Lewisport Telephone Company

1 Special Promotions – Section E



RECEIVED

JAN \$ 1-2008 PUBLIC SERVICE COMMISSION

January 30, 2008

Ms. Beth O'Donnell Executive Director Kentucky Public Service Commission 211 Sower Boulevard PO Box 615 Frankfort, KY 40601

RE: Lewisport Telephone Company, Promotional Offering

Dear Ms. O'Donnell:

Lewisport Telephone Company intends to offer a promotion to business customers. Business customers who sign up for one or a combination of more than one of the following features during the promotional period will receive the feature(s) free for 3 months: Call Forwarding, Call Forward-Remote Access, and/or 3-Way Calling.

The promotion will run from March 1, 2008 through May 31, 2008.

If you have any questions, please contact me at (608) 664-4169.

Sincerely,

Lachig

Rachelle A. Ladwig Sr. Administrator-Tariffs





RECEIVED

June 14, 2007

JUN 15 2007

PUBLIC SERVICE COMMISSION

Ms. Beth O'Donnell Executive Director Kentucky Public Service Commission 211 Sower Boulevard PO Box 615 Frankfort, KY 40601

RE: Lewisport Telephone Company, Promotional Offering

Dear Ms. O'Donnell:

Lewisport Telephone Company intends to offer a promotion to business customers. If a business customer signs up for 12 months of Caller ID service during the period of July 15, 2007 through October 13, 2007, they will receive Caller ID free for 3 months.

If you have any questions, please contact me at (608) 664-4169.

Sincerely, hone chelle

Rachelle A. Drone Sr. Administrator-Tariffs





117 - 2014 2014

June 15, 2005

Ms. Helen Helton Executive Director Kentucky Public Service Commission 211 Sower Boulevard PO Box 615 Frankfort, KY 40602

RE: Lewisport Telephone Company, Promotional Offering

Dear Ms. Helton:

Lewisport Telephone Company intends to offer to all new and existing customers, a waiver of the non-recurring charges associated with the installation of a second or subsequent access line. This promotional offer will be effective from July 19, 2005 through September 30, 2005.

If you have any questions, please contact me at (608) 664-4153.

Sincerely,

Kurt Hebgen Sr. Administrator-Tariffs





January 4, 2004

Ms. Helen Helton Executive Director Kentucky Public Service Commission 211 Sower Boulevard PO Box 615 Frankfort, KY 40602

RE: Lewisport Telephone Company, Promotional Offering

Dear Ms. Helton:

Lewisport Telephone Company intends to offer to all new and existing customers, a waiver of the non-recurring charges associated with the installation of a second or subsequent access line. This promotional offer will be effective from February 18, 2005 through April 30, 2005.

If you have any questions, please contact me at (608) 664-4153.

Sincerely,

Kurt Hebgen Sr. Administrator-Tariffs





June 14, 2004

Ms. Helen Helton Executive Director Kentucky Public Service Commission 211 Sower Boulevard PO Box 615 Frankfort, KY 40602

RE: Lewisport Telephone Company, Promotional Offering

Dear Ms. Helton:

Lewisport Telephone Company intends to offer to all new and existing customers, a waiver of the non-recurring charges associated with the installation of a second or subsequent access line. This promotional offer will be effective from July 20, 2004 through September 30, 2004.

If you have any questions, please contact me at (608) 664-4153.

Sincerely,

9.59

Kurt Hebgen Sr. Administrator-Tariffs



Kentucky - Cost and Revenue Analysis Lewisport

Expected Costs

| | Expected | | |
|------------------------------|----------|--------|------------|
| | Price | Trials | Total Cost |
| Additional Line Installation | \$38.00 | 3 | \$114.00 |

Expected Advertising Expenses

| Total Costs: | |
|--------------|----------|
| Installation | \$114.00 |
| Marketing | \$20.00 |
| | \$134.00 |

Expected Revenues

| | | Expected | Expected |
|-----------------------------|--------|------------|------------|
| | | Customer | Revenues |
| Services | Price | Retention | (3 years*) |
| Additional Line | \$9.15 | 3 | \$948.67 |
| Estimated Vertical Services | \$1.47 | 3 | \$152.41 |
| Total | | \$1,101.08 | |

* lifetime value projected on 4% churn out 36 months



T65-0078



January 21, 2004

JAN 26 2004

PUBLIC SERVICE COMMISSION

Ms. Helen Helton Executive Director Kentucky Public Service Commission 211 Sower Boulevard PO Box 615 Frankfort, KY 40602

RE: Lewisport Telephone Company, Promotional Offering

Dear Ms. Helton:

Lewisport Telephone Company intends to offer to all new and existing customers, a waiver of the non-recurring charges associated with the installation of a second or subsequent access line. This promotional offer will be effective from February 18, 2004 through April 30, 2004.

If you have any questions, please contact me at (608) 664-4153.

Sincerely,

Iller

Kurt Hebgen Administrator-Tariffs

PBLIC SERVICE COMMISSION OF KENTUCKY SEFECTIVE

FEB 2 5 2004

PURSUANT TO 807 KAR 5:011 SECTION 9 (1) Thomas Un Down EXECUTIVE DIRECTOR

525 JUNCTION ROAD MADISON, WI 53717

P.O. BOX 5158 MADISON, WI 53705-0158

764-0968

July 18, 2003

Ms. Helen Helton Executive Director Kentucky Public Service Commission 211 Sower Boulevard PO Box 615 Frankfort, KY 40602

15-11 7/// 2

RE: Lewisport Telephone Company, Promotional Offering

Dear Ms. Helton:

Lewisport Telephone Company intends to offer to all new and existing customers, a waiver of the non-recurring charges associated with the installation of a second or subsequent access line. This promotional offer will be effective from August 22, 2003 through October 31, 2003.

If you have any questions, please contact me at (608) 664-4153.

Sincerely,

Kurt Hebgen Administrator-Tariffs

> PUBLIC SERVICE COMMINSION OF KENTUCKY EFFECTIVE

> > AUG 2 9 2003

PURSUANT TO 807 KAR 5:011 SECTION 9 (1) U.Com B١ EXECUTIVE DIRECTOR

525 JUNCTION ROAD MADISON, WI 53717

P.O. BOX 5158 MADISON, WI 53705-0158

P.O. Box 5158 Madison, WI 53705-0158

301 S. Westfield Road Madison, WI 53717-1799



TDS TELECOM®

Government and Regulatory Affairs

December 26, 2002

Ms. Helen Helton Executive Director Kentucky Public Service Commission 211 Sower Boulevard PO Box 615 Frankfort, KY 40602



RE: Lewisport Telephone Company, Promotional Offering

Dear Ms. Helton:

Lewisport Telephone Company intends to offer to all new and existing customers, a waiver of the non-recurring charges associated with the installation of a second or subsequent access line. This promotional offer will be effective from January 27, 2003 through February 28, 2003.

If you have any questions, please contact me at (608) 664-4153.

Sincerely,

Kurt Hebger Administrator-Tariffs

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763-0788

Telephone: 608-664-4000 FAX: 608-664-4184

TDS TELECOM®

Government and Regulatory Affairs

June 20, 2002

Ms. Helen Helton Executive Director Kentucky Public Service Commission 211 Sower Boulevard PO Box 615 Frankfort, KY 40602 RECEIVED

P.O. Box 5158 Madison, WI 53705-0158

301 S. Westfield Road Madison, WI 53717-1799

> JUN 2 4 2002 PUBLIC SERVICE COMMISSION

> > 5

RE: Lewisport Telephone Company, Promotional Offering

Dear Ms. Helton:

Lewisport Telephone Company intends to offer to all new and existing customers, a waiver of the non-recurring charges associated with the installation of a second or subsequent access line. This promotional offer will be effective from July 22, 2002 through August 31, 2002.

If you have any questions, please contact me at (608) 664-4153.

Sincerely,

Jal

Kurt Hebgen Administrator-Tariffs

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUL 2 4 2002

PURSUANT TO 807 KAR 5.011. SECTION 9 (1) Stenhand Bull BY SECRETARY OF THE COMMISSION

T62-0

P.O. Box 5158 Madison, WI 53705-0158 301 S. Westfield Road Madison, WI 53717-1799 Telephone: 608-664-4000 FAX: 608-664-4185

July 19, 2001

TDS TELECOM®

Ms. Helen Helton **Executive Director** Kentucky Public Service Commission 211 Sower Boulevard PO Box 615 Frankfort, KY 40602



RE: Lewisport Telephone Company, Promotional Offering Dear Ms. Helton: $|\partial_{\alpha}|OO$ By the second or subconvert second or sec non-recurring charges associated with the installation of a second or subsequent access line. This promotional offer will be effective from August 20, 2001 through September 30, 2001.

If you have any questions, please contact me at (608) 664-4153.

Sincerely.

Kurt Hebgen-Administrator-Tariffs

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

AUG 20 2001

PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: Stephanl) Bur SECRETARY OF THE COMMISSION

Southeast Region P.O. Box 22995 Knoxville, TN 37933-0995

725 Pellissippi Parkway, Suite 230 Knoxville, TN 37932

Telephone: (615) 966-4700 FAX: (615) 675-3881

RECEIVED

AUG 1 6 1994

P.S.C. RATES & RESEARCH DIV.

RECEIVED

AUG 15 1994

PUBLIC SERVICE COMMISSION

Mr. Don R. Mills Executive Director Kentucky Public Service Commission P.O. Box 615 Frankfort, KY 40602

RE: Lewisport Telephone Company Waiver of Non-Recurring Installation Charges for Addition of Custom Calling Features

Dear Mr. Mills:

As per our tariff, PSC 2, Section D, Original Sheet 8, Paragraph D.6.9 (Attached) are offering a promotion to all existing Residential and Business customers and those who become customers during the time period September 16, 1994, through and including December 16, 1994. The promotion consists of a waiver of nonrecurring charges for their adding Customer Calling Features.

We are doing this to stimulate those customers who may not have added the Custom Calling Features due to the initial installation charge. Lewisport Telephone Company believes that we would recoup the installation waiver by the continued usage of the Custom Calling Service.

TDS TELECOM

State Regulatory Affairs

August 12, 1994

Mr. Don R. Mills August 12, 1994 Page 2

If you have any questions about this promotion, please call me toll free at (800) 551-6024 or (615) 671-4748.

1

Respectfully,

Robert P Daimo

Robert P. Daino Manager - State Regulatory Affairs

RPD:as

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Enclosure

- cc: D. R. Brown B. H. Mottern E. L. Fielden
 - G. Deck

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| LEWISPORT TEL | EPHONE COMPANY |
| OF | |
| LEWISPORT, K | KENTUCKY |
| Rates, Rules and Regulation | ons for Furnishing |
| Telephone Serv | rice |
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| LEWISPORT, K | ENTUS HELE SERVICE COMMISSION |
| | OF KENTUCKY EFFECTIVE |
| | JUL 16 1987 |
| | PURSUANT TO 807 KAR 5:011, SECTION 9 (1), 7 |
| | BY: Moyle felles |
| Filed with PUBLIC SERVIC KENTUCKY | E COMMISSION OF |
| ISSUED December 4, 19.89. | EFFECTIVE.July 16,, 1987 |
| ISSUE | D BY LEWISPORT TELEPHONE COMPANY (Name of Utility) BY |
| | <u>Vice President - Manager</u> |

LEWISPORT TELEPHONE COMPANY Kentucky

PSC 2 Index **Eleventh Revised Sheet 1** Cancels Tenth Revised Sheet 1

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(T)

| | KENTUCKY PUBLIC SERVICE COMMISSION |
|--|---|
| | Linda C. Bridwell Executive Director |
| ISSUED: February 28, 2022 EFFECTIVE: March 31, 2022 | Thide G. Andwell |
| BY: Grel J. Volimers | EFFECTIVE |
| Joel Dohmeier, Vice President | 3/31/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) |

Lewisport Telephone Company

PSC 2 Section A Original Sheet 1

| DEFINIT | ION OF | TERMS |
|---------|--------|-------|
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ISSUED: March 1, 1994

Lewisport Telephone Company

PSC 2 Section A Original Sheet 2

DEFINITION OF TERMS

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ISSUED: March 1, 1994

PURSUANT TO 807 KAR 5:011 EFFERENTION 9 (March 1, 1994 Congestally.

BY: Donald R. Brown, President BY:

PUBLIC SERVICE COMMISSION MANAGER

Lewisport Telephone Company

PSC 2 Section A Original Sheet 3

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DEFINITION OF TERMS

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PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

MAR 1 1994

PURSUANT TO 807 KAR 5:011 EFFECTIVESECTION 30(1), 1994 BY: _______

ISSUED: March 1, 1994

Lewisport Telephone Company

PSC 2 Section A Original Sheet 4

ACCESSORIES

Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of, and not electrically, acoustically or inductively connected to the communications path of the telecommunications systems.

ADDITIONAL LISTING

Any listing of a name or other authorized information in connection with a customer's telephone number in addition to that which he is entitled in connection with his regular service.

APPLICANT

A person, firm, partnership, corporation, cooperative organization, governmental agency, etc., requesting service from the Company.

AUTHORIZED USER

A person, firm or corporation (other than the customer) on whose premise a telephone, PBX, or private line service or channel is located and who may communicate over such channels in accordance with the terms of this Tariff.

BASIC TELEPHONE SERVICE

For the purpose of establishing rate and charges, basic telephone service is 1 party business or residential local line service.

BASIC TERMINATION CHARGE

See "Termination Charge"

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> MAR 1 1994

ISSUED: March 1, 1994

BY:

Donald R. Brown, President

EFFECTIVE: March FORSUANT TO 807 KAR 5.011. March 1, 1994 SECTION 9 (1) BY:

Lewisport Telephone Company

PSC 2 Section A Original Sheet 5

BUILDING

The term "same building" is to be interpreted as a structure under one roof, or two or more structures under separate roofs but connected by enclosed passageways in which the wires or cables of the Company can be safely run provided the plant facility requirements are not appreciably greater than would be required normally if all structures were under one roof. In these cases where there are several structures under separate roofs but connected by enclosed passageways and the plant facility requirements for furnishing service are appreciably greater, than would be required normally if all the structures were under one roof, the term "same building" applies individually to each of the separate structures. Pipes and conduits are not considered enclosed passageways.

BUSINESS SERVICE

Telecommunications service provided a customer where the use is primarily or substantially of a business, professional, institutional or otherwise occupational nature.

CALL

An attempted or completed communication.

CANCELLATION CHARGE

A charge applicable under certain conditions when an application for service and/or facilities is cancelled in whole or in part prior to the completion of the work involved.

CENTRAL OFFICE

A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangement for terminating and interconnecting customer lines and trunks or trunks only. There may be moreUBLKashRUGECOMMISSION office in a building or exchange. OF KENTUCKY EFFECTIVE

ISSUED: March 1, 1994

EFFECTIVE: March 1, 1994

BY: Donald R. Brown, President

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: <u>Unregentable</u> PUBLIC SERVICE COMMISSION MANAGER

Lewisport Telephone Company

PSC 2 Section A Original Sheet 6

CENTRAL OFFICE LINE

See "Exchange Line"

CERTIFICATE

Certificate of Public Convenience and Necessity issued by the Commission to telephone utilities.

CHANNEL

A path for communication between two or more locations, furnished in such a manner as the carrier may elect, whether by wire, radio, or a combination thereof and whether or not by a single physical facility or route.

CIRCUIT MEASUREMENT

See "Route Measurement" under MILEAGE CHARGES.

CLASS OF SERVICE

A description of telephone service furnished a subscriber in terms such as:

- 1) For Exchange Service:
 - a. Grade of Line: Individual Line, etc. (See also "Primary Class of Service"
 - b. Type of Rate: Flat rate or message rate.
 - c. Character of Use: Business or Residence.
 - d. Dialing Method: Touch or Rotary.
- 2) For Long Distance Service:
 - a. Type of Call: Station to Statuce Statuce Commission Person, etc. OF KENTUCKY EFFECTIVE

ISSUED: March 1, 1994

EFFECTIVE: March 1, 1994

BY: Donald R. Brown, President

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

PUBLIC SERVICE COMMISSION MANAGER

Lewisport Telephone Company

PSC 2 Section A Original Sheet 7

CLASS OF SERVICE (CONTINUED)

- For Wide Area Telephone Service: 3)
 - Type of Rate: Full time or measured time. a.

COIN TELEPHONE

A station, either public, semi-public or customer owned coin operated telephone equipped with a device for collecting money in payment of telephone messages.

COMMISSION

Kentucky Public Service Commission

COMMUNICATIONS SYSTEMS

Communications Systems are channels or other facilities which are capable, when not connected to the telecommunications systems of two-way communications between customer-provided terminal equipment or Company stations.

CONNECTING ARRANGEMENT

The equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company, or of facilities of the Company with other facilities of the Company.

CONNECTING COMPANY

A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

ISSUED: March 1, 1994

EFFECTIVE: March 1, 1994 MAR 1 1994 BY: Donald R. Brown, President

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) George Selle BY:

PUBLIC SERVICE COMMISSION MANAGER

Lewisport Telephone Company

PSC 2 Section A Original Sheet 8

CONSTRUCTION CHARGE

A separate non-recurring charge made to the construction of facilities in excess of those contemplated under the rates quoted in the Local Exchange Service Section of this Tariff.

CONTIGUOUS PROPERTY

The plot of ground, together with any buildings thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others. Where a customer occupies property on both sides of the street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise by continuous, such properties are treated as continuous property provided local wire or cable facilities are used and the customer furnishes all local distribution pole line facilities or underground conduit required in connection therewith.

CONTRACT

The arrangement between a customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Tariff.

CUSTOMER

A person, firm, partnership, corporation, municipality, cooperative, organization, governmental agency, etc., provided with telecommunications service by any utility.

CUSTOMER OWNED COIN OPERATED TELEPHONE LINE

Access Line service for customer-provided public telephone exchange line for use with customer-provided equipment for the use by the general public.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

MAR 1 1994

ISSUED: March 1, 1994

BY: Donald R. Brown, President

Lewisport Telephone Company

PSC 2 Section A Original Sheet 9

CUSTOMER-PROVIDED TERMINAL EQUIPMENT

Devices or apparatus and their associated wiring, provided by a customer.

DATA ACCESS ARRANGEMENT

A protective connecting arrangement for use with the network control signaling unit, or in lieu of the connecting arrangement an arrangement to identify a central office line and protective facilities and procedures to assure proper operation of the telecommunications network.

DEMARCATION POINT

The term "Demarcation Point", when used in connection with customer-provided communications systems, denotes the point on the customer's premises where network access lines provided by or furnished to the customer are terminated in switching equipment used, at least in part, for communications with customer-provided terminal equipment.

DIAL SWITCHING EQUIPMENT

A unit of electro-mechanical or electronic or digital switching equipment used in a central office or in connection with a private branch exchange system.

DIRECT ELECTRICAL CONNECTION

A physical connection of the electrical conductors in the communications path.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

MAR 1 1994

PURSUANT TO 807 KAR 5011. EFFECTIVE:SECTIONOD(1), 1994

ISSUED: March 1, 1994

BY: <u>Constalle</u> PUBLIC SERVICE COMMISSION MANAGER

Lewisport Telephone Company

PSC 2 Section A Original Sheet 10

DIRECTORY LISTINGS

The publication in the Company's directory of information relative to a customer's telephone number, by which telephone users may ascertain the call number of a desired station.

- 1. Caption Listing: The listing of a customer's name without address or telephone number followed by a series of indented listings covering branches of different departments of the business.
- 2. Foreign Listing: The listing of a customer in the alphabetical list of an exchange other than that for the exchange from which the customer is served.
- 3. Free Listing: A directory listing for which no specific charge is made.
- 4. Indented Listing: A directory listing indented under another listing.
- 5. Reference Listing: The listing of a generally accepted name of a firm or corporation followed by a reference to another listing.

DROP WIRE

Wires used to connect the circuits of open wire, aerial or underground distribution facilities to the point where connection is made with the demarcation point or with the inside wiring.

EXCHANGE

A unit established by a telephone utility for the administration of telecommunications service in a specific area for which a separate local rate service is provided. It may consist of one or more central offices together with associated plant facilities use in furnishing telecommunications services PUR GENERAL SSION OF KENTUCKY EFFECTIVE

ISSUED: March 1, 1994 BY: Donald R. Brown, President EFFECTIVE: March 41, 1994

Brown, President

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: _______

PUBLIC SERVICE COMMISSION MANAGER

Lewisport Telephone Company

PSC 2 Section A Original Sheet 11

EXCHANGE LINE

See "Network Access Line"

EXCHANGE SERVICE

The general telephone service rendered in accordance with tariff provisions. Exchange service is a general term describing as a whole the facilities provided for local intercommunication, together with the right to originate and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of this tariff.

- 1. Flat and Message Rate Service.
 - a. Flat Rate Service: A classification of exchange service for which a stipulated charge is made, regardless of the amount of use.
 - b. Message Rate Service: A classification of noncoin box business exchange service which is charged for on the basis of amount of use.
- 2. Individual and Party Line Service
 - a. Individual Line Service: A classification of exchange service which provides that only one subscriber shall be served by the line connecting such subscriber with the central office.
 - b. Party Line Service: A classification of exchange service which provides that two or more subscribers may be served by the same central office line.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

MAR 1 1994

PURSUANT TO 807 KAR 5:011 EFFECTIV**SECTION 9¢1)** 1, 1994 BY: ________

ISSUED: March 1, 1994

BY: Donald R. Brown, President

PUBLIC SERVICE COMMISSION MANAGER

Lewisport Telephone Company

PSC 2 Section A Original Sheet 12

EXCHANGE SERVICE (CONTINUED)

- 3. Foreign Central Office Service: A classification of exchange service furnished to a subscriber in a multioffice exchange from a central office other than the one from which service would normally be furnished.
- 4. Foreign Exchange Service: A classification of exchange service furnished to a subscriber from an exchange other than the one from which he would normally be served.
- 5. Touch Calling Service, TouchTone or ToneDialing: A classification of exchange service furnished from certain specified central offices whereby calls are originated through the use of pushbuttons in lieu of rotary dial.
- 6. Semi-Public Service: A classification of exchange service furnished at locations reasonably accessible to the public but not suitable for the installation of public telephone and generally including a coin box.
- 7. Public Service: A classification of exchange service established under tariff provisions for use at locations chosen or accepted by the Company as suitable and necessary for furnishing service to the general public and may be equipped with or without a coin box.

EXCHANGE SERVICE AREA

The territory, including the base rate, suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within the area.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

MAR 1 1994

ISSUED: March 1, 1994

EFFECT DVRSUANN TOODOT KAR159014 .

SECTION 9 (1) Concentrally BY: PUBLIC SERVICE COMMISSION MANAGER

Lewisport Telephone Company

PSC 2 Section A Original Sheet 13

EXTENDED AREA SERVICE

A type of telephone service furnished under tariff provisions whereby customers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

FACILITIES

All property, means and instrumentalities owned, operated, leased, licensed, used, furnished, or supplied for, by or in connection with the rendition of telephone service.

GRADE OF SERVICE

The term used in describing network access service with respect to the number of subscribers telephones which may be connected to a central office line. (One-Party, Two-Party, Four-Party, Multi-Party).

INITIAL SERVICE PERIOD

The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

INSTALLATION CHARGE

A separate initial non-recurring charge, which when applied is in addition to service connection charges. This charge may be applied when the equipment furnished is in addition to a network access line.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> > MAR 1 1994

ISSUED: March 1, 1994

EFFEQUENT TO SOFKAR 5:01994

SECTION 9 (1) BY: <u>Concertaille</u> PUBLIC SERVICE COMMISSION MANAGER

Lewisport Telephone Company

PSC 2 Section A Original Sheet 14

INTERCEPTING SERVICE

A service arrangement whereby a person calling a disconnected or discontinued telephone number is informed that, the called telephone number has been discontinued, or disconnected, or changed to another number, or that calls are received by another telephone.

JOINT USER SERVICE

A classification of exchange service furnished to a joint user, in connection with customers' exchange service. A joint user is a person, firm, or corporation sharing the customers' exchange service in accordance with tariff provisions, but who would not otherwise be entitled to the use of the service.

LOCAL CHANNEL

That portion of channel which connects a station to an interexchange channel or a channel connecting two or more stations within an exchange area.

LOCAL EXCHANGE SERVICE

Telecommunication service provided within local exchange service areas in accordance with the tariffs. It includes the use of exchange facilities required to establish connections between subscribers within the exchange and between subscribers and the toll facilities serving the exchange.

LOCAL MESSAGE

A completed communication between customers' station located within the same Extended Area or Local Service Area.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

MAR 1 1994

ISSUED: March 1, 1994

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PUBLIC SERVICE COMMISSION MANAGER

Lewisport Telephone Company

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LONG DISTANCE MESSAGE SERVICE

The furnishing of facilities for telecommunication between persons in different local service areas in accordance with the regulations and system charges specified in this tariff.

- 1. Person-to-Person Call: A service whereby the person originating the call specified to the operator a particular person to be reached, a particular mobile station to be reached through a Miscellaneous Common Carrier attendant, or a particular station, department, or office to be reached through a PBX or Centrex attendant.
- 2. Station-to-Station Call: A service whereby the person originating the call either dials the telephone number desired, or gives to the operator the telephone number of the desired station, Miscellaneous Common Carrier connecting circuit, Centrex, PBX or PBX system which is reached directly rather than through a PBX attendant, or give only the name and address under which such a number is listed, and does not specify a particular person to be reached, nor a particular mobile telephone to be reached through a Miscellaneous Common Carrier attendant, nor a particular telephone, department, or office to be reached through a PBX or Centrex attendant.

MESSAGE

A communication between two stations. Messages may be classified as follows:

- 1. Local Message: A communication between stations within the same local service area.
- 2. Toll Messages: A communication between stations in different exchange areas for which a toll changeon's made. OF KENTUCKY FFFECTIVE

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Lewisport Telephone Company

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MILEAGE CHARGES

A charge applying for the use of part or all of a channel furnished by the Company.

- 1. Airline Measurement: The shortest distance between two points.
- 2. Off-Premise Exchange Mileage: The measurement applying on a line, for use of which a circuit charge is made in accordance with tariff provisions.
- 3. Foreign Exchange Mileage: The measurement applying to a line connecting a customer's location to a central office of an exchange other than that from which the customer would normally be served for the use of which a separate charge is made in addition to the base rate, plus extension line mileage charges, if applicable.
- 4. Route Measurement: The actual length of circuit between two points.

MINIMUM CONTRACT PERIOD

The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

MISCELLANEOUS COMMON CARRIER

Miscellaneous Common Carriers, as defined in Part 21 of the Federal Communication Commission Rules, are communications common carriers which are not engaged in the business of providing either a public landline message telephone service or public message telegraph service.

MISCELLANEOUS EQUIPMENT

Equipment furnished at additional charges associated with the service of the serv

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Lewisport Telephone Company

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MOBILE TELEPHONE SERVICE

A communication service provided by means of radio frequencies through a land radio-telephone base station. Connections may be established between a wire telephone and a mobile or fixed unit or between two mobile or fixed units.

NETWORK ACCESS LINE

A central office or exchange line, less instrumentalities, to provide access to the local and national telecommunications network.

NETWORK INTERFACE DEVICE

The term Network Interface Device denotes a protective unit designed and manufactured under the control of telephone company quality assurance procedures, which unit is to be incorporated in a conforming device.

NEW SUBSCRIBER

Applicants having no basic monthly service or those subscribers changing service premises.

NON-LISTED TELEPHONE

A subscriber who has the telephone number listing omitted from the telephone directory but listed in the directory assistance records, available from the directory assistance operator.

NON-PUBLISHED TELEPHONE

A subscriber who has the telephone number listing omitted from both the telephone directory and directory assistance records at the customer's request.

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Lewisport Telephone Company

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PBX TRUNK

An individual network access line terminated in a PBX switchboard or switching equipment.

PARTY LINE

A network access line designed for the connection of more than one subscriber to the same network access line.

PERSON

A corporation, company person, partnership, firm, association or any cooperative, non-profit membership corporation or mutual association now and hereafter created.

PLANT

Property which is necessary to provide service to the public as set forth in the various fixed capital accounts of the Uniform System of Accounts for telephone companies.

PREMISES

The term "same premises" (except in connection with inside moves) shall be interpreted to mean:

- The building or buildings, together with the surrounding land occupied as, or used in the conduct of, one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others;
- 2. The portion of a building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public corridor or by space occupied by other; or,

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Lewisport Telephone Company

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PREMISES (CONTINUED)

- 3. The contiguous property operated as a single farm whether or not intersected by a public road.
- 4. In connection with inside moves, the term "same premises" is to be interpreted to mean the building or portion of a building or as a residence, or a combination thereof, and not intersected by a public road, a corridor, or space occupied by others.

PRIVATE BRANCH EXCHANGE SERVICE (PBX Service)

- 1. Trunk: A network access line connecting a PBX system with a central office.
- 2. Tie Line: A circuit connecting PBX switchboards.
- 3. Trunk Termination: Equipment necessary to terminate each PBX trunk in the common switching equipment of a PBX system.
- 4. Line Termination: Equipment required for the provision of each PBX number associated with expandable PABX system.

PRIVATE LINE SERVICE

As opposed to exchange service , this refers to lines and equipment furnished to a customer for direct communication between various points without access to the Company's exchange switching network.

PRIVATE RIGHT-OF-WAY

A facility route granted to the Company on or over private property. PUBLIC SERVICE COMMISSION

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Lewisport Telephone Company

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PUBLIC TELEPHONE

A telephone installed on the Company's initiative, or at the Company's option, at a location chosen or accepted as suitable and necessary for furnishing service to the general public.

1. Coin Public Telephone: A telephone equipped with a coin collecting device into which all payments for the use of the telephone are deposited prior to (prepayment) or at (post-payment) the time the desired connection is established.

RATE CENTERS

Points upon which the airline distances for the determination of message toll telephone rates are based. In general, each city, town, or locality is designated as a rate center except that certain small towns and localities are assigned adjacent rate centers with which they are closely associated for communication purposes or by community of interest.

RESIDENCE SERVICE

Service furnished to customers where the actual or obvious use is for domestic purposes.

ROTARY SERVICE

An arrangement whereby two or more lines furnished to customer are assigned number in sequence and equipped so that calls to the first number are automatically completed to the first non-busy line in the sequence. Lines beyond the first line are referred to as "rotary lines".

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SEMI-PUBLIC TELEPHONE SERVICE

An instrument generally including a coin box, furnished at locations reasonably accessible to the public, but not suitable for the installation of public telephones for which subscribers to this service guarantee minimum local revenue to the Company.

SERVICE

The act or means of supplying communication to the public.

SERVICE CONNECTION CHARGE

A non-recurring charge applying to the establishment of basic telephone service for a subscriber and certain subsequent additions to that service.

SUBSCRIBER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Company under the provisions and regulation of its tariff.

SUSPENSION OF SERVICE

An arrangement made at the request of the customer, or initiated by the Company for violation of tariff regulations by the customer, for temporarily discontinuing service without terminating the service agreement or removing the telephone equipment from the customer's premises.

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Lewisport Telephone Company

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SWITCH

A unit of telephone dial switching equipment which provides interconnection between lines or trunks.

SYSTEM

The coordinated facilities, including central office equipment, outside plant and customer instrumentalities, used to provide telephone service to the public.

TARIFF

The rates, charges, rules and regulations adopted and filed by the Company and accepted by the Kentucky Public Service commission.

TELEPHONE NUMBER

A designation assigned to a network's access line necessary for placing calls to the telephone or PBX and for identification in the assessment of message charges, etc.

TELEPHONE INSTRUMENT

Any communication device, either owned and leased by the Company to the customer, or owned by the customer, that can be used, when connected to the Company's local network, for the purpose of transmitting and receiving information.

TEMPORARY SERVICE

For the purpose of distinguishing between permanent and temporary service, temporary service is "any" service provided by the Company which (1) does not fulfill the requirements of a minimum service contract, (2) would create an unusual expense for the Company caused by the short duration of service PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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Lewisport Telephone Company

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TEMPORARY DISCONNECTION

An arrangement made at the request of the customer for temporary discontinuing service without terminating the contract or removing the telephone equipment from the customer's premises.

TERMINATION CHARGE

A charge applying when a subscriber discontinues an item of service or equipment prior to the expiration of initial service period designated for such item. The basic termination charge is an amount established for an individual item of service or equipment from which the termination charge is computed.

TIE TRUNK

A circuit connecting two PBX systems for the purpose of intercommunication between the stations connected with such PBX switching apparatus.

TOLL CENTER

A telephone switching center at which the operations (manual or dial) function (message timing, switching, and recording) takes place in connection with the provision of toll message service.

TOLL MESSAGE

A message from a calling party to party in a different local service area.

TOLL RATE

The initial period charge prescribed for toll messages usually based upon a minimum initial period and distance between exchanges.

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Lewisport Telephone Company

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TOLL SERVICE

Toll service is that part of the total telephone service rendered by the Telephone Company which is furnished between patrons in different local service areas in accordance with the rates and regulations specified in the Company's Tariff.

TRUNK LINE

A circuit over which customer's messages are sent between two central offices or between a central office and a private branch exchange system.

UNDERGROUND SERVICE CONNECTIONS

A customer's "drop" wire which is run underground from a pole line or an underground distributing cable.

UTILITY TELEPHONE

Any person, firm, partnership or corporation engaged in the business of furnishing telecommunication services to the public under the jurisdiction of the Kentucky Public Service Commission.

WIDE AREA TELEPHONE SERVICE (WATS)

The furnishing of facilities for telephone communication between wide area service access line and other exchange and toll station telephones in the area prescribed in the tariff.

WIRING PLAN

An arrangement of wiring for connecting primary and extension stations, PBX stations and intercommunicating stations.

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PSC 2 Section B Second Revised Sheet 1 Cancels First Revised Sheet 1

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

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LEWISPORT TELEPHONE COMPANY Kentucky

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

1. ESTABLISHMENT OF SERVICE

A. General

The general terms and conditions of this Tariff apply to local voice services and facilities furnished by Lewisport Telephone hereinafter referred to as the Telephone Company or Company, or in part by other companies. Failure to observe these terms and conditions could result in discontinuance of service.

- B. Applications
 - 1) Requests for telephone service and facilities made verbally, in writing, or electronically will become contracts upon the establishment of the service or facilities.
 - An application shall be deemed to be a notice to the Company that the applicant desires service and an expression of a willingness to conform to the terms and conditions set forth in this Tariff.
 - 3) The Company reserves the right to refuse service to an applicant or customer who has not paid for prior telephone service rendered by a telephone company in the same or different location, and furnished to the same person, member of the same household, or legal entity until satisfactory arrangements have been made for payment of the indebtedness.
 - 4) The Company reserves the right to refuse to furnish or continue to furnish service when service is applied for in the name of another person or legal entity, or a fictitious name of other member of the same household, for the purpose of avoiding payment of or for illegal purposes.
 - 5) The Company does not take deposits or advanced payments unless stated elsewhere in this tariff.
 - 6) Any change in the service terms, conditions, offerings, and/or rates modifies the terms of contracts to the extent of such change.
 - 7) Although, in general, business rates apply at business locations and residence rates apply at residence locations, the determination as to whether customer service should be classified as business or residence is based on the character of use to be made of the service.
 - 8) Where special conditions or special requirements of the customer involve unusual construction or installation costs, the customer may be required to pay a reasonable portion of such costs as stated elsewhere in this Tariff. See Construction Charges.

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BY: Joel Donneier, Vice-President

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

1. ESTABLISHMENT OF SERVICE (cont'd)

C. Business Use

- Business rates apply whenever the use of service is primarily or substantially for any business, trade or professional use including, but not limited to, clubs or lodges, public or parochial schools and colleges, hospitals, libraries, churches, municipal emergency fire and police, government building and other similar institutions.
- 2) Where the place of business and residence of a customer are in the same premises and no telephone is installed in the place of business or the extension is located in a shop, office, or other place of business, the business rate shall be charged for telephone installed in the residence.
- Business rates apply for service in churches when:
 - The telephone is located in the church and used in the administration of the church and its activities.
 - A telephone is located in an outer office of the study for the use of a secretary or others.
 - c) The telephone in the church includes a type of telephone intercommunicating system or a signaling system, (excluding hold only feature).
 - d) Service is furnished in a residence of a clergyman and one or more extension telephones connected to the service are located in the church where business rates would normally apply.
- D. Residence Use
 - Residence rates apply when the use of service will be primarily for personal, social and domestic purposes and only incidental for business purposes. Residence rates apply to an individual or family, (such as single residence), or a private dwelling, apartment, rooming or boarding or sorority house, college dorm rooms, or a trailer, where service will be used by the customer or members of the customer's family.
 - 2) Residence telephone numbers must not be advertised or listed in connection with any business.
 - 3) Residence rates apply to churches when:
 - a) A telephone is located in the clergyman's residence.
 - b) The telephone is located in the church hall or kitchen and its use is for social or domestic purposes.
 - c) The telephone is located in the clergyman's residence and an extension is located in the church where residence rates would apply.

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PUBLIC SERVICE COMMISSION OF KENTUCKY

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

1. ESTABLISHMENT OF SERVICE (Cont'd)

- D. <u>Residence Use</u> (cont'd)
 - 4) When conditions in 1, 2, or 3 preceding are met, the residence telephone may be listed in the alphabetical section of the directory in the name of the church or Pastor. An additional alphabetical listing which lists either the name of the Pastor or the church may be provided at the rates shown under Directory Listings in this Tariff. Residence rate treatment does not entitle the Church to a listing in the classified section of the telephone directory without additional charges.
 - 5) When it is determined that a customer of residence service is using the service in such a manner that it should be classified and charged for as a business service under the above provisions, the Company will either revised the applicable rates charged to the customer or discontinue the service.

E. Minimum Contract Period

- Unless otherwise specified elsewhere in the Company's tariffs, the minimum contract period for voice service offerings is one month from the date service is established at the same location.
- The Company may require a contract period longer than one (1) month at the same location in connection with special facilities, or for unusual construction necessary to meet special demands, and involving extra costs.
- Customer termination of service prior to the expiration of the minimum contract period of service may result in payment for work already began to provide service and/or termination charges.
- F. Provisioning of Telecommunication Service
 - The Telephone Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary company facilities such as pole lines, buried lines, circuits and other equipment.
 - 2) The Company will determine the type of outside plant facilities to be provided for the furnishing of service.
 - 3) The Company will provide and install a connecting device as part of telephone service at no additional charge that will be installed on the customer's premises in a location determined by the Company that is accessible to the customer and the Company as a part of telecommunications service and at no charge, unless specified elsewhere in this tariff.
 - 4) The rates and charges listed in this Tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.

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LEWISPORT TELEPHONE COMPANY

Kentucky

PSC 2 Section B First Revised Sheet 6 Cancels Original Sheet 6

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

1. ESTABLISHMENT OF SERVICE (Cont'd)

- F. <u>Provisioning of Telecommunication Service</u> (cont'd)
 - 5) When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in Section VI, "Construction Charges".
 - 6) The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards.
 - 7) The Company shall make the following services available to all its customers where technically feasible:
 - a) Voice grade access to the public switched network including unlimited minutes for local service at no charge
 - b) Access to 911 emergency service and 9-1-1 operating ability where requested by local authorities.
 - c) Connectivity with all public toll, local wireline and wireless networks, and with various internet service providers.
 - d) Free access to toll restriction for qualifying lifeline customers.

G. Installation in Hazardous Locations

If the installation and maintenance of service are requested at locations which are or may be hazardous or dangerous to the Telephone Company's employees or to the public or to property, the Company may refuse to install and maintain such service and, if such service is furnished, may require the customer to indemnify and hold the Company harmless from any claims, loss or damage by reason of the installations and maintenance of such service.

- H. Directories
 - The Company will provide access to directory information to its customers. The Company will furnish a printed directory annually as well as providing access to directory information on-line to its customers. The directory information will include listings of names, addresses and telephone numbers of customers. In addition, the directory will contain other information as required by KY Administrative Regulations 807-005-061 Section 5
 - 2) In the event of an error in the listed number of any customer or whenever any customer's telephone number is changed after a directory is published, the Company will intercept all calls (for 90 days) to the error no.to inform the caller of the correct no.
 - 3) The Company, except as provided herein, assumes no liability for damages claimed on account of errors or omission from the directories and, in accepting listings as prescribed by applicants or customers, will not assume responsibility for the result of the publication in the directory.

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BY: Joel Dohmeier, Vice-President



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PSC 2

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

2. USE AND CARE OF COMPANY FACILITIES

A. General

- The Company shall be responsible for the installation, operations, and maintenance of any company facilities.
- The Company will be responsible for testing the circuit from the main frame to the connecting device on the customer premises.
- The Company does not undertake to transmit messages but offers the use of its facilities when available for communications between its customers.
- 4) Customers who furnish telephone service to guests or patients may recover billed charges of the guests or patients. Hotel customers who charge a surcharge on guests' telephone usage must post such rates and surcharge by each telephone.

B. Ownership of Facilities

All facilities up to and including the point of termination on the customer's premises will be owned by the Company, except where such facilities are situated, in the judgement of the Company, in hazardous or inaccessible locations.

C. Access to Customer Premises

Company employees and agents shall be allowed access to company facilities located on customer premises at any reasonable hour for the purpose of installing, inspecting, testing, maintaining, repairing, or upgrading the lines and facilities.

Customers may be required to furnish, at no charge, equipment space and electrical power for Company facilities located inside the customer's building in order to provide services.

- D. Installation, Maintenance, and Repairs
 - All work associated with installation, relocation, changing, repairing, and maintenance of Company provided equipment and facilities on the Customer's premises is performed by the Company or an authorized agent unless agreed upon by the Company.
 - 2) The Company will maintain and repair the equipment and facilities which it furnishes to customers, for as long a period as replacement components are available from the manufacturer or from stock. When the manufacturer will no longer provide the required components, and none are available from stock, components required will be provided at charges based on cost when the Company is able, by special manufacture or procurement from outside sources, to procure the required components.
 - The Company will be reimbursed for any loss or damage to its facilities on the customer's premise resulting from intentional destruction or negligence of the customer.

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BY: Joel Dohmeier, Vice-President

PUBLIC SERVICE Of KENTUCKY

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

2. USE AND CARE OF COMPANY FACILITIES (Cont'd)

- E. Service Interruptions
 - The Company cannot guarantee the uninterrupted working of its services and facilities. The Company will make reasonable effort to notify customers of any known service interruptions.
 - 2) The Company will make reasonable effort to re-establish service within the shortest possible time when service interruptions occur. In the event of national emergency or local disaster resulting in disruption of service, the Company will give priority based on instructions or requests from duly authorized emergency agencies.
 - 3 When there is a general interruption of service lasting 24 hours or more, which is not due to the negligence or willful act of the customer or force majeure; a prorated credit for all monthly recurring services based on the number of days that portion of the service is rendered useless or inoperative will be provided to the Customer.
- F. <u>Telephone Numbers</u>
 - 1) The customer has no property right in telephone numbers or any right to the establishment of continuous service through any particular central office.
 - 2) The Company reserves the right to, and may at its sole discretion; change either the customer's telephone number, the central office associated with such number, or both, as may be required for the proper conduct of its business in compliance with state and/or federal requirements, and not as an accommodation to another customers..

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Kentucky

PSC 2 Section B

First Revised Sheet 9 Cancels Original Sheet 9

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

3. USE OF SERVICE

A. <u>General</u>

- Service is furnished for use by the customer as long as the following conditions do not exist:
 - a). When there is danger to company facilities, company employees, or to other customers; service;
 - b) When service is used for any unlawful purpose presented by:
 - (1) A government law enforcement agency, acting within its jurisdiction, advises the Company that such service is being used or will be used unlawfully or for an unlawful purpose, or
 - (2) A court order; or
 - (3) A regulatory authority order; or
 - (4) The Company having other information, which reasonably causes it to believe that such service is being used or will be used unlawfully or for an unlawful purpose.
 - c) When a customer uses equipment in a manner that adversely affects the company's equipment, or interferes with another customer's service, or prevents another person from using the service, or otherwise impairs the quality of service to other customers.
 - d) When a customer tampers with company facilities.
 - e) When service is not obtained fraudulently or without authorization or is used in a fraudulent manner or with malicious intent.
 - f) When a customer does not complies with the terms and conditions of the Company or with contractual obligations.
 - g) When a customer does not allow the Company reasonable access to its equipment and property for the purpose of installation, maintenance, repair, and upgrades.
- If any of the above conditions exist, the Company may refuse to furnish service to an applicant or may disconnect the service of a customer.
- The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.
- B. Resale

The resale of any local service provided by the Company is not permitted except as provided elsewhere in this tariff or as specifically authorized by the Company.

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

3. USE OF SERVICE (cont'd)

- C. Customer Responsibility
 - The customer subscribing to telephone service is responsible for its use and for the payment of all charges in connection therewith, and shall exercise such control as may be necessary to insure that it is not improperly used.
 - 2) The customer or authorized user may not rearrange, disconnect, remove or attempt to repair any company provided facilities except upon the written consent of the Company. The customer agrees to notify the Company at least 90 days in advance to request rearrangement of Company's facilities located on the customer's premises. The customer may be charged for such changes.
 - 3) The customer shall be responsible for damages to facilities of the Company caused by the negligence or willful act of the customer or authorized user.
 - 4) The customer will be solely responsible for any loss or damage, or for any impairment or failure of the service, arising from or in connection with the use of customer-premise equipment or facilities.
 - 5) The Company does not monitor recordings of telephone conversations between its subscribers and other end-users or the use of automatic recording devices. Any customer recording telephone conversations or using automatic recording devices is responsible for the proper use and for adhering to the regulations governing such use.
- D. Customer Provided Equipment and Inside Wire
 - The customer shall be responsible for the installation, operation, or maintenance of any customer-provided equipment and inside wire. The customer-premises equipment and inside wire would be connected to the general exchange network facilities of the Company by means of suitable connecting arrangements.
 - 2) Any customer-premises equipment connected to the Company's facilities shall not interfere with any of the services offered by the Company.
 - 3) The use of customer-premises equipment shall not
 - a) endanger the safety of the Company employees or the public
 - b) damage, require changes, or alter the equipment or facilities of the Company
 - c) interfere with the proper functioning of such equipment or facilities
 - d) impair the operation of the telecommunications system
 - e) injure the public in its use of the Company's services

ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018

BY: Joel Dohmeier, Vice-President

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(C)

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

3. USE OF SERVICE (cont'd)

- D. Customer Provided Equipment and Inside Wire (cont'd)
 - 4) Upon notice from the Company that the customer-premises equipment is causing or is likely to cause hazard or interference, the customer shall make the necessary change(s) to remove or prevent such hazard or interference or be subject to temporary discontinuance of service as long as the condition exists.
 - 5) Except as otherwise provided in this tariff, nothing herein shall be construed to permit the use of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.
 - 6) Customer Premises Equipment is not to be used for performing any part of the work of transmitting, delivering or collecting any messages where any toll or consideration has been or is to be paid any party other than the Telephone Company, without the written consent of the Telephone Company. Customers, who furnish telephone service to guests or patients, may recover billed charges of the Telephone Company for local and toll messages placed by guests or patients.

E. Change in Responsibility or Occupancy

- 1) At least 3 working days advance notice must be provided to the Company to discontinue service or to change occupancy or to change account responsibility.
- 2) The customer whose service is being rendered shall be responsible for all Company services provided and/or consumed up to the scheduled date of service discontinuance.
- 3) Existing service may be transferred for a new subscriber only if the former subscriber consents and an agreement acceptable to the Company is made to pay all outstanding charges against the service.
- 4) Change of responsibility on an account shall occur only in those cases where both parties previously shared service or when it is mutually agreed upon and acceptable to the Company.

F. <u>Customer Complaints</u>

- 1) When there is a customer complaint, the Company will do the following:
 - Promptly investigate each customer complaint it receives;
 - b) Report the findings of the investigation to the customer within a reasonable time;
 - c) Make a good faith effort to resolve the complaint within a reasonable time dependent on the urgency of the complaint; and
 - d) Retain a record of the compliant for 2 year. and in accordance with state rules.
 - e) The Company will inform the customer of the right to appeal the results of the investigation with the appropriate regulatory authority.

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BY: Joel Dohmeier, Vice-President

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

3. USE OF SERVICE (cont'd)

- G. Company Liability
 - The Company is not responsible for the actions of one end-user customer upon another end-user customer. Such actions will be left for the legal authorities to handle.
 - 2) The Company shall be indemnified and saved harmless by the customer or customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the customer; and against all other claims arising out of any act of omission of the customer in connection with the facilities provided by the Company.
 - 3) The Company is not liable for damages for any accident, injury, or death from its facilities and apparatus when such accident, injury, or death is not due to the negligence of the Company.
 - 4) When suitable arrangements can be made, the Company will connect with other companies to provide service outside the local exchange area. The Company is not liable, for the operations of other companies with which its facilities are connected in order to provide service to the customer.
 - 5) The Company's liability, if any, with respect to any other claims or suits by a Customer or by any others for damages associated with the installation, provision, termination, maintenance, repair, or restoration of service, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may other-wise be due the Customer under this Tariff as an allowance for interruptions.
 - 6) The Company is not liable for any defacement or damage to the customer's premises or claims for infringement of patents arising or resulting from the furnishing of service or the attachment of its equipment and associated wiring furnished by the Company on such premises.
 - 7) The Company shall not be responsible to the customer or otherwise if changes in the criteria or in any of the facilities, operations or procedures of the Company render any customer provided facilities obsolete or require modification or alteration of such facilities or otherwise affect its use or performance.

ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018

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BY: Joel Dohmeier, Vice-President

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

3. USE OF SERVICE (cont'd)

- G. Company Liability (cont'd)
 - 8) The customer indemnifies and saves the Company harmless against any accident, injury or death caused through the use of telephone apparatus which fail to meet the dielectric requirements as established by the Company when such apparatus is provided by the customer. The Company has the right of refusing to, or ceasing to, render telephone service to a customer if at any time any of the telephones, appliances, lines or apparatus on the customer's premises shall be considered unsafe by Company personnel, or if the use of the service shall be prohibited by or forbidden under any law, ordinance or regulation.
 - 9) The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion to use of E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including but not limited to, the identification of the telephone number, address or name associated with the telephone used by persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the customer, its user, agencies or municipalities, or the employees or agents of any one of them.
 - 10) Under no circumstances shall the Company or its officers, directors, employees or agents have any liability to the county, a person placing an emergency call on the system or to any other person or entity for any loss, damage, injury or liability which they may suffer, sustain, incur or become subject to, arising out of, based upon or resulting from any negligence on the part of the telco or its officers, directors, employees or agents in preparing or furnishing, or any delay in preparing or furnishing any E911 listings and/or updates to the county and/or in responding to an emergency call, including but not limited to any death or bodily injury or any direct, indirect, incidental, special, consequential or other damages.
 - 11) The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, 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.
 - 12) The Company shall not be liable for damages or statutory penalties in any cases where a claim is not presented in writing within thirty days after the alleged delinquency occurs.

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ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018 Arel P. Johnson

BY: Joel Dohmeier, Vice-President

RECEIVED 9/10/2018 PUBLIC SERVICE COMMISSION OF KENTUCKY

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PSC 2

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

4. CUSTOMER BILLING AND PAYMENTS

A. General

- Charges for service commence when the service is installed and connection is made, whether used or not.
- The Company will collect from the customer the prevailing amount of taxes, surcharges, and other imposed fees upon them by local, state, or federal governments and regulatory authorities.
- All service connection charges, recurring monthly charges, taxes, surcharges, fees, etc. will be billed in one month in advance. All long distance per message and per minute charges (if applicable) will be billed in arrears.
- Charges for a fractional part of a month are prorated and computed on the basis of a 30day month.
- 5) Bills to customers will be rendered monthly and will contain a clear listing of charges.
- 6) The customer is responsibility for all charges in conjunction with the services furnished including originating toll calls and accepted collect calls at the customer's access line. Failure to receive bills or notices which have been properly sent shall not prevent such bills from becoming delinquent nor relieve the customer of the obligations therein.
- 7) Customers will not be held responsible for the nonpayment of another customer's bill unless the customer superseded the service or was a co-applicant or guarantor for the service of the nonpaid account.
- 8) Bills are due when rendered unless otherwise specified and are payable to the Company or to any agency duly authorized to receive such payments.
- 9) The Company will not bill the customer for delinquency in payments by a previous occupant of the premises other than a member of the same household residing at the same premises.

B. Overtime Work or Work Performed Outside Regular Working Hours

Unless specified elsewhere in this tariff, the rates and charges contemplate that all work for installations, moves or changes of service, equipment, facilities, or instrumentalities is performed during regular business hours. If the customer requests the work to be performed during non-business hours or the time allowed is insufficient to permit completion during regular business hours or the customer interrupts work once it's begun, the customer may be required to bear any additional costs incurred.

ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018 Ord, P. Plinner

BY: Joel Dohmeier, Vice-President

9/10/2018 PUBLIC SERVICE COMMISSION OF KENTUCKY

PSC 2

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

4. CUSTOMER BILLING AND PAYMENTS (Cont'd)

C. Promotions

From time-to-time, the Company, may offer temporary price reductions on monthly charges or waive non-recurring charges to promote certain services.

D. Notice of Service Changes and Rate Increases

The Company will follow the applicable rules for notifying customers of service changes and rate increases.

E. Electronic Billing

Customers may elect to view and pay their monthly telephone bill electronically via the Internet. The bill will include a summary of the current charges as well as totals by section/service. Customers who choose this option will stop receiving paper bills after two months. They may choose to resume receiving paper bills at any time without incurring a service charge.

F. Billing Errors and Adjustments

- If the Company determines that the character of use of a service is not in accordance with the class of service contracted for, the Company may require the customer to contract for the proper class of service and retroactively bill for the appropriate class of service.
- 2) When billing errors are brought to the attention of the Company, the Company will provide retroactive billing adjustments to customers as follows:
 - a) Over billed: The Company will provide either a credit applied to the next available bill or a reimbursement for charges that were over billed to the customer, including any applicable taxes, surcharges, etc. from the preceding 2 years that the billing error had occurred, unless customer obtained service thru fraud, theft or deception.
 - b) Under billed: The Company will add the additional charges that were under billed or missing, including any applicable taxes, surcharges, etc. from the preceding 2 years that the billing error had occurred to the customer's next available bill. The Company may provide an option to pay the additional charges in equal monthly installments not to exceed 2 months.

ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018

Joel P. Dolemen

BY: Joel Dohmeier, Vice-President

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS 4. <u>CUSTOMER BILLING AND PAYMENTS</u> (Cont'd)

- G. Billing Disputes
 - 1) Unless the Company receives a dispute within 60 days of the bill date, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer.
 - 2) When a customer disputes a charge or charges on the bill, in no way does this relieve the customer from obligation of paying the undisputed charges.
 - 3) The Company will do the following:
 - a) Promptly investigate each customer complaint it receives;
 - b) Report the findings of the investigation to the customer within a reasonable time;
 - c) Make a good faith effort to resolve the complaint within a reasonable time dependent on the urgency of the complaint; and
 - d) Retain a record of the complaint for 2 year.
 - e) The Company will inform the customer of the right to appeal the results of the investigation with the appropriate regulatory authority.
 - 4) If the results of the Company investigation indicate the customer is obligated to pay, the customer shall submit payment within five (5) working days to the Company or its duly authorized agents for the disputed amounts. Failure to make full payment shall be grounds for termination of service.
 - 5) If the results of the Company investigation indicate the Company is obligated to credit the customer for any portion of the disputed bill, the Company will apply the appropriate adjustment on next available bill.
- H. Late Payment Charge
 - 1) A Late Payment charge applies to all past due balances. Late Payment charges will not apply to previous Late Payment charges or other unpaid penalty charges.
 - 2) Customers with a past due balance that sign up for electronic payments will receive a one-time waiver of the late payment charge.
 - 3) Final collection procedures and temporary disconnection of service are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of the customer. Notice of intention to pay late will not avoid this charge.

|) | Charges Per M | | Per Month | onth | |
|---|---------------|-------------|------------------------|------|--|
| | a) | Residential | \$12.00 ⁽¹⁾ | (I) | |
| | b) | Business | 1.5% | | |

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6/21/2024

PUBLIC SERVICE COMMISSION

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⁽¹⁾ This rate will be effective on the Company's July bill cycle date.

ISSUED: June 21, 2024 EFFECTIVE: July 1, 2024

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BY: Andrew Petersen, Vice-President

PSC 2

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

4. CUSTOMER BILLING AND PAYMENTS (Cont'd)

1. Non-Sufficient Funds (NSF) Charge

> A charge of \$10.00 per incident will be assessed when a customer's payment for service becomes dishonored, is not valid, or is rejected.

Service Restoration J.

> The Company will restore service that has been temporarily disconnected for non-payment upon payment of all applicable charges including a Reconnect for Non-Payment Charge. Service that has been fully disconnected will be restored upon payment of applicable charges and on the basis of a new application.

- **Deferred Payment Arrangements** K.
 - 1) A Deferred Payment Agreement is available to residential customers unable to pay an outstanding bill in full. The Company will negotiate and accept a reasonable, mutually agreed upon payment plan in accordance with the state's Administrative Regulations, not to exceed 6 months.
 - 2) No finance charges apply.
 - Any payment made by a customer in compliance with a Deferred Payment 3) Agreement will be applied to payment of the previous outstanding bill with any remainder credited to the current bill.
 - 4) If a customer fails to fulfill the terms of a Deferred Payment Agreement, the Company shall have the right to disconnect service upon at least five (5) calendar days written notice and under such circumstances the Company shall not be required to offer subsequent negotiation of a Deferred Payment Agreement prior to disconnection.
- **Contractual Service Arrangements** L.
 - 1) The Company may offer unique Contract Service Arrangements for services not available through this tariff or for deviations to the rates or conditions for services contained in this tariff.
 - 2 Unless specified differently in the contract, the regulations listed in this tariff will apply.
 - 3) Specific rates, charges, and terms may be provided at a Company standard or developed on a non-discriminatory individual case basis.

(M) Material previously shown on Sheet 16 of this Section

ISSUED: October 15, 2019 EFFECTIVE: November 16, 2019

BY: Joel Dohmeier, Vice-President

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

5. TERMINATION OF SERVICE

A. <u>Termination By the Customer</u>

A customer terminating service must notify the Company prior to the termination date, and is responsible for the payment of all charges incurred up to the termination date.

- B. Termination By the Company For Cause
 - Except in case of danger to life or property, no disconnection shall be accomplished on Saturdays, Sundays, legal holidays, or on any other day in which the Company cannot reestablish service on the same or following day.
 - 2) The Company may terminate service to a customer *without* providing a written notice in the following instances:
 - a) When there is existence of immediate danger or a condition that is hazardous to life, physical safety, or property.⁽¹⁾
 - b) When a customer uses equipment in such manner as to adversely affect the company's equipment or the company's service to others.
 - c) When a customer tampers with company facilities.
 - d) When there is knowledge that the service is being or will be used for unlawful purposes, or upon order by any court, the Commission, or any other duly authorized public authority.
 - e) Obtains service fraudulently or without authorization or uses services and/or facilities for fraudulent purposes such as, but not limited to, avoiding payment.⁽²⁾
 - f) Engages in unauthorized resale of equipment or service
 - 3) The Company may either temporarily deny service or terminate service to a customer after the Company provides (10 days) written notice to the customer to comply with the violation listed below, but the customer does not comply:
 - a) Fails to provide the Company reasonable access to its equipment and property.
 - Fails to comply with the terms and conditions of service offerings and/or violation of Commission rules.
 - c) Fails to comply with contractual obligations.
- (1) Company must notify customer immediately in writing following termination.
- (2) Company must notify customer within 24 hours of termination.

ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018

BY: Joel Dohmeier, Vice-President

9/10/2018 PUBLIC SERVICE COMMISSION OF KENTUCKY

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PSC 2 Section B First Revised Sheet 19 **Cancels Original Sheet 19**

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

5. TERMINATION OF SERVICE (Cont'd)

- C. **Disconnect for Non-Payment**
 - 1) When a customer does not pay an entire bill by the due date, excluding charges that are in the process of being disputed, or made payment that was rejected for insufficient funds, the Company will temporally disconnect service and send a written notice regarding full disconnect. To avoid termination of service, a customer must pay all charges due including Non-Sufficient Funds charge, Late Payment Fee plus any applicable Reconnection charges or negotiate a Deferred Payment Arrangement within 5 days after the date of the written notice and not prior to 20 days after the main date on the original unpaid Bill.
 - The Company may attempt to make at least one telephone call to the customer prior to 2) disconnecting service.
 - If the customer does not pay the entire bill or contact the company to make payment 3) arrangements by the termination date, service will be fully terminated. Any payment received after service has been fully terminated, will be considered a new application for service and installation charges may apply.
 - Partial Payments: 4)

The Company may terminate service, other than basic service, when a customer pays less than the entire bill, excluding charges that are in the process of being disputed, after the Company provides the required written notice. To avoid termination of service, other than basic service, a customer must pay all charges due or negotiate a Deferred Payment Arrangement within 5 days after the date of the written notice.

- D. **Contract Termination**
 - Unless specified elsewhere, contracts for service or facilities may not be terminated except 1) upon advance notice, written or verbal, to the Telephone Company, at which time all unpaid charges or guarantees for the period the service or facilities have been furnished plus all applicable minimum and termination charges are due and payable, or a deferred Payment Plan has been mutually agreed upon.
 - 2) The customer is required to pay only the charges for the period during which service or facilities have been furnished. Minimum or termination charges will not apply when the use of the service or facilities is terminated because of the condemnation, destruction, or damage or property by fire or other cause beyond the control of the customer which renders the premises unfit for occupancy.
- E. Medical Emergency

The Company will postpone disconnecting local exchange residential service for 30 days for nonpayment, if the customer submits certification from a qualified medical professional, who is licensed to practice in the state, stating that disconnection would create a life threatening situation for the customer or other permanent resident of the customer's household.

ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018

BY: Joel Dohmeier, Vice-President

PUBLIC SERVICE COMMISSION OF KENTUCKY

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9/10/2018

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

- 5. TERMINATION OF SERVICE (Cont'd)
 - F. Prohibitions Against Disconnection
 - 1) Service may not be refused because of a delinquent account if the customer or applicant agrees to a Deferred Payment Agreement.

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ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018

BY: Joel Dohmeier, Vice-President

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LEWISPORT TELEPHONE COMPANY Kentucky Section B First Revised Sheet 21 Cancels Original Sheet 21

PSC 2

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

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BY: Joel Donnieier, Vice-President

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9/10/2018

Section B Second Revised Sheet 22 Cancels First Revised Sheet 22

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

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COMMISSION

OF KENTUCKY

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ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018

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BY: Joel Dohmeier, Vice-President

PSC 2 Section B First Revised Sheet 23 Cancels Original Sheet 23

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

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BY: Joel Dohmeier, Vice-President

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PSC 2 Section B First Revised Sheet 24 Cancels Original Sheet 24

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

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ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018 Chel P. Pulmur

BY: Joel Dohmeier, Vice-President

PUBLIC SERVICE

OF KENTUCKY

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Section B Fourth Revised Sheet 25 Cancels Third Revised Sheet 25

PSC 2

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

RESERVED FOR FUTURE USE

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ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018

Joel P. Polimers

BY: Joel Donneier, Vice-President



9/10/2018

PUBLIC SERVICE COMMISSION OF KENTUCKY

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

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BY: Joel Dohmeier, Vice-President

9/10/2018

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Section B First Revised Sheet 27 Cancels Original Sheet 27

GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

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BY: Joel Dohmeier, Vice-President

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Section B Third Revised Sheet 28 Cancels Second Revised Sheet 28

PSC 2

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

RESERVED FOR FUTURE USE

ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018 Jul P. Dumun

BY: Joel Dohrheier, Vice-President



9/10/2018

PUBLIC SERVICE COMMISSION OF KENTUCKY

LEWISPORT TELEPHONE COMPANY Kentucky

Section B Fifth Revised Sheet 29 Cancels Fourth Revised Sheet 29

PSC 2

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

RESERVED FOR FUTURE USE

ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018

BY: Joel Dohmeier, Vice-President



PUBLIC SERVICE COMMISSION OF KENTUCKY

LEWISPORT TELEPHONE COMPANY

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Second Revised Sheet 30 Cancels First Revised Sheet 30

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GENERAL PROVISIONING OF SERVICE TERMS AND CONDITIONS

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ISSUED: September 10, 2018 EFFECTIVE: October 1, 2018 July 1. Journey

BY: Joel Dohmeier, Vice-President

LEWISPORT TELEPHONE COMPANY

Maps

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ISSUED: September 26, 2013 EFFECTIVE: September 27, 2013

BY:

Joel Dohmeier, Vice President

9/26/2013 PUBLIC SERVICE

TARIFF BRANCH

COMMISSION OF KENTUCKY
LEWISPORT TELEPHONE COMPANY Kentucky PSC 2 Section C Second Revised Sheet 2 Cancels First Revised Sheet 2

LOCAL EXCHANGE SERVICE

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Joel Dohmeier, Vice President

TARIFF BRANCH **RECEIVED** 9/26/2013 PUBLIC SERVICE COMMISSION OF KENTUCKY

LEWISPORT TELEPHONE COMPANY

LOCAL EXCHANGE SERVICE

- C.1 LOCAL EXCHANGE SERVICE RATES
- C.1.1 Definitions
- C.1.1 Network Access Charge

The recurring monthly charge for residential or business service that accounts for network services through the protector. This covers the Company's cost for bringing the entire national network to the local premise.

- C.1.2 Monthly exchange service rates as authorized by the Kentucky Public Service Commission.
 - 1. Monthly Exchange rates for:

Lewisport

| Residence | \$ 10.65 |
|--------------------------|----------|
| Business | \$ 21.40 |
| Key Trunk w/ Rotary Hunt | \$ 29.50 |
| PBX Line | \$ 30.80 |

Effective July 2, 2003 the Touchtone rate will be included in the monthly exchange rate. Customers who do not subscribe to Touchtone at that time will be grandfathered and receive a monthly credit of \$1.50.

2. The rates specified herein, entitle subscribers to an unlimited number of messages to all parties as identified in the Toll Free Calling Areas identified below.

Exchange

Lewisport

Toll Free Calling Areas

Lewisport Hawesville PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 1 1 2003

PURSUANT TO 807 KAR 5:011 SECTION 9 (1) anas le Doren EXECUTIVE DIRECTOR

ISSUED: August 11, 2003

EFFECTIVE: September 11, 2003

BY: Paul E. Pederson, Vice President

(I)

LEWISPORT TELEPHONE COMPANY

LOCAL EXCHANGE SERVICE TARIFF

C.1.2 <u>MONTHLY EXCHANGE SERVICE RATES (as authorized by the Kentucky Public</u> <u>Service Commission)</u> (Continued)

2.1 Pursuant to KPSC Administrative Case No. 333, a monthly surcharge shall be imposed on all local exchange access lines. For purposes of application of this surcharge, access lines are defined as facilities which provide access to and from the telecommunications network for toll services and for local calling with the exception of Public Coin, WATS, Remote Call Forwarding, Radio Common Carriers, InterLATA Foreign Exchange Lines, Private Line Services, Mobile, Other common carriers and Official Telephone Company Accounts. The Commission has determined the amount of the surcharge will be \$0.01 (one cent) per access line, per month, however, this amount is subject to change by the Commission to meet the needs of providing Telecommunications Relay Services for the hearing and/or speech impaired persons in Kentucky. Pursuant to KPSC administrative Case No. 352, a monthly surcharge for the Telecommunications Access Program (TAP) shall be imposed as above at the rate of \$0.02 (two cents). Both these surcharges shall be combined into one rate and appear as a separate line item on the customer's bill and shall read, "TRS/TAP SURCHARGE."

C.2 MAPS

Maps which indicate and define the exchange and base rate area limits of the respective exchanges are filed with the Kentucky Public Service Commission as part of the Certificate of Public Convenience and Necessity granted by the Kentucky Public Service Commission and are also filed in Section Y of this tariff.

| | KENTUCKY PUBLIC SERVICE COMMISSION |
|---|---|
| | Gwen R. Pinson Executive Director |
| | Shwen R. Punson |
| ISSUED: November 30, 2017 EFFECTIVE: January 1, 2018 | EFFECTIVE 1/1/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1) |
| BY: Joel Donneier, Vice-President | |

LEWISPORT TELEPHONE COMPANY

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LOCAL EXCHANGE SERVICE

C.3

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C.4.1 SHARED TENANT SERVICE OFFERINGS

- 1. General
 - a. In general, Basic Local Exchange Service is furnished for the exclusive use of the subscriber, and the subscriber's family, guests, employees, agents, or representatives. Resale of Basic Local Exchange Service is permitted only under the specific conditions described in this Tariff. For the purpose of this Tariff section, "sharing" of Basic Local Exchange Service is considered synonymous with "resale" of Basic Local Exchange Service.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

APR 1 5 1997

PURSUANT TO 807 KAR 5.011. SECTION 9 (1) BY <u>Phyllis Farmin</u> DIRECTOR (RATES & RESEARCH DIV

EFFECTIVE: April 15, 1997

ISSUED: February 28, 1997

BY: Michael A. Pandow, President

Lewisport Telephone Company

PSC 2 Section C Original Sheet 5

LOCAL EXCHANGE SERVICE

C.4.1 <u>SHARED TENANT SERVICE OFFERINGS (Continued)</u>

1. General (Continued)

b. When in judgement of the Company it is deemed necessary or when the projected number of clients is five or more, the customer must apply in writing to resell exchange services provided by the Company and may be required to submit layout maps defining the intended geographic resale area and anticipated development plan in terms of new or existing buildings.

All rates and charges in connection with the resale operation and all repairs and rearrangements being and including the reseller's communication system will be the responsibility of the reseller (customer of record) owner. The reseller will be the single point of contact for all shared tenant services provided in the resale service area. Customers who choose to obtain service directly from the Company may subscriber to any local exchange service available.

Nothing in this Tariff section impairs the Company's franchise or ability to operate in the state. This Tariff is not intended, nor does it, enfranchise or certify the recipients of this service as a telecommunications company.

> PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

> > MAR 1 1994

EFFECELIASEANT HOBOT KAR 5:0194 SECTION 9 (1) BY: <u>Longer Helle</u> PUBLIC SERVICE COMMISSION MANAGER

ISSUED: March 1, 1994

BY: Donald R. Brown, President

Lewisport Telephone Company

PSC 2 Section C Original Sheet 6

LOCAL EXCHANGE SERVICE

C.4.1 <u>SHARED TENANT SERVICE OFFERINGS (Continued)</u>

- 1. General (Continued)
 - c. Resale is permitted where facilities permit and within the confines of specifically identified continuous property areas under the control of a single owner or within a common development with a single name identity, such as multi-tenant office buildings, apartment complexes, and office and industrial parks. Areas designed for resale may be intersected or transversing thoroughfare. If the designated resale service is located within the confines of more than one exchange boundary, the serving central office will be determined by the Company. A resale service area may be served by only one central office.
 - d. The premises definition as applies to resale of Basic Local Exchange Service is a resale area as defined by layout maps if appropriate.
 - e. Private line services may be provided to tenants of resellers under the rules and regulations specified in this Tariff and the Private Line Services tariff. Resellers may obtain private lines for security purposes such as fire, burglary, etc.
 - f. Private interconnection of resale service areas within one exchange local calling area and LATA is prohibited. Tie Lines are restricted to the private use of a single resale client and cannot be used to access Local Exchange Service via Sharing and Resale trunks or lines.

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MAR 1 1994 EFFECTIVE: March 1, 1994 PURSUANT TO 807 KAR 5:011, SECTION 9 (1) BY: <u>Harristelle</u> PUBLIC SERVICE COMMISSION MANAGER

ISSUED: March 1, 1994 BY: Donald R. Brown, President

Lewisport Telephone Company

PSC 2 Section C Original Sheet 7

LOCAL EXCHANGE SERVICE

SHARED TENANT SERVICE OFFERINGS (Continued) C.4.1

- 1. General (Continued)
 - All other rules and regulations specified in other α. sections of this Tariff will apply.
- 2. Regulations and Application of Rates
 - Resale of Basic Local Exchange Service is a. available on a business flat rate basis. Other business services will be provided at the rates specified in other sections of this Tariff.
 - The client of the reseller is defined as a b. different business, firm, corporation, company, subsidiary, association, associated or a residence. Listings for Shared Tenant Service Clients may be obtained under the conditions and rates specified in this Tariff. Charges and Listings will not be separately billed.
 - The service establishment charge shown in D.4.4, c. applies for all resale service applications processed under this Tariff and is in addition to all other applicable nonrecurring and recurring charges.
 - Whether the tenants included in a resale service d. area are residence or business, such tenants may be served by the reseller and the same business rates specified in this and other tariffs will apply to the reseller.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

EFFECTIVE: March 1, 1994

PURSUANT TO 807 KAR 5:011.

ISSUED: March 1, 1994

Donald R. Brown, President BY:

SECTION 9 (1) George falle

BY: PUBLIC SERVICE COMMISSION MANAGER

Lewisport Telephone Company

PSC 2 Section C Original Sheet 8

LOCAL EXCHANGE SERVICE

C.4.1 <u>SHARED TENANT SERVICE OFFERINGS (Continued)</u>

- 2. Regulations and Application of Rates (Continued)
 - The minimum period of service is 36 months with a e. Service Cancellation Fee (SCF) applicable at the date of termination based on the exchange rates in The Service Cancellation Fee is reduced effect. by 1/36 per month and will be an amount equal to the business rates being billed at the time of termination. A nine month notice is required prior to termination of service by the reseller. If a nine month notice is not received, the reseller will be required to continue to provide service until the Company can provide individual access facilities. But in no case this requirement extend beyond the nine months from the date the notice of termination is received.
 - f. When a subscriber located within the designated resale area wishes to be directly served by the Company on a non-resale basis, or when Lewisport Telephone Company or customer provided Coin Telephone Service is to be provided in the resale service area, the owner/dealer will bear the responsibility for and cost of providing premises access for such service. The owner/developer will make either cable pairs or their equivalents available, or provide facility support (conduit or poles) access to the Company at no charge for provision of these services.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011. EFFECTIVE: MECTION D (1)1994 BY: Ungenerally PUBLIC SERVICE COMMISSION MANACEP

ISSUED: March 1, 1994

BY: Donald R. Brown, President

Lewisport Telephone Company

PSC 2 Section C Original Sheet 9

LOCAL EXCHANGE SERVICE

C.4.1 <u>SHARED TENANT SERVICE OFFERINGS (Continued)</u>

- 2. Regulations and Application of Rates (Continued)
 - The Company will provide facilities to the first g. point (demarcation/network interface) on the reseller's premises which, in judgement of the Company is suitable for the location of a network interface. The most economical route from existing network distribution facilities will generally determine the approach used in establishing the point-of-demarcation. The customer may designate an alternate approach route for entrance facilities at additional construction charges as specified in this Tariff. The Company will extend the point-of-demarcation to any point designated by the reseller inside his premises at the charges specified in this Tariff. Route selection and location of point-of-demarcation must be in compliance with regulations set forth in other sections of this Tariff and F.C.C. Part 68.
 - h. All usual and applicable Service Charges and Installation Charges as appropriately indicated in this and other Tariffs apply to the activation, move or change of lines within the sharing and resale offering.
 - i. Suspension of service as described in this Tariff is not applicable to this service.
 - j. Transfer of service responsibility between resellers is permitted and will not change the initial service establishment date used to calculate the SCF identified in this section. PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

| | MAR 1 199/ |
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| | EFFECTIVE: March 1, 1994 |
| resident | PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: |
| | PUBLIC SERVICE COMMISSION MANAGER |

ISSUED: March 1, 1994

BY: Donald R. Brown, Pres

Lewisport Telephone Company.

PSC: 2

Section: C

First Revised Sheet: 10

LOCAL EXCHANGE SERVICE

Each

C.4.2 RATES

a. Service Establishment Charge

Nonrecurring Charge

(1) Per Application

\$30.00

C.5. EMPLOYEE TELEPHONE SERVICE

C.5.1. General

The Telephone Concession Service policy shall apply to all TDS TELECOM Regular Full-Time employees Regular Part-Time employees, retirees and employees on long-term disability who reside in the service territory of our operating telephone companies.

C.5.2. Eligibility

 Regular Full-Time employees receive telephone concession at 100% of the eligible expenses. (Regular full-time employees work a scheduled work sheet of 40 hours or more for a period of indefinite duration.)

PUBLIC SERVICE COMMISSION.
OF KENTUCKY
EFFECTIVERegular Part-Time employees receive telephone
concession at 75% of the eligible expenses.
(Regular part-time employees work a scheduled work
week of at least 30 hours per week, every week, and
generally less than 40 hour per week, for a time
period of indefinite duration.)

PURSUANT TO 807 KAR 5:011. SECTION 9 (1) C. BY: <u>Quadan C. Mail</u> FOR THE PUBLIC SERVICE COMMISSION d.

By:

Retired employees will receive telephone concession at 100% of the eligible expenses.

Employees on Long-term Disability will continue to receive telephone concession at the rate they were before the disability.

Effective: December 2, 1995

(N)

| Issued: | November | 2, | 1995 | |
|---------|----------|----|------|--|
| | | | | |

G. R. Barnes, Vice President

(N)

Lewisport Telephone Company.

PSC: 2

Section: C

Original Sheet: 11

LOCAL EXCHANGE SERVICE

C.5. <u>EMPLOYEE TELEPHONE SERVICE</u> (Continued)

C.5.3. Program Coverage

The following items will be covered:

- Basic Residential Service (one line)
- Custom Calling Features
 - Touch tone charges
- End user charges interstate and intrastate
- E-911
- Dual party relay surcharge
- Advanced Calling Services

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011. SECTION 9 (1) BY: <u>Gordan C. Heel</u> FOR THE PUBLIC SERVICE COMMISSION

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ISSUED: November 1, 1995

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LOCAL EXCHANGE SERVICE

C.6 EXTENDED LOCAL CALLING SERVICE

C.6.1 General

Extended Local Calling Service provides one-way, local calling for all customers located in the Lewisport exchange of the Lewisport Telephone Company to South Central Bell's Cloverport, Ensor, Maceo, Owensboro and Whitesville exchanges. This is an optional, measured-rate plan.

C.6.2 Regulations

- 1. Extended Local Calling Service is provided to all classes of business and residence service.
- 2. Extended Local Calling Service applies only to direct dialed station-tostation calls. Operator assisted calls and calling card calls are not included in this plan.
- 3. Paystation Service offered in Section G.1 of this tariff is included in this plan. Payphone Service Providers will be charged the rates as specified in Section C.6.4 for calls, terminating to the Cloverport, Ensor, Maceo, Owensboro and Whitesville exchanges, that are made from payphones located in the Lewisport exchange.
- 4. For calls that are made to Call Forwarded lines, the customer pays the appropriate usage rate for the duration of the call from the originating number to the called number. The customer of the Call Forwarding service pays any applicable usage rate from the called number to the terminating location of the call.
- 5. Calls placed from an off-premises extension of an access line will be billed as if the local calls had been placed from the primary service location.
- 6. Extended Local Calling Service provides residence and business customers with measured-rate calling based on minutes-of-use. The rates specified in C.6.4. following, will be assessed on each minute or fraction thereof rounded to the next higher minute on all originating calls.

7. The chargeable time will be rate sensitive to reach specific rate period. When the call spans two rate periods, both rates will apply.

MAR 1 6 1999

PURSUANT TO 807 KAR 5:011,

ISSUED: January 15, 1999

BY: Stephant BU SECRETABLY OF THE COMMISSION (C)

By: Michael A. Pandow, President

LEWISPORT TELEPHONE COMPANY Kentucky

LOCAL EXCHANGE SERVICE

C.6 EXTENDED LOCAL CALLING SERVICE (Continued)

- C.6.2 Regulations (Continued)
 - Chargeable time is started when the called party answers or when the (M) caller is connected to automatic answering services, (i.e., automatic answer/record equipment, voice mail, or an answering service). (M)
 - 9. Chargeable time ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
 - 10. Chargeable time does not include time lost because of faults or defects in the service.
 - 11. All charges assessed under this plan are in addition to Local Exchange line rates.
 - 12. All per minute rates will be billed in arrears.
 - 13. Time of day discounts will apply as noted in C.6.4. following.
 - 14. Customers will automatically receive message detailed billing.
 - 15. Business customer designation includes Individual, Multiline, Key, PBX, and CENTREX customers.
- C.6.3 Exchange Listing

Calls originating in the Lewisport exchange and terminating in the exchanges of Cloverport, Ensor, Maceo, Owensboro and Whitesville will be included as part of this expanded calling plan.

PUBLIC SERVICE COMMISSION OF KENTUCKY (C)

MAR 16 1999

PURSUART TO 807 KAR 5011, SECTION 9 (1) BY: SHORAD BUU SECRETARY OF THE COMMUNIC

(M) - Material previously appeared on Sheet 12 of Section C.

ISSUED: January 15, 1999

Effective: March 16, 1999

By: Michael A. Pandow, President

LOCAL EXCHANGE SERVICE

C.6 EXTENDED LOCAL CALLING SERVICE (Continued)

C.6.4 Rates

| 1. | The following measured service rates are in addition to the applicable rates for Local Exchange Service as specified in Section C.1 and apply to calls completed to the exchanges listed in Paragraph C.6.3 | | (M) |
|----|---|------------------|------------|
| 2. | Holidays include Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4), Labor Day and Thanksgiving Day. | | (M) |
| 3. | Monday thru Friday | Per Minute Rate | (T) |
| | DAY Calling - (8:00 a.m. to, but not including 5:00 p.m.) EVENING Calling - (5:00 p.m. to, but not including 11:00 p.m.) | \$0.08 \$0.04 | (R) (R) |
| | NIGHT Calling - (11:00 p.m. to, but not including 8:00 a.m.) | \$0.02 | (R) |

4. Saturdays, Sundays and Holidays

| | Per Minute Rate | |
|---|-----------------|-----|
| EVENING Calling - (8:00 a.m. to, but not including 11:00 p.m.) | \$0.04 | (R) |

NIGHT Calling -

(11:00 p.m. to, but not including 8:00 a.m.)

PUBLIC SERVICE COMMISSION OF KENTUCKY

MAR 16 1999

PURSUANT TO 807 KAR 5011, SECTION 9 (1) BY: <u>Station()</u> <u>BLL4</u> SECRETARY OF THE COMMISSIO

(M) - Material previously appeared on Sheet 13 of Section C.

ISSUED: January 15, 1999

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LEWISPORT TELEPHONE COMPANY Kentucky Section C Fourth Revised Sheet 15 Cancels Third Revised Sheet 15

PSC 2

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LOCAL EXCHANGE SERVICE

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TARIFF BRANCH RECEI VE 9/26/2013 PUBLIC SERVICE COMMISSION OF KENTUCKY

ISSUED: September 26, 2013 EFFECTIVE: September 27, 2013

BY: men Joel Dohmeier, Vice President

LEWISPORT TELEPHONE COMPANY

Kentucky

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LOCAL EXCHANGE SERVICE

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Kentucky

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Umers BY:

Joel Dohmeier, Vice President

LEWISPORT TELEPHONE COMPANY

Kentucky

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Jumer BY:_ Joel Dohmeier, Vige President

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LOCAL EXCHANGE SERVICE

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limen BY: Joel Dohmeier Vice President



LEWISPORT TELEPHONE COMPANY Kentucky PSC 2 Section C First Revised Sheet 20 Cancels Original Sheet 20

LOCAL EXCHANGE SERVICE

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LEWISPORT TELEPHONE COMPANY Kentucky PSC 2 Section C First Revised Sheet 21 Cancels Original Sheet 21

LOCAL EXCHANGE SERVICE

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BY: <u>Joel Dohmeier Vice President</u>



LEWISPORT TELEPHONE COMPANY Kentucky PSC 2 Section C First Revised Sheet 22 Cancels Original Sheet 22

LOCAL EXCHANGE SERVICE

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ISSUED: September 26, 2013 EFFECTIVE: September 27, 2013

BY: Arel P. Polimen

Joel Dohmeier, Vice President

TARIFF BRANCH RECEIVED 9/26/2013 PUBLIC SERVICE COMMISSION OF KENTUCKY

LEWISPORT TELEPHONE COMPANY Kentucky PSC 2 Section C Second Revised Sheet 23 Cancels First Revised Sheet 23

LOCAL EXCHANGE SERVICE

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BY: _____ Arel P. Polimun



LEWISPORT TELEPHONE COMPANY Kentucky Section D Second Revised Sheet 1 Cancels First Revised Sheet 1

PSC 2

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SERVICE CONNECTION CHARGES

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| | | | |



LEWISPORT TELEPHONE COMPANY Kentucky PSC 2 Section D Second Revised Sheet 2 Cancels First Revised Sheet 2

SERVICE CONNECTION CHARGES

D.1 GENERAL

 Service Connection Charges are non-recurring charges for work performed by the Telephone Company in connection with customer-initiated requests for voice (T) services. They apply to ordering, connecting, moving, or changing of voice (T) services.

D.2 SERVICE DESCRIPTIONS

- <u>Service Order Charge</u> Initial: Initial Service Order charge applies to Company representative's time required to (T) establish a new customer into the billing system.
- Service Order Charge Subsequent: Subsequent Service Order charge applies to Company representative's time (T) required to make changes to already established billing records due to a (T) customer's service request.
- <u>Central Office Work Charge</u>: (T) Central Office Work charge applies to Company representative's time required in making changes in the switch or with central office systems and equipment at the request of the customer. Work would include, but is not limited to establishment of service, adding lines, adding features, changing a telephone number, and moves.
- 4. Line Connection Charge:

A Line Connection charge would apply to Company representative's time working on the line between the central office and up to the pedestal, or the demarcation point such as the network interface device (NID) or Optical Network Terminal (ONT); or on a circuit between premises traversing company distribution plant.

5. Premise Visit Charge:

A premise visit charge applies for a Company vehicle deployment when a (C) company representative is required to install lines or isolate trouble at the request of the customer. Also see Conditions and Limitations number 6. (C)

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ISSUED: September 25, 2017 EFFECTIVE: October 25, 2017

BY: Joel Dommeier, Vice President

9/25/2017 PUBLIC SERVICE COMMISSION OF KENTUCKY

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Kentucky

Section D Third Revised Sheet 3 Cancels Second Revised Sheet 3

PSC 2

SERVICE CONNECTION CHARGES

D.2 SERVICE DESCRIPTIONS - CONTINUED

6. Reconnect for Non Payment:

This charge applies to work performed by the telephone company to reestablish service that has been disconnected for non-payment and where satisfactory arrangements were not made prior to the preparation of the disconnect.

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D.3 CONDITIONS AND LIMITATIONS

- 1. Service Connection Charges contemplate work performed by the Telephone Company during normal work hours. Additional charges may apply to work performed outside of normal work hours at the request of the customer
- 2. Service Connection Charges are in addition to recurring rates and any other charges applying for voice services subscribed to by the customers. They may apply in addition to special installation charges, or construction charges as are set forth in other sections of this tariff.
- 3. Service connection charges are non-refundable unless the order is cancelled before work is begun or unless specified elsewhere in the Company's tariff.
- 4. One Service Order Charge (Initial or Subsequent) applies for all services requested at one time for the same customer at the same premises.
- 5. The charges in this tariff do not include work related to the installation or repair of customer owned equipment or inside wiring.
- 6. A Line Connection and a Premises Visit will apply to service trouble that is determined to be in customer-provided equipment or inside wire, and the customer does not subscribe to Inside Wire Maintenance.
- 7. The Company may waive Service Connection Charges from time-to-time as part of a promotion for new or existing products and services. The promotion will be for a limited period of time.

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BY: Joel Donmeier, Vice President

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LEWISPORT TELEPHONE COMPANY Kentucky

SERVICE CONNECTION CHARGES

D.3 CONDITIONS AND LIMITATIONS - Continued

- <u>Service Connection Charge Waiver</u> Residential customers returning to TDS Telecom service will receive a waiver of all installation charges. In order to receive the waiver, customers must not have any outstanding charges from the Company.
- 7. Service Connection Charges DO NOT Apply to the following situations:
 - a. When a change is made and initiated by the Company, for the convenience of the Company, such as a change in grade of service, change in customer's telephone number, of in changes of service and facilities for continuation of satisfactory service.
 - b. Changes stemming from Company errors or to normal repair and maintenance performed on general voice service and associated equipment.
 - c. When voice service is re-established at a secondary location immediately following the rendering of a customer's primary location as unfit for occupancy, due to fire, flood, etc. At the option of the Company, a different telephone number may be used.
 - d. Termination of total service or removal of a service or feature unless specified elsewhere in the tariff.
 - e. Adding or changing custom calling services, advanced calling services,
 - f. When a name is legally changed
 - g. Suspension of service requested by the customer and subsequent re-connect to full service.

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BY: Joel Dommeier, Vice President

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LEWISPORT TELEPHONE COMPANY Kentucky

PSC 2 Section D Second Revised Sheet 5 Cancels First Revised Sheet 5

SERVICE CONNECTION CHARGES

D.3 CONDITIONS AND LIMITATIONS - Continued

- 7. Service Connection Charges DO NOT Apply to the following situations: *(Continued)*
 - i. A change from listed telephone service to non-listed or non-published telephone service and for additional directory listings.

(C)

(C)

j.When a product or service has its own specific Service Connection Charges listed. (N)



LEWISPORT TELEPHONE COMPANY Kentucky

PSC 2 Section D Fourth Revised Sheet 6 Cancels Third Revised Sheet 6

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SERVICE CONNECTION CHARGES

D.4 RATES

Non-Recurring Rates

| | | Residential | Business |
|----------|---|--------------------|-----------------|
| 1. | Initial Service Order | \$12.40 | \$18.80 |
| 2. 3. | Subsequent Service Order Central Office Work | 5.00 15.20 | 5.00 19.20 |
| 4. | Line Connection | 22.00 | 24.60 |
| 6. 7. | Reconnect for Non Payment Premise Visit | 22.40 10.00 | 22.40 10.00 |



LEWISPORT TELEPHONE COMPANY

Kentucky

PSC 2 Section D First Revised Sheet 7 **Cancels Original Sheet 7**

SERVICE CONNECTION CHARGES

Reserved for Future Use

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ISSUED: February 26, 2016 EFFECTIVE: March 25, 2016

LEWISPORT TELEPHONE COMPANY Kentucky PSC 2 Section D Eighth Revised Sheet 8 Cancels Seventh Revised Sheet 8

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SERVICE CONNECTION CHARGES

D.5 **PROMOTIONS**

The Company may offer, subject to letter notification to the Commission, special promotions of new or existing services or products for limited periods. The Company will file a written notice for each promotion with the Commission with a copy to the Public Staff 14 days prior to the beginning of the promotional period. These promotions will be offered on a completely non-discriminatory basis with each subscriber in the classification of service and area for which the promotion is offered having equal opportunity for participation, subject to the availability of products, services and facilities.



ISSUED: February 26, 2016 EFFECTIVE: March 25, 2016

Grel P. Polimen

LEWISPORT TELEPHONE COMPANY

PSC 2 Section E

First Revised Sheet 1

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Sheet No.

CONSTRUCTION CHARGES

| (T) |
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| | CONSTRUCTION CHARGES | 2-13 | (C) |
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ISSUED: October 3, 2014 EFFECTIVE: October 10, 2014

LEWISPORT TELEPHONE COMPANY

PSC 2 Section E First Revised Sheet 2 Canceling Original Sheet 2

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10/3/2014

PUBLIC SERVICE COMMISSION

OF KENTUCKY

CONSTRUCTION CHARGES

l <u>General</u>

- A. Construction charges are non-recurring charges applicable under certain conditions or for extending company facilities in order to provide telecommunications services. These charges are in addition to applicable charges for the class of service furnished, service connection charges, charges for moves and changes, and other charges that may be applicable.
- B. Reasonable rates and charges for the provision of telecommunications services involve consideration of the costs and degree of risk associated with the provision of the services. Some situations may involve substantial extra cost or risk to the Company, such as, but not limited to the following:
 - 1) the facilities may be temporary;
 - 2) facilities are ordered in advance of actual Applicant demand for service;
 - 3) unusual costs are involved in furnishing the service;
 - 4) the cost of providing service may involve considerable investment to extend facilities beyond existing facilities:

II. Definitions

- A. <u>Advance in Aid of Construction</u>: Funds provided to the Company by the applicant under the terms of a construction agreement, which may be refundable.
- B. <u>Applicant</u>: A person, business or agency applying for telecommunications services for a location that currently does not have facilities established. This would include developers.
- C. <u>Application</u>: A request to the Company for telecommunications services. This does not include an inquiry as to the availability or charges for such services.
- D. <u>Contribution in Aid of Construction</u>: Funds provided to the Company by the applicant under the terms of a construction agreement or construction tariff which are not refundable.
- E. <u>Construction Allowance</u>: The portion of new construction and facilities provided at no charge.
- F. <u>Cost</u>: Costs associated with the construction of new facilities include, but are not limited to, engineering, labor, materials, equipment, government fees and charges, right-of-ways, road crossings, road boring, trenching, etc.
- G. <u>Developer</u>: An Applicant who is responsible for requesting placement and subsequent payment of telecommunications services in a new area for permanent residential and/or business telecommunications services prior to, or in conjunction with, a request for telecommunications services by a customer located in that new area. The new area to be developed is defined as a tract of land which is divided or proposed to be divided into 5 or more lots, parcels, or units.

ISSUED: October 3, 2014 EFFECTIVE: October 10, 2014

LEWISPORT TELEPHONE COMPANY

PSC 2 Section E First Revised Sheet 3 Canceling Original Sheet 3

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II. **Definitions**: (continued)

- H. <u>Easement</u>: A right given to another person or entity to trespass upon land that person or entity does not own. Easements are used for roads, private property, etc. given to utility companies for the right to bury cables or access utility lines.
- I. <u>Group Application/Group Project</u>: A request for telecommunications services to 4 or less premises which are located one-half mile or less between each other by individuals who wish to establish telecommunications services at the same time.
- J. <u>Line Extension</u>: Company outside plant that is required to extend Company facilities and service beyond the existing facilities of the Company
- K. <u>New Construction</u>: The placement of those additional facilities required to extend telecommunications services from the nearest existing working facility within the wire center to the Applicant(s) premises.
- L. <u>Permanent Service</u>: Service provided at a premises that has a permanent foundation and connections to basic utilities such as water, gas, and electricity.
- M. <u>Right of Way:</u> Legal access to land not owned by the Company for the purpose of digging trenches, laying cable or planting poles.
- N. <u>Service Drop</u>: Service conductor six pair or smaller delivering service to the customer premise from the service provider's last network access point.
- O. <u>Special Construction</u>: When an Applicant(s) requests specific and/or unusual plant, equipment, or services to be installed.
- P. <u>Temporary Service</u>: Service to premises or enterprises which are temporary in character, or where it is known in advance that the service will be a limited duration. Service which, in the opinion of the Company, is for operations of a speculative character is also considered temporary service.

III. Extension of Telephone Facilities

- A. General
 - 1. The provisions of this section apply only to requests for the extension of basic local exchange service to applicants, who in the Company's judgment, will be permanent customers of the Company. Provisions for Temporary Service and Seasonal Service are listed elsewhere in this tariff.
 - 2. The Company will determine the location and type of facilities required to provide the quantity and class of service, and to meet quality of service standards unless other arrangements have been agreed upon.

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III. Extension of Telephone Facilities (continued)

- A. <u>General</u> (continued)
 - New construction is based on actual route and average conditions that will enable the Company to extend service to Applicant(s) at a reasonable cost without adding an undue burden to the general body of existing customers.
 - 2. Where new construction is required, the Company will consult with other utilities to minimize construction costs (e.g., sharing trenches, poles, etc.).
 - 3. The Company will construct, own, and maintain outside plant facilities using standard specifications, engineering, design, and materials, unless other arrangements have been agreed upon.
 - 4. Reinforcement of existing physical plant will be provided at the Company's expense except where facilities on private property are provided by the Applicant(s).
 - 5. Upon request by an Applicant for service; the Company will provide, without charge, a preliminary sketch and rough estimate of the construction costs to be paid by the applicant(s)
 - 6. Any construction performed by the Applicant must be authorized and approved by the Company.
 - 7. The Company must receive a Service Order or signed agreement plus payment of any agreed upon Construction Charges before construction begins.
 - 8. The start and completion time will depend on when the Company can coordinate for joint engineering and construction with other utilities; and obtain the material, labor and facilities necessary to complete the new construction.
 - An Applicant(s) ordering service at more than one premise is treated as separate applications at each premise.

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III <u>Extension of Telephone Facilities</u> (Continued)

B. Specific to Single Applicants and Group Applicants/Projects

- 1. A single Applicant's request may be combined with another Applicant or added to a Group Applicant/Project when there is one-half mile or less of construction between Applicants and/or the grouping results in lower charges (or no increase in construction charges) for all Applicants involved.
- 2. When the Company receives a group application or project for telecommunications services, any applicable construction charges for shared facilities will be divided between the Applicants.
- 3. If an Applicant disconnects service, no refund or adjustment is made to the Construction Charge applicable to the Applicant's premises regardless of any future reconnection of basic telephone service by the Applicant or upon connection of telephone service to a new applicant. Upon disconnect, any outstanding construction charge amounts become due and payable immediately. Charges to remaining Group Applicants will not be affected by disconnects.



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III Extension of Telephone Facilities (Continued)

- C. Specific to Land Developments
 - 1. The cost and provisioning of facilities covered by one LDA cannot be used for subsequent developments unless provided so in a subsequent LDA.
 - 2. The Developer, at its own cost, provide the Company with a copy of the recorded development plot identifying property boundaries, and with easements satisfactory to the utility for occupancy and maintenance of distribution and service lines and related facilities.
 - 3. Rights-of-way and easements suitable to the utility must be furnished by the developer at no cost to the Company and in reasonable time to meet service requirements.
 - 4. No underground communication facilities shall be installed by a Company until the final grades have been established and furnished to the Company. In addition, the easement strips, alleys and streets must be graded to within six inches of final grade by the developer before the Company will commence construction. Such clearance and grading must be maintained by the developer during construction by the Company.
 - 5. Regardless of who provides the facilities, the Developer holding title to the property will grant and convey to the Company all necessary non-exclusive easements. The easements will provide for the Company to construct, reconstruct, augment, operate, maintain and remove such telecommunications facilities, and appurtenances, from time to time, as the Company may require upon, over, under and across the property.
 - 6. The width and length of the easement will be determined at the time of the request for facilities. In general, all easements will be a standard width of ten feet along the front and rear lot lines and five feet wide along both sides of the lot lines, unless otherwise agreed upon.
 - 7. If, subsequent to construction, the clearance or grade is changed in such a way as to require relocation of any facilities, the cost of such relocation shall be borne by the developer or subsequent owners.
 - 8. The developer shall provide the trenching backfill (including any imported backfill required), compaction, repaving, and any earthwork required to install underground facilities all in accordance with the reasonable specifications and schedules of other utilities in the same area when feasible. At its option, if the Company's cost is equal to or less than that which the developer would otherwise have to bear, the Company may elect at the developer's expense to perform the activities necessary to fulfill the developer's responsibility hereunder.

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III Extension of Telephone Facilities (Continued)

- C. <u>Specific to Land Developments</u> (continued)
 - 9. When developer is required to provide a trench for other underground facilities, the Company shall use common trench as long as the Company's design layout, easement specification, routing and scheduling requirements can be met, unless otherwise agreed upon by Company and Developer in writing or as otherwise established by the Commission.
 - 10. The Developer will allow the Company to inspect the trenching provided by the Developer, and allow for phased inspection of trenching.
- D. Specific to Cluster and Mobile Homes Developments.
 - 1. Legally sufficient easement must be made available to the Company to accommodate the placing and maintaining of the common communications serving facilities. The surface of the easement area must be brought to final grade prior to the installation of buried or underground telecommunications facilities.
 - 2. A trailer stake (a T shaped stake) must be installed by the Developer at the back side on the mobile homes between every two mobile home parking lots for the purpose of attaching the network interface device (NID) or protector, on the outside of the mobile home unless the Company approves some other arrangement. In no case will the Company provide service when the protector/NID is attached to the mobile home.
 - 3. A Construction Allowance will only be provided to mobile homes located on a permanent pad or foundation. When the mobile home is not mounted on a permanent pad or foundation, such service is considered temporary.
- E. <u>Construction Allowance</u>

The following Construction Allowances apply to residential line extensions:

1. Each Applicant with an active service order request will be provided with a one-time construction allowance per premises up to 1000 feet with a maximum of 300 feet on private property.

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IV Applicant Provided Facilities and Construction

- A. General
 - 1. With the approval of the Company, an Applicant(s) may be allowed to engineer, design, furnish and install facilities some or all of the construction and/or materials in lieu of a paying some or all of the Construction Charges.
 - 2. The Company and the Applicant will enter into a written agreement for the provision of the requested facilities. The agreement will delineate the Company's responsibilities, the Applicant(s) responsibilities, the associated construction costs, allowances and Construction Charges. For Developers, this information can be included in the Land Development Agreement.
 - 3. The Applicant must use the same quality and quantity of materials and methods utilized by the Company for the construction unless the Company has provided written authorization to the Applicant, approving other materials and/or construction.
 - 4. The Applicant must allow the Company to inspect the plans, material, placement of the facilities, and perform conformance testing. The Applicant will inform the Company at least seven working days prior to the construction of facilities by the Applicant so that the Company can schedule its representative to inspect the plans, material and placement of facilities.
 - 5. A Company Representative must be on site when cable is being plowed or if cable is placed in a trench, the trench must be left open until the Company Representative has inspected and approved the installation.
 - 6. All review and inspection work provided by the Company will be charged to the Applicant at the Company's rates for such work.
- B. Specific to Single or Group Applicants
 - The applicant(s) must meet the following specific criteria for any work done in public rights-of-way prior to receiving Company approval:
 - Signed liability agreement holding the Company harmless for any action taken as a result of said construction activities;
 - Company specified insurance requirements;
 - Bonded to cover workmanship and damage;
 - Public and Personal Safety Standards; and,
 - Approval of appropriate governing bodies.

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IV Applicant Provided Facilities and Construction (continued)

- C. Specific to a Developer
 - 1. The Developer must use standard Company specifications in engineering and designing the placement of facilities.
 - 2. The Developer must secure all material.
 - 3. The Developer must provide labor to place the facilities within the development and extend facilities from the closest existing telecommunications facilities of the Company to the development.
 - 4. The Developer must submit job prints, material list, and reimbursable cost amount to the Company for approval prior to the construction of the facilities. The Developer's plans must include trench and backfill plans, specifications, schedules, and coordination of inspection schedules. All permits, rights-ofway and easements shall have been secured and recorded as necessary.
 - 5. Once work is complete and the Company has inspected and conformance tested the facilities, the Developer will transfer ownership of all telephone facilities placed, along with their attendant easements, to the Company. Prior to the transfer, all costs for the facilities and work shall have been paid in full. The transfer will be free and clear of any and all liens and encumbrances, and shall be accompanied by an indemnification holding the Company harmless from all claims arising from the purchase and placement of the telephone facilities.



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V Agreements & Charges

- A. Any applicant for service requesting the Company to prepare detailed plans, specifications, or cost estimates may be required to provide a deposit to the Company for an amount equal to the estimated cost of preparation. The estimate will be valid for 90 days after presentation to the applicant(s) unless the Company extends the date. If the applicant authorizes the Company to proceed with the construction of new facilities, the deposit will be credited to the cost; otherwise the deposit shall be nonrefundable.
- B. A Land Development Agreement (LDA) signed by both the Company and the Developer s required. The Company will provide the Developer with a copy of the signed agreement.
- C. A written agreement or contract signed by both the Company and the Applicant, (M) other than a Developer, is required. The Company will provide the Applicant with a copy of the signed written agreement or contract.
- D. The Company will provide the Applicant(s) the estimated construction charges to be paid by the Applicant(s) in writing. The estimated construction charges will be good for thirty days after the Company provides a bill to the Applicant(s).
- E. Construction Charges will be associated with the premises for which they were established rather than the Applicant(s). Credit for Construction Charges may not be transferred from one premises to another.
- F. With the approval of the Company and at the option of the Company, arrangements may be made for the payment of the Construction Charge for a single Applicant or a group of Applicants in monthly installments over a reasonable period, generally, not to exceed one year. Failure of an Applicant(s) to make monthly installments of Construction Charge may result in suspension or termination of telephone service. All unpaid installments become due upon termination of service.

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(M) Material now shown on sheet 13 of this Section

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V Agreements and Charges (continued)

- G. Additional construction charges may apply based on actual costs for such items as, but not limited to:
 - 1. Extraordinary construction, maintenance or replacement of current facilities;
 - 2. Overtime work at the Applicant's request'
 - 3. Special installation, equipment and assembly no normally provided;
 - 4. Easements & Right of Way
 - 5. Trenching and backfill
- H. Receipt of the Applicant(s) payment(s) by the Company for the Applicant's required construction charges will be considered an application for service and the date to move forward with the construction of the new facilities.
- I. If the Applicant's share of the actual cost to provide new service exceeds the Applicant's estimated costs to provide new service, the Applicant may be responsible for additional Construction Charge. If the Applicant's share of the actual Construction Charge is less than the estimated Construction Charge, the Company may provide a refund, or credit for excess amount to the Applicant.
- J. The Company will determine whether any Aid-To-Construction is required. The amount and detail of the payment or refund for the Aid-to-Construction will be provided in the LDA.
- K. Any refunds of Aid to Construction will be non-interest bearing. In no case will any refund exceed the original amount of Aid to Construction.
- L. If the Applicant cancels service prior to construction beginning, a charge will not be assessed. If the Applicant cancels service after construction begins, a charge equal to the costs incurred will be assessed and due immediately.

VI Other Types of Construction or Special Conditions

A. Special Types of Construction or Unusual Conditions

Additional Construction Charges may apply to the following situations:

- 1. Where a special type of construction is desired by an Applicant or a specific route for extensions is requested to meet an Applicant's special requirements and where the construction or route so requested differs from the normal standards of the Company and is not legally required by ordinance, covenant, tract restriction or otherwise.
- 2. Where existing aerial facilities are requested to be relocated underground in an area where the Company would not, except for such request, relocate its facilities underground.
- 3. Where, at the request of the Applicant, the Company constructs a greater quantity of facilities than the Company would otherwise construct or normally utilize.
- Where construction of facilities is required to meet unusual conditions such as (but not limited to) providing service in hazardous and/or inaccessible locations.

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VI Other Types of Construction or Special Conditions (continued)

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- B. Temporary Construction or Seasonal Service
 - 1. Where construction is required to provide service on a temporary basis, the Applicant will be required to pay a Construction Charge equal to the estimated cost of installing and removing the temporary facilities, less estimated salvage at the time of removal. In the event the facilities are reusable for providing permanent service without rearrangement or modification, at the time the temporary service is disconnected, a portion of the Construction Charge assessed may be refunded, depending upon the circumstances in each case. Removal of facilities will be at the option of the Company, if installation of the temporary facilities was made to permanent standards and permanent easements were granted.
 - 2. Where construction is required to provide service on a seasonal basis, or meet other unusual demands, additional construction charges may be assessed on a case-by-case basis.
- C. Relocation and Rearrangement of Existing Facilities

When the Company is requested to relocate or rearrange existing facilities for which no specific charge is quoted in this tariff, the customer requesting such relocation or rearrangement may be required to bear the costs incurred with the request.

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VI Other Types of Construction or Special Conditions (continued)

- D. Special Services and Facilities
 - Special services and facilities, not ordinarily used in the furnishing of service and not otherwise mentioned in, or provided for or contemplated by the tariff of the Company, may be furnished or leased pursuant to special contact for such special service or facility for such period as may be agreed upon, provided such special service of facility does not interfere with the telephone service furnished by the Company.
 - 2. In the event any such service or facility or the use made thereof interferes with, or the facilities used in furnishing such special service or facility are needed for the furnishing of telephone service by the Company, it may terminate such contract and cease to furnish such special service and facility after thirty days written notice to the customer and provided further that the Public Service Commission may terminate such contract whenever, in its opinion, public interest required such termination.

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(M) Material previously shown on Sheet 10 of this Section

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