

DCI, Inc.

DCI, INC.  
CAPE GIRARDEAU, MO 63702-1659

Original Sheet TITLE

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Schedules of Rates, Rules and Regulations  
Governing Intrastate Long Distance Telecommunications  
Service Provided in the State of Kentucky

OFFERED BY

DCI, INC.  
P. O. Box 1659  
Cape Girardeau, Missouri 63702-1659

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

MAR 23 1990

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: *George S. Miller*  
PUBLIC SERVICE COMMISSION MANAGER

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Issued by: Dianne Groves, Vice President  
P. O. Box 1659, Cape Girardeau, MO 63702-1659

TABLE OF CONTENTS

<u>Title of Document</u>	<u>Sheet No.</u>
Cover Sheet	Title
Table of Contents . . . . .	1
Explanation of Symbols . . . . .	2
General Rules and Regulations	
Application of Tariff . . . . .	3
Terms and Conditions . . . . .	5
Advance Payments . . . . .	9
Application for Service . . . . .	9
Billing and Payment of Charges . . . . .	9
Definitions . . . . .	4
Establishing and Furnishing Service-Commercial . . . . .	10
Establishing and Furnishing Service-Residential . . . . .	13
Interruption of Service . . . . .	17
Liability of the Carrier . . . . .	6
Mileage . . . . .	17
Responsibility of the Carrier . . . . .	6
Service Hours . . . . .	18
Use of Service by the Subscriber . . . . .	7
Description of Service . . . . .	19
Rates	
Rate Schedule (Intrastate) . . . . .	22
WATS I . . . . .	20
WATS II . . . . .	21
Volume Discounts . . . . .	23
800 Plus . . . . .	24

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EXPLANATION OF SYMBOLS

When changes are made on any tariff page, a revised page will be issued cancelling the tariff page affected; such changes will be identified through the use of the following symbols:

- (C) - To signify changed regulation or rate.
- (D) - To signify discontinued rate or regulation or text.
- (I) - To signify increase.
- (M) - To signify matter relocated with no change.
- (N) - To signify new rate, regulation, and/or text.
- (R) - To signify reduction.
- (T) - To signify a change in text but no change in rate or regulation.
- (Z) - To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

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GENERAL RULES AND REGULATIONS

1. APPLICATION OF TARIFF

The regulations set forth herein apply to intrastate services furnished within the State of Kentucky by DCI, Inc., hereinafter referred to as Carrier, subject to the jurisdiction of the Kentucky Public Service Commission.

These tariffs cancel and supersede all other tariffs of the Carrier issued and effective prior to the effective dates shown on individual sheets of this Tariff.

When services and facilities are provided in part by Carrier and in part by other companies, the regulations of the Carrier apply to that portion of the service or facilities furnished by it.

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2. TERMS AND CONDITIONS

2.1 Definitions

Certain terms used in this tariff are defined below.

Carrier

The term "Carrier" means DCI, Inc.

Commercial Service

The phrase "Commercial Service" means telecommunications services provided to a customer for use primarily or substantially of a business, professional, institutional or other occupational nature.

Day

The term "Day" means 8:00 a.m. to, but not including, 5:00 p.m., local time at the originating city on Monday through Friday, excluding Carrier-specified holidays.

Evening

The term "Evening" means 5:00 p.m. to but not including 11:00 p.m. local time at the originating city on Sunday through Friday and anytime on Carrier-specified holidays except when a lower rate would normally apply.

Exchange Area

A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

Holidays

The term "Holidays" means all Carrier-specified holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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2. TERMS AND CONDITIONS (Continued)  
2.1 Definitions (Continued)

Local Access Transport Area (LATA)

The phrase "Local Access Transport Area" means a geographical area established by the U. S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communication services.

Night/Weekend

The words "Night/Weekend" mean 11:00 p.m. to but not including 8:00 a.m. local time in the originating city, anytime on Saturday, and all day Sunday except 5:00 p.m. to but not including 11:00 p.m.

Normal Work Hours

The phrase "Normal Work Hours" means the time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding holidays.

Regular Billing

The words "Regular Billing" mean a standard bill sent in the normal Carrier billing cycle. This billing consists of one bill for each account assigned to a subscriber.

Subscriber

The term "Subscriber" means the person, firm, company, corporation or other entity which contracts for service under this tariff and is responsible for the payment of charges as well as compliance with Carrier's regulations pursuant to this tariff.

Switch

The term "Switch" means an electronic device which is used to provide circuit routing and control.

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2. TERMS AND CONDITIONS (Continued)

2.2 Responsibilities of the Carrier

(a) The service provided consists of the use of the facilities made available by Carrier for telephone communication between different exchange areas. The Carrier does not undertake to accept, transmit or deliver messages. The service provided does not include person-to-person, collect, conference or other communication links requiring operator assistance.

(b) Carrier leases other facilities from other telephone companies and offers to sell to subscribers the right to use those facilities on an as-needed basis. The service provided by Carrier is non-exclusive. Carrier's customers can and do have access to other long distance carriers.

(c) The obligation of Carrier to provide service is dependent upon its ability to procure facilities which are required to meet the subscriber's order for service. Carrier will make reasonable efforts to secure the necessary facilities as provided for in these tariffs.

2.3 Liability of Carrier

(a) Because the subscriber has the exclusive control of his communications over the facilities provided to him by Carrier, and because of the inability to provide error-free service over the telecommunication facilities provided, the services provided are subject to the terms and conditions contained in these tariffs.

(b) The subscriber assumes all risks for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission or from failure or defects in equipment and facilities furnished by Carrier occurring in the course of providing service.

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2. TERMS AND CONDITIONS (Continued)  
2.3 Liability of Carrier (Continued)

(c) If service is interrupted or the subscriber receives a poor connection on a call, other than as a result of negligence or willful act of the subscriber, an allowance or credit in the amount that would normally be charged for said call will be given to the subscriber. In order to be entitled to such a credit or allowance, the subscriber shall notify Carrier of the disconnect or poor connection within the current billing period for the call.

(d) The liability of Carrier for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur.

(e) Carrier shall be indemnified and held harmless by the subscriber against any and all claims for libel, slander or copyright infringement arising directly or indirectly from the material transmitted over the facilities of Carrier or the use of same by subscriber, and also against claims for patent infringement arising from combining with, or using in connection with, facilities furnished by Carrier and apparatus, equipment and systems provided by the subscriber, and against all other claims arising out of any act or omission of the subscriber in connection with the services and facilities provided by Carrier.

2.4 Use of Service by the Subscriber

(a) The service is provided for use by the subscriber and may be used by others when so authorized by the subscriber, providing that all such usage shall be subject to the provisions of Carrier's filed tariffs.

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2. TERMS AND CONDITIONS (Continued)  
2.4 Use of Service by the Subscriber (Continued)

(b) Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to, the following:

(1) The use of profane or obscene language in communications over Carrier's facilities.

(2) A call or calls, anonymous or otherwise, if made in a manner which could reasonably be expected to frighten, abuse, torment or harass another.

(3) For any unlawful purpose.

(4) Use of service in any manner that would violate any rule or regulation or contract provision regulating the relationship between Carrier and those who supply the facilities that Carrier makes available to its subscribers.

(5) The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for service.

(6) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain service by rearranging, tampering with or making connection with any facilities of the Carrier, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever with intent to avoid the payment, in whole or in part, of the regular charge for such service.

(7) The use of the service in such manner as to interfere unreasonably with the use of the service by one or more other customers.

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2. TERMS AND CONDITIONS (Continued)

2.5 Application for Service

(a) Applications for service may be made orally or in writing. These applications become contracts upon the establishment of service.

(b) Any change in rates or regulations prescribed by the Kentucky Public Service Commission modifies the terms and regulations of contracts to the extent of such change.

(c) Carrier may require any subscriber to sign an application form furnished by Carrier and to establish credit as provided in these rules, as a condition precedent to the initial establishment of service. Carrier's acceptance of an order for service to an applicant whose credit has not been established may be subject to the provisions of these tariffs relating to the establishment of credit.

2.6 Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which may be applicable. The amount of the first month's service is credited to the customer's account on the first bill rendered.

2.7 Billing and Payment of Charges

(a) Unless a subscriber's bill has a zero balance, he will receive a bill each month. Fixed charges will be billed in advance. Toll charges will be billed in arrears. Special billing arrangements may be provided for service to governmental agencies.

(b) A subscriber is responsible for all charges in conjunction with the use of his authorized access number and for all charges for service provided to him by carrier.

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2. TERMS AND CONDITIONS (Continued)  
2.7 Billing and Payment of Charges (Continued)

(c) Bills are due as specified on the bill and may be paid at any business office of the Carrier or at any agency authorized by Carrier to receive payment.

(d) For billing of any fixed charges, service is considered to be established on the day that Carrier notifies the subscriber of installation.

(e) Payment of commercial bills is due upon receipt. Payment of residential bills is due as provided in the Kentucky Public Service Commission's billing practices rule. Subscriber will be billed for all usage beginning immediately upon access to service. For the purpose of computing charges, a month is considered to consist of thirty (30) days.

(f) Subscribers billed by local exchange telephone companies on behalf of Carrier are responsible for any late payment charges that the local exchange telephone company may employ in its billing process.

(g) Retroactive billing adjustments may be made for a period not to exceed three (3) years.

2.8 Establishment and Furnishing Service - Commercial Only

.1 Deposits

(a) Each commercial applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing commercial subscriber may be required to make a deposit or increase a deposit presently held.

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2. TERMS AND CONDITIONS (Continued)  
2.8 Establishment and Furnishing Service - Commercial Only  
(Continued)

(b) A deposit will not exceed the estimated charges for two (2) months' service plus installation. It will be returned:

(1) When an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the tariff and the excess portion of the deposit will be returned.

(2) At the end of six (6) months of satisfactory credit history, or

(3) Upon the discontinuance of service. Carrier will refund the subscriber's deposit or the balance in excess of unpaid bills for the service.

(c) The fact that a deposit has been made in no way relieves the subscriber from complying with the regulations with respect to the prompt payment of bills on presentation.

(d) Interest will be paid on all sums held on deposit at the rate of 6 percent annually. The interest will be applied as a credit to the customer's bill or will be paid to the customer on an annual basis. If the deposit is refunded or credited to the customer's bill prior to the deposit anniversary date, interest will be paid or credited to the customer's bill on a pro-rated basis. If interest is not credited to the customer's bill or paid to the customer annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compounded interest in compliance with Commission Order dated October 31, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to the customer's bill or paid to the customer.

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2. TERMS AND CONDITIONS (Continued)  
2.8 Establishment and Furnishing Service - Commercial Only  
(Continued)

(e) In lieu of a deposit, Carrier may accept a written guarantee. The limit of the guarantee will not exceed the amount of a cash deposit.

(f) A guarantor will be released upon satisfactory payment of all undisputed charges during the last twelve billing periods. Payment of charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute.

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2. TERMS AND CONDITIONS (Continued)  
2.8 Establishment and Furnishing Service - Commercial Only  
(Continued)

.2 Cancellation of Service

(a) Carrier, by mailing a notice to the subscriber five (5) days before the date of cancellation by first-class mail, may cancel the application for service or discontinue service without incurring any liability to the subscriber for any of the following reasons.

(1) Nonpayment of any sum due to Carrier for service for more than thirty (30) days beyond the date of rendition of the bill for such service; or

(2) A violation of or failure to comply with any regulation governing the furnishing of service; or

(3) An order of a court or other governmental authority having jurisdiction which prohibits Carrier from furnishing service.

(4) Failure to post a required deposit or guarantee.

(5) Material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of Carrier constitutes fraud or abuse.

(6) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.

(b) A subscriber may cancel the service of Carrier at any time by verbal or written notice.

(c) A cancellation of service by either Carrier or the subscriber shall not affect the subscriber's obligation to pay for all use of Carrier's facilities by the subscriber or anyone using subscriber's account at the time at which Carrier received notice of cancellation.

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2. TERMS AND CONDITIONS (Continued)

2.9 Establishment and Furnishing Service - Residential Only

.1 Deposits and Guarantees

(a) Carrier may require an applicant for service to post a deposit if:

(1) The applicant is unable to establish that he had a previous account with a telephone utility for a period of at least twelve (12) months for which all undisputed charges were satisfactorily paid; or

(2) The applicant has not previously had telephone service for a twelve (12) month period and does not meet at least two of the following criteria:

- (i) Home ownership, excluding mobile homes
- (ii) Vehicle ownership - car or truck
- (iii) Is fifty (50) or more years of age
- (iv) Has been employed two (2) years or more with the current employer
- (v) Has an existing loan from a financial institution not considered delinquent by the creditor.

(b) A present subscriber may be required to post a deposit or guarantee as a condition of continued service if undisputed charges in two out of the last twelve billing periods have become delinquent or the subscriber has had service discontinued for nonpayment of an undisputed delinquent charge at any time during the preceding twelve billing periods.

(c) No deposit or guarantee or additional deposit or guarantee will be required by the Carrier because of race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of residence.

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2. TERMS AND CONDITIONS (Continued)

2.9 Establishment and Furnishing Service - Residential Only  
(Continued)

(d) The amount of deposit for a new applicant will be twice the average monthly bill for all residence subscribers. If, within the first six (6) months of establishing service, the subscriber incurs service charges in any one billing period which are greater than 400% of the amount of deposit previously required, an additional deposit may be required.

(e) The amount of deposit for a present subscriber will be twice that subscriber's average monthly billing. The average monthly billing will be based on the actual billing for the immediate months preceding the request for the deposit, not to exceed twelve (12) months.

(f) Interest will be paid on all sums held on deposit at the rate of 6 percent annually. The interest will be applied as a credit to the customer's bill or will be paid to the customer on an annual basis. If the deposit is refunded or credited to the customer's bill prior to the deposit anniversary date, interest will be paid or credited to the customer's bill on a pro-rated basis. If interest is not credited to the customer's bill or paid to the customer annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compounded interest in compliance with Commission Order dated October 31, 1989 in Case No. 89-057. Interest on deposits computed in this manner will accrue until credited to the customer's bill or paid to the customer.

(g) An applicant for service, or a present subscriber, may satisfy a deposit requirement by providing a Contract of Guarantee in the amount not to exceed the requested deposit, from a present subscriber with at least two (2) years of established service whose service has not been suspended for nonpayment within the last twelve (12) months. The guarantee contract shall be on a form provided by the Carrier which shall include Carrier's right to transfer charges to the limit of the guarantee, from a defaulted bill of the subscriber, from whom a deposit or a Contract of Guarantee was required, to the guarantor's account or accounts and the further right to suspend a guarantor's service. A guarantor shall be released upon satisfactory payment by the subscriber of all undisputed charges during the last twelve (12) billing periods.

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2. TERMS AND CONDITIONS (Continued)  
2.9 Establishment and Furnishing Service - Residential Only  
(Continued)

(h) The fact that a deposit has been made, or a guarantee provided, shall in no way relieve the subscriber from his responsibility to pay undisputed charges prior to their becoming delinquent nor constitute a waiver or modification of the provisions set forth in this Tariff providing for the temporary suspension of service or the termination of the service for nonpayment of undisputed delinquent charges.

(i) Upon termination of the service, the amount of the deposit with accrued interest, shall be applied in payment of any unpaid charges for service and the balance, if any, shall be returned to the subscriber within twenty-one (21) days of the rendition of the final bill.

(j) Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, the deposit, with accrued interest, will be promptly refunded or credited against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. The Carrier may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by such deposit.

(k) Each subscriber posting a deposit will receive a receipt in writing at that time or within ten (10) days.

(l) Carrier will provide means whereby a person entitled to a refund of a deposit is not deprived of the refund even though he may be unable to produce the receipt for the deposit provided he can produce identification to ensure that he is the person entitled to the refund.

(m) Carrier will permit subscriber, concurrent with the beginning of service, to post a deposit in two equal monthly installments or as otherwise agreed upon.

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2. TERMS AND CONDITIONS (Continued)  
2.9 Establishment and Furnishing Service - Residential Only  
(Continued)

(n) A guarantor will be released upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute.

.2 Discontinuation of Service

(a) Carrier may discontinue service upon five (5) days' written notice under the following circumstances:

(1) Nonpayment of an undisputed delinquent charge.

(2) Failure to post a required deposit or guarantee.

(3) Failure to substantially comply with the terms of a settlement agreement.

(4) Material misrepresentation of identity in obtaining telephone utility service or the use of the service in such a manner that, in the opinion of the Company, constitutes abuse or fraud.

(5) As provided by state or federal laws.

(6) Failure to abide by the terms of this Tariff.

(7) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.

(8) Upon written objection to the furnishing of a service made in writing by or on behalf of any governmental law enforcement agency acting within its jurisdiction on the grounds that such service is, or will be, used for an illegal purpose.

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2. TERMS AND CONDITIONS (Continued)  
2.10 Interruption of Service

It shall be the obligation of the subscriber to notify Carrier of any interruption in service or of any poor connections or disconnects. Credits will be given for disconnected calls or calls where poor connections obstruct communication. Credits will not be given for wrong numbers.

2.11 Mileage

Mileage used in these tariffs is calculated based on V and H coordinates as obtained by reference to AT&T Tariff FCC No. 10.

Method of Calculation

The airline mileage between two carrier service locations is calculated as follows:

$$\text{Mileage} = \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

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2. TERMS AND CONDITIONS (Continued)  
 2.12 Service Hours

Service is available twenty-four (24) hours a day, seven (7) days a week. Rate periods are applicable as indicated in the chart below and are based on the time at the point of origin of the call. The evening rate shall also apply on Carrier-specified holidays from 8:00 a.m. to but not including 11:00 p.m. as defined in Section 3.1 except when a lower rate would normally apply.

Calls that begin in one rate period and terminate in another will be prorated accordingly.

	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.
8:00 a.m. to 5:00 p.m.*							
	Day Rate						
5:00 p.m. to 11:00 p.m.*							
	Evening Rate						Eve. Rate
11:00 p.m. to 8:00 a.m.							
	Night/Weekend Rate						

\*To but not including

**PUBLIC SERVICE COMMISSION  
 OF KENTUCKY  
 EFFECTIVE**

MAR 23 1990

PURSUANT TO 807 KAR 5:011,  
 SECTION 9 (1)

BY: *George Sallee*  
 PUBLIC SERVICE COMMISSION MANAGER

Issued:

Effective:

Issued by: Dianne Groves, Vice President  
 P.O. Box 1659, Cape Girardeau, MO 63702-1659

DCI, INC.  
CAPE GIRARDEAU, MO 63702-1659

Original Sheet No. 19

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3. DESCRIPTION OF SERVICE

Carrier provides interexchange service between points in Kentucky which is available for subscriber use twenty-four (24) hours a day, seven (7) days a week.

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MAR 23 1990

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: *Glenn Salter*  
PUBLIC SERVICE COMMISSION MANAGER

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Issued:

Effective:

Issued by: Dianne Groves, Vice President  
P. O. Box 1659, Cape Girardeau, MO 63702-1659

DCI, INC.  
CAPE GIRARDEAU, MO 63702-1659

Original Sheet No. 20

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WATS I  
Intrastate  
Day Rates

Miles	First Min.	Add'l Min.
1 - 292	.1750	.1700
293 - 65535	.1800	.1750

Usage will be measured in six second measurements with a 30 second minimum.

Discounts:

Service during the evening period will be discounted 20% from the above rate.

Service during the night and weekend periods will be discounted 35% from the above rate.

Volume discounts are not applicable.

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OF KENTUCKY  
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PURSUANT TO 807 KAR 5:011,  
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BY: *George S. Lee*  
PUBLIC SERVICE COMMISSION MANAGER

DCI, INC.  
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Original Sheet No. 21

WATS II  
Intrastate  
Day Rates

Miles	First Min.	Add'l Min.
1 - 292	.1600	.1500
293 - 430	.1650	.1600
430 - 65535	.1700	.1650

Usage will be measured in six second measurements with a 30 second minimum.

Discounts:

Service during the evening period will be discounted 20% from the above rate.

Service during the night and weekend periods will be discounted 35% from the above rate.

Volume discounts are not applicable.

PUBLIC SERVICE COMMISSION  
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PURSUANT TO 807 KAR 5:011,  
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BY: *George S. Loe*  
PUBLIC SERVICE COMMISSION MANAGER



DCI, INC.  
CAPE GIRARDEAU, MO 63702-1659

Original Sheet No. 22

Direct Dial  
Intrastate  
Day Rates

Miles	First Min.	Add'l Min.
1 - 16	.2340	.1710
17 - 30	.2790	.2160
31 - 55	.3600	.2700
56 - 85	.4320	.2880
86 - 124	.4950	.3060
125 - 196	.5310	.3240
197 - 292	.5670	.3600
293 - 65535	.5940	.3780

Discounts:

Service during the evening period will be discounted 20% from the above rate.

Service during the night and weekend periods will be discounted 35% from the above rate.

Volume discounts are not applicable.

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DCI, INC.  
CAPE GIRARDEAU, MO 63702-1659

Original Sheet No. 23

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VOLUME DISCOUNTS

Volume discounts are not applicable at this time.

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Original Sheet No. 24

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800 PLUS

Subscribers of 800 PLUS service will be charged a one time installation service charge of \$50.00 and a monthly account fee of \$10.00.

The daytime rate for usage per month will be \$0.25 per minute.

Discounts:

Volume discounts are not applicable.

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