office	E5Y	\$25.00	\$229.00
	Point of interconnection with another telephone company on Direct Trunked System.	E5Z	\$23.00	\$192.00

The Company will provide 911 service under contract on all other features.

SECTION 4. TOLL, ACCESS, AND VERTICAL SERVICES (CONT'D)

4.7 <u>Third Party Billing Block/Collect Call Block</u>

- 4.71 Third Party Billing Block / Collect Call Block enables a Customer, by means of Telephone Company operator identification, to restrict outgoing toll calls from station users to only those calls which are charged to the called telephone, a third number or a calling card account.
- 4.72 Collect Call Block is a service which, through operator screening, prevents incoming collect and third number billed calls from being billed to the Customer. The Customer's telephone number is included in data bases made available to companies that provide validation services. Inclusion in the data bases indicates incoming collect and third number billed calls will not be allowed for billing to the Customer's line.
- 4.73 All local calls and calls to Telephone Company numbers such as repair service, Directory Assistance, and public emergency service numbers, such as 911, will be permitted.

SECTION 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 Consolidated Communications of Kansas Company hereinafter referred to as the Company, to all carriers hereinafter referred to as carrier, for Type 1 connecting circuit arrangements as found, *to*; descriptive purposes only, in the Bell Communications Research, Inc. Technical Reference TR-NPI-000145, Compatibility Information for the Interface between a Cellular Mobile Carrier and a Wireless Exchange Carrier dated April 1986 and Technical Reference TREOP- 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 telephone company tariffs.

5.2 <u>Definitions</u>

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

Access Service Tariff: The KECA Intrastate Access Service Tariff 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 telephone 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 3digit 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.

SECTION 5. RADIO COMMON CARRIER INTERCONNECTION SERVICE (CONT'D)

5.2 <u>Definitions</u> (Cont'd)

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

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.

SECTION 5. RADIO COMMON CARRIER INTERCONNECTION SERVICE (CONT'D)

5.3 <u>General Regulations</u>

5.31 <u>Liability of the Company</u>

- 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.

SECTION 5. RADIO COMMON CARRIER INTERCONNECTION SERVICE (CONT'D)

5.3 <u>General Regulations</u> (Cont'd)

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

If the entire amount billed, exclusive of any amount disputed by the RCC, is not received by the Company within thirty (30) days of the bill date or if any payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge equal to the lesser of (1) or (2) following shall apply to the unpaid balance:

- 1. The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or
- 2. 0.000657 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

c. Directory Listings

- 1. Directory Listings are not included in the rates for services in this tariff.
- Regular extra listings and special types of extra listings will be furnished subject to
 the regulations, rates and charges of the Company's Local Exchange 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.

SECTION 5. RADIO COMMON CARRIER INTERCONNECTION SERVICE (CONT'D)

5.3 <u>General Regulations</u> (Cont'd)

5.33 Payments, Deposits and Termination of Service (Cont'd)

d. Directory Assistance

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

5.37 <u>Telephone Numbers</u>

- a. Shared NXX codes are available as specified in paragraph 5.72 following.
- b. Telephone Numbers are furnished subject to the availability of facilities and numbers in a manner consistent with code conservation in the administration of the North American Numbering Plan.
- c. Telephone numbers are normally provided on a consecutive number basis in groups of 100 or 1000 having the same steering digit. Numbers may be provided on a nonconsecutive basis when acceptable to the RCC and if the Company and, if within the normal limitations of the serving office. The RCC shall acquire and retain the same rights to telephone numbers as an independent telephone company.
- d. The carrier's switching equipment must be arranged to provide for intercept of unused numbers transmitted to the switching equipment.
- e. Line-side interconnection includes the provision of a single number for each line-side termination.

SECTION 5. RADIO COMMON CARRIER INTERCONNECTION SERVICE (CONT'D)

5.3 <u>General Regulations</u> (Cont'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.

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.

SECTION 5. RADIO COMMON CARRIER INTERCONNECTION SERVICE (CONT'D)

5.4 <u>Description of Service</u> (Cont'd)

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.

SECTION 5. RADIO COMMON CARRIER INTERCONNECTION SERVICE (CONT'D)

5.5 <u>Features</u> (Cont'd)

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.

SECTION 5. RADIO COMMON CARRIER INTERCONNECTION SERVICE (CONT'D)

5.6 <u>Rate Regulations</u> (Cont'd)

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 carriers average minutes of use from the prior quarter will be used for monthly billing purposes for the next quarter.
- e. 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 carriers location. The measurement of terminating call usage ends when the Company's end office switch serving the carrier receives an onhook 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.

SECTION 5. RADIO COMMON CARRIER INTERCONNECTION SERVICE (CONT'D)

5.7 <u>Rates and Charges</u>

5.71 <u>Terminating Usage Rates</u>

		Per M	inute of Use
		Within The	Outside The
		Local	Local
		Calling Scope	Calling Scope
a.	Type 1		
	0-1 mile	\$0.02	1
	Over 1 - 25 miles	\$0.025	1
	Over 25 - 50 miles	\$0.035	1
	Over 50 miles	\$0.045	1

5.72 <u>Telephone Number Group NXX Charges</u>

		Nonrecurring Charge	Service Connection <u>Charge</u>
a.	First 100 Numbers assigned	\$165.00	\$12.00
b.	Per additional 100 numbers assigned	\$85.00	\$12.00
c.	First 1000 numbers assigned	\$760.00	\$12.00
d.	Per additional 1000 numbers assigned	\$660.00	\$12.00

¹ Based on rate equivalence with Access Service rate elements as specified in paragraph 5.62 c. preceding

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u>

6.1 <u>Voice Advantage Bundles¹</u>

6.11 Description

These bundles provide residential Customers with the option of subscribing to service packages that provide a dial tone access line, local usage, IntraLATA toll usage, InterLATA* toll usage and a custom calling feature package for a single bundled rate.

- 1. Custom calling features included are:
 - a. Caller ID with Name Description b. Call Waiting
 - c. Caller ID on Call Waiting

2. Toll Usage Options:

- a. Voice Advantage Basic includes 120 minutes of combined IntraLATA and InterLATA usage
- b. Voice Advantage 600 includes 600 minutes of combine IntraLATA and InterLATA usage
- c. Voice Advantage Unlimited includes unlimited minutes of combined IntraLATA and InterLATA usage

6.12 Regulations

- 1. Voice Advantage Bundles are only available to residential Customers.
- 2. Voice Advantage Bundles are only available to Customers who are presubscribed to Consolidated Communications Enterprise Services, Inc. as their primary interexchange carrier for both IntraLATA and InterLATA calling.
- 3. Voice Advantage Bundles are not available in combination with other optional calling plans or private lines.
- 4. Voice Advantage Bundles are not available with services provided under special contract.
- 5. Standard installation charges apply.
- 6. Long distance calling includes calling to anywhere within the United States, U.S. Territories and Canada.

¹Effective December 1, 2013, Voice Advantage Bundles will no longer be available to new Customers. Existing Voice Advantage Bundles Customers will be allowed to keep their Voice Advantage Bundles at their current service location under the same billing party. No changes to or additions of services to the existing Voice Advantage Bundles are allowed.

^{*} Denotes a non-regulated service

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u> (CONT'D)

- 6.1 <u>Voice Advantage Bundles¹</u> (Cont'd)
 - 6.12 Regulations (Cont'd)
 - 7. Not all features may be available in all areas.
 - 8. Voice Advantage Bundles are available only in areas specifically equipped to provide such service and are subject to the availability and technical limitations of facilities.
 - 9. Voice Advantage Bundle Customers may terminate the package or switch to another calling package or plan at any time.
 - 10. The Voice Advantage Bundles are offered only to residential Customers for the Customer's personal, residential, non-business and non-professional use. Use of the Voice Advantage Bundle is prohibited for any profit or nonprofit commercial or governmental activities, including, but not limited to, activities related to home office, business, sales, telecommuting, telemarketing, continuous autodialing, fax broadcast, fax blasting, resale or transfer of the Voice Advantage Bundle or any other activity that would be inconsistent with the normal residential voice-grade applications and usage patterns. If it is determined that the usage on the Voice Advantage Bundle is not consistent with residential applications or is otherwise prohibited as specified in this tariff, Consolidated Communications of Kansas Company will contact the Customer and arrange a transfer to a business service or terminate service under the residential Voice Advantage Bundle. Additional restrictions may apply as provided elsewhere in the tariff.
 - 11. Customers enrolled in the Voice Advantage Bundles, who fail to pay the entire bundle rate due per month, will have all existing Voice Advantage Bundles converted to the applicable tariff rates for the individual services included in their bundle. Service charges will not apply for converting services back to their individual tariff rates. Such Customers will not be permitted to re-enroll in the Voice Advantage Bundle until such time as all associated unpaid balances have been paid in full.
 - 12. Voice Advantage Bundle Customers have the option of subscribing to Voice Mail* and Internet* products at discounted rates.

¹Effective December 1, 2013, Voice Advantage Bundles will no longer be available to new Customers. Existing Voice Advantage Bundles Customers will be allowed to keep their Voice Advantage Bundles at their current service location under the same billing party. No changes to or additions of services to the existing Voice Advantage Bundles are allowed.

^{*} Denotes a non-regulated service

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u> (CONT'D)

6.1 <u>Voice Advantage Bundles¹</u> (Cont'd)

6.13 Rates

- 1. Subscribers to any of the Voice Advantage Bundles may upgrade their bundle for an additional \$5.00 per month to include:
 - a. Call Conferencing 3 Way
 - b. Anonymous Caller Rejection
 - c. Repeat Dialing Unlimited
 - d. Call Return Unlimited
 - e. Call Forwarding All Calls

		Monthly In All Exchanges except Americus Cedar Point and Saffordville	Rate ² In Americus Cedar Point & Saffordville
2. 3.	Voice Advantage Basic Voice Advantage 600	\$14.49 \$14.49	\$17.96 \$17.96
4.5.	Voice Advantage Unlimited All IntraLATA and InterLATA minutes in excess of minutes included in the bundles*	\$14.49 \$.10 per minute	\$17.96 \$.10 per minute

¹Effective December 1, 2013, Voice Advantage Bundles will no longer be available to new Customers. Existing Voice Advantage Bundles Customers will be allowed to keep their Voice Advantage Bundles at their current service location under the same billing party. No changes to or additions of services to the existing Voice Advantage Bundles are allowed.

^{*} Denotes a non-regulated service

²This price does not include the IntraLATA and InterLATA components which are provided by Consolidated Communications Enterprise Services, Inc.

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u> (CONT'D)

6.2 <u>Home Phone Bundles</u>¹

6.21 Description

The following special packages of custom calling and CLASS services will be offered to residential Customers purchasing service bundles from the Company's affiliates. Normal service connection charges are applicable for each service or line connected.

1. Bundle Calling Feature Package 1:

Call Waiting
Caller ID with Name Description

2. Bundle Calling Feature Package 2:

Call Waiting
Caller ID with Name Description
Call Conferencing 3 Way
Anonymous Caller Rejection
Call Forwarding - All Calls
Call Return - Unlimited
Repeat Dialing - Unlimited

¹Obsolete - available only to existing Customers at existing locations

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u> (CONT'D)

6.2 <u>Home Phone Bundles</u> ¹(Cont'd)

6.22 Rates

Rates	<u>S</u>		<u>Month</u>	aly Rate ²
			Americus, Cedar Point, Saffordville Exchanges	Leoti Sharon Springs, Tribune, Wallace, Marienthal, Weskan, Jetmore Exchanges
a.	Home Phone St	andard (per access line)	\$18.90	\$19.06
	Includes:	Access Line Bundle Calling Feature Package 1 LD 10 ¢ Plan*		
b.	Home Phone	e Basic (per access line)	\$19.27	\$19.06
	Includes:	Access Line Bundle Calling Feature Package 1 LD 120 Minutes *		
c.	Home Phone	e 150 (per access line)	\$18.90	\$19.06
	Includes:	Access Line Bundle Calling Feature Package 1 LD 150 Minutes *		
d.	Home Phone	e 300 (per access line)	\$18.90	\$19.06
	Includes:	Access Line		

Bundle Calling Feature Package 1

LD 300 Minutes *

^{*} Denotes a non-regulated service

¹Obsolete - available only to existing Customers at existing locations

²This price does not include the IntraLATA and InterLATA components which are provided by Consolidated Communications Enterprise Services, Inc.

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u> (CONT'D)

6.2 <u>Home Phone Bundles</u> ¹(Cont'd)

6.22 Rates (Cont'd)

|--|

Leoti Sharon Springs, Tribune, Wallace, Marienthal, Weskan,

Americus, Marienthal,
Cedar Point, Weskan,
Saffordville Jetmore
Exchanges Exchanges

e. Home Phone 600 (per access line)

\$18.90

\$19.06

Includes: Access Line

Bundle Calling Feature Package 1

LD 600 Minutes *

f. Home Phone 1500 (per access line)

\$18.90

\$19.06

Includes: Access Line

Bundle Calling Feature Package 1

LD 1500 Minutes *

g. Home Phone 300 Plus (per access line)

N/A

\$24.17

Includes: Access Line

Bundle Calling Feature Package 2

LD 300 Minutes *

h. Home Phone 1500 Plus (per access line)

N/A

\$24.17

Includes: Access Line

Bundle Calling Feature Package 2

LD 1500 Minutes *

^{*} Denotes a non-regulated service

¹Obsolete - available only to existing Customers at existing locations

²This price does not include the IntraLATA and InterLATA components which are provided by Consolidated Communications Enterprise Services, Inc.

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u> (CONT'D)

6.3 <u>Small Business Bundles¹</u>

6.31 <u>Description</u>

Small Business Bundles (SBB) are available to business Customers with one to ten business access lines, and offer small business Customers with a business access line, unlimited long distance calling, and the option to select five custom calling features. SBBs are also available with High Speed Internet (HSI) access services.

 Custom Calling features available are: Caller ID with Name Description, Call Conferencing 3 Way, Call Forwarding - All Calls, Call Waiting, Speed Calling 8 Numbers, Call Return -Unlimited, Caller ID on Call Waiting, Anonymous Caller Rejection, Repeat Dialing -Unlimited, and Basic Voicemail*.

6.32 Regulations

- SBBs are available only to Customers who are presubscribed to Consolidated Communications Enterprise Services, Inc. as their primary interexchange carrier for both IntraLATA and InterLATA calling.
- 2. SBBs are not available in combination with other optional calling plans or private lines.
- 3. SBBs are available on a month-to-month basis, or for one, two, and three-year terms. A standard signed agreement is required for all term plans.
- 4. SBBs are not available with services provided under special contract.
- 5. Standard installation charges apply, except as provided for elsewhere in this Tariff.
- 6. Long distance calling includes calling to anywhere within the United States, U.S. Territories, and Canada.
- 7. Termination No termination charges apply for month-to-month service; however fees may apply for the early termination of term plans and are based upon the number of local access lines, length of term period, and term period tenure.
- 8. Not all features may be available in all areas.
- 9. SBBs include long distance and non-regulated services (e.g., voice mail and HSI) that are not subject to the jurisdiction of the Kansas Corporation Commission. If a Customer fails to submit timely payment sufficient to cover the entire amount of the regulated and non-regulated bundled package rate, the Company may discontinue the provision of any regulated and non-regulated services, other than basic local service, if payment is sufficient to cover the rate of basic local exchange service.
- 10. Rates do not include Federal Subscriber Line Charges, Universal Service Charges, fees, taxes, and other surcharges.

^{*} Denotes a non-regulated service.

¹Obsolete - available only to existing Customers at existing locations

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u> (CONT'D)

6.3 <u>Small Business Bundles¹</u> (Cont'd)

6.33 <u>Rates</u> (All Exchanges)

	Month to
Bundle	Month
1. SBB	\$59.00
2. SBB W/HSI	\$98.95
3.SBB w/Calling Features	\$64.00
4. SBB w/Calling Features and HSI	\$103.95

All rates noted are on a monthly per-line basis

¹Obsolete - available only to existing Customers at existing locations

SECTION 6. **BUNDLED SERVICE PACKAGES (CONT'D)**

6.4 ExpansionPAK II (EPAK II) Bundles

6.41 Description

ExpansionPAK II (EPAK II) is an Unlimited Dial Tone Line (DTL) Basic Package (as described below) along with a specified non-regulated service, if selected, and offered for a one, two or three year term commitment. The Unlimited Dial Tone Line (DTL) Basic Package is an optional business flat rated usage package comprised of a dial tone access line with unlimited local calling and a choice of certain features. Expansion Lines are offered on a monthly, one, two or three year basis per each additional line ordered.

1. Packages

a. Unlimited Dial Tone Line (DTL) Basic Package includes one (1) Dial Tone Access Line with unlimited local calling, unlimited IntraLATA toll calling¹ and unlimited domestic long distance¹ (See 6.42e) and a choice of one to eleven (1-11) of the following features:

Call Waiting, Call Conferencing 3 Way, Call Forwarding - All Calls, Call Forwarding - Busy, Call Forwarding - No Answer, a choice of one business Caller ID with Name Description service, Anonymous Caller Rejection, Speed Calling 8, Repeat Dialing - Unlimited (*66), Call Return - Unlimited (*69) and Hunting Service

b. Unlimited Dial Tone Line (DTL) Expansion Lines are optional and are NOT required with each Unlimited Dial Tone Line (DTL) Basic Package.

DTL Expansion lines with Unlimited Calling are available on a month-to-month basis or a one, two or three year term agreement per line, with unlimited local calling, unlimited IntraLATA toll calling and unlimited domestic long distance¹ (See 6.42e) and a choice of one to eleven (1-11) of the following features:

Call Waiting, Three-Way Calling, Call Forwarding - All Calls, Call Forwarding -Busy, Call Forwarding - No Answer, a choice of one business Caller ID with Name Description service, Anonymous Caller Rejection, Speed Calling 8, Repeat Dialing – Unlimited (*66), Call Return - Unlimited (*69) and Hunting Service

Effective: January 1, 2019 Issued: December 21, 2018

¹ Service not regulated under this tariff

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u> (CONT'D)

6.4 ExpansionPAK II (EPAK II) Bundles (Cont'd)

6.42 Regulations

- a. Unlimited Dial Tone Line (DTL) Packages are only available to business Customers.
- b. Unlimited Dial Tone Line (DTL) Packages are available on one, two or three year agreements. Expansion Lines are available on a month-to-month basis or a one, two or three year term.
- c. Unlimited Dial Tone Line (DTL) Packages, as well as Expansion Lines with unlimited calling are only available presubscribed to Consolidated Communications Enterprise Services, Inc. as their primary interexchange carrier for both IntraLATA and InterLATA calling.
- d. Long distance calling includes anywhere within the United States, U.S. Territories and Canada.
- e. Unlimited Dial Tone Line (DTL) Packages are not available in combination with other regional optional calling plans or virtual private network services.
- f. Unlimited Dial Tone Line (DTL) Packages are not available with services provided under a special contract.
- g. All features may not be available in all areas.
- h. ExpansionPAK II Bundles are available only in areas specifically equipped to provide such service and are subject to the availability and technical limitations of facilities.
- i. There is a 12 month minimum service requirement for the Unlimited Dial Tone Line (DTL) Basic Package lines in this service bundle. If the Customer disconnects an Unlimited Dial Tone Line (DTL) Basic Package within the first 60 days of service, they will be responsible for additional charges described in the Termination Liability section (See 6.43). Expansion lines offered on a month-to-month basis would not have an applicable minimum service requirement.

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u> (CONT'D)

6.4 ExpansionPAK II (EPAK II) Bundles (Cont'd)

6.42 Regulations (Cont'd)

- j. Unlimited Dial Tone Line (DTL) Basic Packages may only be used for voice applications and may not be used for the transmission of data, for dial-up internet connections, or for any other non-voice application. These services may not be used for autodialing. The Telephone Company reserves the right to restrict the number of other services and/or equipment furnished or used in connection with any particular class of service in order to prevent any impairment in the quality of service furnished.
- k. Customers enrolled in the ExpansionPAK II Bundles, who fail to pay the entire bundle rate due per month, will have all existing ExpansionPAK II Bundles converted to the applicable tariff rates for the individual services included in their bundle. Service charges will not apply for converting services back to their individual tariff rates. Such Customers will not be permitted to re-enroll in the ExpansionPAK II Bundle until such time as all associated unpaid balance has been paid in full.
- l. Applicable Initial Connection and Central Office Work Charges will be waived for the initial installation of Unlimited Dial Tone (DTL) Basic Package when the Customer subscribes to any term agreement.
- m. Unlimited Dial Tone Line (DTL) Packages have the option of subscribing to Internet* products at discounted rates.
- n. Unlimited Dial Tone Line (DTL) Packages have the option of subscribing to Voicemail* products at tariffed rates.

6.43 <u>Termination Liability</u>

- a. Unlimited Dial Tone Line (DTL) Basic Packages are offered on a one, two or three year term agreement.
- b. Early termination of an Unlimited Dial Tone Line (DTL) Basic Package 1, 2 or 3 year term agreement by the Customer will result in a one-time flat Termination Charge of:

\$ 300.00 for default within the 1st year of the term \$ 150.00 for default within the 2nd year of the term \$ 75.00 for default within the 3rd year of the term

- c. Early termination of the term agreement for an Unlimited DTL Expansion Line 1, 2 or 3 year term agreement by the Customer will result in a one-time flat Termination Charge of:
 - \$150.00 for default within the 1st year of the term
 - \$ 75.00 for default within the 2nd year of the term
 - \$ 50.00 for default within the 3rd year of the term

^{*}Service not regulated under this tariff

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u> (CONT'D)

6.4 <u>ExpansionPAK II (EPAK II) Bundles (Cont'd)</u>

6.43 Termination Liability (Cont'd)

- d. There is a 12 month minimum service requirement for the Unlimited Dial Tone (DTL) Basic Package lines in this service bundle. If the Customer disconnects a Basic Service Package line within the first 60 days of service, they will be responsible for installation charges. Expansion lines offered on a month-to-month basis would not have an applicable minimum service requirement.
- e. At the end of the term or any subsequent renewal, the agreement will automatically be renewed for a successive one, two or three year term at the same terms and conditions unless either party provides advance notice that it does not wish to renew the term. Each subsequent renewal will allow for a 60-day grace period for the subscriber to unsubscribe from the plan without penalty. Pricing will remain the same during any automatic renewal unless the Telephone Company has provided 30 days notice of any change.

Customers can move from a shorter term to a longer term without incurring a penalty.

6.44 Rates

<u>Unlimited Dial Tone (DTL)</u>:

Monthly Rates1

nonung reaces			
	Leoti, Tribune,		
	Marienthal,		
	Jetmore,		
	Sharon Springs,		
	Wallace,		Cedar Point,
	Weskan	Americus	Saffordville
	Exchanges	Exchanges	<u>Exchanges</u>
Basic Unlimited Package – One Year Term	\$21.93	\$27.67	\$26.04
Basic Unlimited Package – Two Year Term	\$18.93	\$24.67	\$23.04
Basic Unlimited Package – Three Year Term	\$10.93	\$16.67	\$15.04
Expansion Line with Unlimited Calling (Month-to-Month)	\$21.93	\$27.67	\$26.04
Expansion Line with Unlimited Calling (One Year Term)	\$21.93	\$27.67	\$26.04
Expansion Line with Unlimited Calling (Two Year Term)	\$18.93	\$24.67	\$23.04
Expansion Line with Unlimited Calling (Three Year Term)	\$10.93	\$16.67	\$15.04

¹This price does not include the IntraLATA and InterLATA components which are provided by Consolidated Communications Enterprise Services, Inc.

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u> (CONT'D)

6.5 <u>Voice Advantage II Bundles</u>

6.51 <u>Description</u>

These bundles provide residential Customers with the option of subscribing to service packages that provide a dial tone access line, local usage, IntraLATA toll and InterLATA* toll usage for a single bundled rate.

- 1. Toll Usage Options:
 - a. Voice Advantage II Basic includes 120 minutes of combined IntraLATA and InterLATA usage
 - b. Voice Advantage II 600 includes 600 minutes of combine IntraLATA and InterLATA usage
 - c. Voice Advantage II Unlimited includes unlimited minutes of combined IntraLATA and InterLATA usage

6.52 Regulations

- 1. Voice Advantage II Bundles are only available to residential Customers.
- 2. Voice Advantage II Bundles are only available to Customers who are presubscribed to Consolidated Communications Enterprise Services, Inc. as their primary interexchange carrier for both IntraLATA and InterLATA calling.
- 3. Voice Advantage II Bundles are not available in combination with other optional calling plans or private lines.
- 4. Voice Advantage II Bundles are not available with services provided under special contract.
- 5. Standard installation charges apply.
- Long distance calling includes calling to anywhere within the United States, U.S. Territories and Canada.
- 7. Voice Advantage II Bundles are available only in areas specifically equipped to provide such service and are subject to the availability and technical limitations of facilities.
- 8. Rates do not include Federal Subscriber Line Charges, Universal Service Charges, fees, taxes and any other applicable surcharges.
- 9. Voice Advantage II Bundle Customers may terminate the package or switch to another calling package or plan at any time.

^{*} Denotes a non-regulated service

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u> (CONT'D)

6.5 <u>Voice Advantage II Bundles (Cont'd)</u>

6.52 Regulations (Cont'd)

- 10. The Voice Advantage II Bundles are offered only to residential Customers for the Customer's personal, residential, non-business and non-professional use. Use of the Voice Advantage II Bundle is prohibited for any profit or nonprofit commercial or governmental activities, including, but not limited to, activities related to home office, business, sales, telecommuting, telemarketing, continuous autodialing, fax broadcast, fax blasting, resale or transfer of the Voice Advantage II Bundle or any other activity that would be inconsistent with the normal residential voice-grade applications and usage patterns. If it is determined that the usage on the Voice Advantage II Bundle is not consistent with residential applications or is otherwise prohibited as specified in this tariff, Consolidated Communications of Kansas Company will contact the Customer and arrange a transfer to a business service or terminate service under the residential Voice Advantage II Bundle. Additional restrictions may apply as provided elsewhere in the tariff.
- 11. Voice Advantage II Bundle Customers have the option of subscribing to Voice Mail* and Internet* products at discounted rates.

6.53 Rates

		Monthly Rates ¹	
		Leoti, Tribune, Marienthal,	Americus, Cedar
		Jetmore, Sharon Springs,	Point, Saffordville
		Wallace, Weskan Exchanges	Exchanges
1.	Voice Advantage II Basic	\$13.27	\$16.74
2.	Voice Advantage II 600	\$13.27	\$16.74
3.	Voice Advantage II Unlimited	\$13.27	\$16.74
4.	All IntraLATA and InterLATA	\$0.10 per minute*	\$0.10 per minute*
	minutes in excess of minutes		
	included in the bundles		

¹This price does not include the IntraLATA and InterLATA components which are provided by Consolidated Communications Enterprise Services, Inc.

^{*} Denotes a non-regulated service.

SECTION 6. <u>BUNDLED SERVICE PACKAGES</u> (CONT'D)

- 6.5 <u>Voice Advantage II Bundles (Cont'd)</u>
 - 6.53 Rates (Cont'd)
 - 5. Subscribers to any of the Voice Advantage II Bundles may upgrade their bundle for an additional \$5.00 per month to include:
 - a. Caller ID with Name Description
 - b. Call Waiting
 - c. Caller ID on Call Waiting
 - d. Call Conferencing 3 Way
 - e. Anonymous Caller Rejection
 - f. Repeat Dialing Unlimited
 - g. Call Return Unlimited
 - h. Call Forwarding All Callsi. Telemarketer Call Screening
 - Not all features may be available in all areas