PSC KY TARIFF NO. 3

Competitive Local Exchange Tariff

Original Cover Sheet

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO END–USER COMMUNICATION SERVICES WITHIN THE COMMONWEALTH OF KENTUCKY

West Kentucky Rural Telephone Coop. Corp. Inc. 237 North 8th Street P.O. Box 649 Mayfield, KY 42066-0649

RATES, RULES AND REGULATIONS FOR FURNISHING NETWORK TRANSMISSION SERVICE (INCLUDING DIGITAL CHANNELS) BETWEEN FIXED POINTS IN THE COMMONWEALTH OF KENTUCKY.

This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

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PSC KY TARIFF NO. 3

Competitive Local Exchange Tariff

Original Sheet No. 1

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Original Sheet No. 2

TARIFF FORMAT

- A. <u>Sheet Numbering</u> Sheet numbers appear in the upper right comer of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. <u>Sheet Revision Numbers</u> Revision numbers also appear in the upper right comer of each page. These numbers are used to determine the most current sheet version on file. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.

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Original Sheet No. 3

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated and shall appear in the right margin of the sheet:

- C To signify changed regulation.
- D To signify discontinued rate, regulation, or condition.
- I To signify increased rate.
- K To signify that material has been transferred to another sheet or place in the tariff.
- M To signify that material has been transferred from another sheet or place in the tariff.
- N To signify new rate, regulation, condition or sheet.
- R To signify reduced rate.
- T To signify a change in, text for clarification, but no change in rate or regulation.

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Original Sheet No. 4

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive intrastate end-user communications services West Kentucky Rural Telephone Coop. Corp. Inc., hereinafter referred to as the Company, to customers within the Commonwealth of Kentucky.

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Original Sheet No. 5

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

Concurring Carriers:

None

Connecting Carriers:

None

Other Participating Carriers:

None

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

<u>Access Line</u>: Denotes the line between the service Central Office and the demarcation point at the Subscriber's premises.

<u>Account:</u> A Company accounting category containing one or more residential local exchange access lines billed to the same Customer at the same address.

Advance Payment: Part or all of a payment required before the start of service.

Applicant: A person, firm, partnership, corporation, etc., requesting service from the Company.

<u>Authorized User:</u> A person, firm or entity other than the customer who may communicate over the services of the customer.

<u>Billing Cycle:</u> The frequency with which Customer bills are rendered. Customer bills are typically generated once each month. For purposes of billing, a month is considered to consist of thirty days.

<u>Business Service</u>: Telecommunications service provided a customer where the use is primarily or substantially of a business, professional, institutional or otherwise occupational nature.

<u>Call:</u> An attempted or completed communication.

<u>Cancellation Charge:</u> A charge under certain conditions when an application for service is cancelled prior to the completion of work involved.

Central Office Line: See "Exchange Line"

<u>Class of Service:</u> A description of telephone service furnished to a subscriber that describes the nature of the service provided. Such description may include the character of the service (residential or business), billing type (flat or usage variable), dialing method, etc.

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DEFINITIONS (Cont'd)

Commission: The Kentucky Public Service Commission.

Company: West Kentucky Rural Telephone Coop. Corp. Inc., the issuer of this tariff.

<u>Connecting Company</u>: A telephone company operating one or more exchanges and with which telecommunications services are interchanged.

<u>Contract</u>: The arrangement between the customer and Company whereby services and facilities are provided pursuant to the applicable provisions of the Tariff.

<u>Cost:</u> Refers to total material, contractor and labor expenses, including supervision and other overhead expenses, associated with specific work activities performed by the Company.

<u>Customer</u> or <u>Subscriber</u>: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

<u>Customer-Provided or Premise Equipment or Terminal Equipment</u>: Devices, apparatus, accessories, and their associated wiring provided by the customer that are connected pursuant to the terms of this Tariff with the Company's network and comply with FCC rules.

<u>Demarcation Point:</u> The point at which the Company's facilities end and customer owned and / or maintained facilities begin.

<u>Drop Wire:</u> Wires used to connect the circuits of open wire, aerial or underground distribution facilities to the point where connection is made with the inside wiring.

<u>Exchange</u>: A determination established by the telephone utility for the administration of telecommunications service within a specific area to which a rate schedule applies.

Exchange Line: See "Network Access Line".

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DEFINITIONS (Cont'd)

<u>Exchange Service</u>: 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 intercommunications, 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.

Exchange Service Area: The territory served by an exchange within which local telephone service is furnished at applicable exchange rates.

Extended Area Service: A type of telephone service whereby customers of a given exchange may complete or receive calls without the application of long distance message charges, pursuant to tariff(s).

<u>Facilities:</u> All property, means, and instruments owned, operated, leased, licensed, used, furnished, or supplied for, by or in connection with the rendition of telephone service.

<u>Initial Service Period</u>: The minimum length of time for which a customer is obligated to pay for service, facilities, and equipment.

<u>Installation Charge:</u> A separate, non-recurring charge applied for the provision of service in addition to service connection charges.

Interexchange Carrier IXC: See Long Distance provider.

Local Calling Area: An area within which telecommunications service is furnished under a specific schedule without long distance charges.

<u>Local Exchange Service</u>: Telecommunications service provided within local exchange service areas in accordance with the tariffs.

Local Message: A completed call between customer locations within the same exchange or local calling area.

<u>Long Distance Message Service</u>: The furnishing of facilities for telecommunication between persons in different local service areas in accordance with the regulations and system of charges specified in this tariff

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DEFINITIONS (Cont'd)

Long Distance Provider: A long distance telecommunications services provider, also known as IXC or Interexchange Carrier.

Message: A communication between two stations.

<u>Minimum Contract Period</u>: The minimum length of time for which a customer is obligated to pay for a service or facilities regardless of whether or not the service is retained by the customer for that minimum length of time.

<u>Monthly Recurring Charges:</u> The monthly charges paid by the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

<u>Network Access Line:</u> A central office or exchange line, less instruments, to provide access to the local and national telecommunications network.

<u>New Subscriber</u>: Applicants having no basic monthly service or those subscribers changing service premises.

<u>Non-Listed Telephone</u>: 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.

<u>Non-Published Telephone</u>: A subscriber who has the telephone number listing omitted from both the telephone directory and directory assistance records at the customer's request.

<u>Recurring Charges:</u> The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

<u>Residential Service</u>: Service furnished to customers where the actual or obvious use is for domestic purposes.

<u>Service Commencement Date</u>: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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DEFINITIONS (Cont'd)

<u>Service Order</u>: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

<u>Subscriber</u>: 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.

<u>Suspension of Service</u>: 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.

<u>Tariff:</u> The rates, charges, rules and regulations adopted and filed by the Company and accepted by the Kentucky Public Service Commission.

<u>Temporary Disconnection</u>: An arrangement whereby service is discontinued or suspended without terminating the contract or removing the telephone equipment.

<u>Temporary Service</u>: For the purpose of distinguishing between permanent and temporary service, temporary service is "any" service provided by the company that (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.

<u>Termination Charge:</u> A charge that applies for the discontinuance of an item of service or equipment prior to the expiration of the initial service period.

<u>User or End User</u>: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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REGULATIONS (Cont'd)

2.1 <u>Application of Tariff</u>

The General Rules and Regulations contained in this Section apply to the service and facilities provided by the Company in the Commonwealth of Kentucky. These General Rules and Regulations are in addition to those contained in other state and federal tariffs that the Company may either issue or concur in.

The regulations covering the connection of equipment, accessories or facilities provided and maintained by the customer are contained in other sections of this tariff.

- 1. In the event of a conflict between any rate, rule, regulation or provision contained in this tariff and any rate, rule, regulation or provision contained in the tariffs of Companies' in which the Company concurs, the rate, rule, regulation or provision contained in this tariff shall prevail.
- 2. This Tariff cancels and supersedes all other tariffs of the Company issued and effective prior to the effective date shown on the individual sheets of this tariff.
- 3. Should there be any conflict between this Tariff and the General Rules and Regulations of the Public Service Commission of Kentucky (the Commission), the Commission's rules shall apply unless otherwise established by the courts.
- 4. When service and facilities are provided in part by the Company and in part by other connecting companies, the regulations of the Company apply to the portion of the service or facilities furnished by the Company.
- 5. Failure on the part of the customer to observe these General Rules and Regulations after due notice of such failure, gives the Company the right to discontinue service to that customer.

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REGULATIONS (Cont'd)

2.2 Availability of Equipment or Facilities

- 1. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required of the sole discretion of the Company.
- 2. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 3. The economical operation of the telephone business, for the benefit of the all customers of the Company and to the business itself may require changes in the wire center and base rate area boundaries. The rates for service furnished to customers affected when such changes take place will be recalculated based on the application of the approved tariff methods of applying charges and the customer will be informed of any increase or decrease in rates at the time of the change.

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REGULATIONS (Cont'd)

2.3 <u>Undertaking of the Company</u>

2.3.1 General

- 1. The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and /or two-way information transmission between points within the Commonwealth of Kentucky.
- 2. The Company will not transmit messages, but offers the use of its facilities, when available, and will not be liable for errors in the transmission or for failure to establish connections.
- 3. Where the Company transmits messages through the Kentucky Relay Center, the Company shall not be liable for errors in translating, transmitting, receiving, or delivering messages by telephone, TDD or any other instrumentality over the facilities of the Company, connecting utilities or through the Kentucky Relay Center, in the absence of gross negligence or willful misconduct.
- 4. Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services and facilities provided hereunder. The Company assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

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REGULATIONS (Cont'd)

2.3 <u>Undertaking of the Company</u> (Cont'd)

2.3.2 Liability of the Company

- 1. The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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REGULATIONS (Cont'd)

- 2.3 <u>Undertaking of the Company</u> (Cont'd)
 - 2.3.2 Liability of the Company (Cont'd)
 - 3. The Company shall not be liable for any act or omission of any entity furnishing to the Company nor to the Company's customer facilities or equipment used for or with the services the Company offers.
 - 4. The Company shall not be liable for any damages or losses due to the fault or negligence of the customer or due to the failure or malfunction of customer-provided equipment or facilities.

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REGULATIONS (Cont'd)

- 2.3 <u>Undertaking of the Company</u> (Cont'd)
 - 2.3.2 <u>Liability of the Company</u> (Cont'd)
 - 5. The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
 - 6. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than sixty days after the alleged delinquency occurred.
 - 7. The Company is not liable for any defacement of or damage to the premises of a subscriber resulting from the furnishing of service or the attachment, installation or removal of instruments, apparatus and associated wiring furnished by the Company when defacement or damage is not the result of negligence of employees of the Company.
 - 8. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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REGULATIONS (Cont'd)

2.3 <u>Undertaking of the Company</u> (Cont'd)

2.3.3 Provision of Equipment and Facilities

- 1. The Company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
- 2. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the customer. The customer may not, nor may the customer permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 3. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the customer.
- 4. Equipment and facilities furnished by the Company are the property of the Company.

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REGULATIONS (Cont'd)

2.3 <u>Undertaking of the Company</u> (Cont'd)

2.3.3 Provision of Equipment and Facilities (Cont'd)

- 5. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (a) the transmission of signals by Customer–provided equipment or for the quality of, or defects in, such transmission or
 - (b) the reception of signals by Customer–provided equipment.

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REGULATIONS (Cont'd)

2.3 <u>Undertaking of the Company</u> (Cont'd)

2.3.4 Equipment in Explosive Atmosphere

- 1. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the subscriber or others, caused or claims to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- 2. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- 3. The subscriber shall furnish, install and maintain sealed conduit with explosion proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company injury or damage to Company employees or property might result from installation or maintenance by the Company.

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REGULATIONS (Cont'd)

2.4 <u>Obligations of the Customer</u>

2.4.1 <u>Responsibilities of the Customer</u>

The Customer shall be responsible for:

- 1. The payment of all applicable charges pursuant to this tariff, regardless of whether such charges are associated with the customer's own usage or that of users authorized by the customer. For purposes of this tariff, authorization includes any user with access to the premises housing the customer's service.
- 2. Reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

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REGULATIONS (Cont'd)

- 2.4 <u>Obligations of the Customer</u> (Cont'd)
 - 2.4.1 <u>Responsibilities of the Customer</u> (Cont'd)
 - 3. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the customer from the cable building entrance or property line to the location of the equipment space described in Section 2.5.11. Any and all costs associated with obtaining and maintaining the rights–of–way described herein, including the costs of altering the structure to permit installation of the Company–provided facilities, shall be borne entirely by, or may be charged by the Company to, the customer. The Company may require the customer to demonstrate its compliance with this section prior to accepting an order for service;
 - 4. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing

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REGULATIONS (Cont'd)

2.4 <u>Obligations of the Customer</u> (Cont'd)

- 2.4.1 <u>Responsibilities of the Customer</u> (Cont'd)
 - 4. (Cont'd)

and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work; complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any customer premises or the rights-of-way for which customer is responsible under Section 2.5.11; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

- 5. Not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- 6. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which service is interrupted for such purposes.

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REGULATIONS (Cont'd)

2.4 <u>Obligations of the Customer</u> (Cont'd)

2.4.2 Claims

With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- 1. Any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- 2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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REGULATIONS (Cont'd)

2.4 <u>Obligations of the Customer</u> (Cont'd)

2.4.3 Unlawful Purpose

The customer will not use any service the Company offers for any unlawful purpose or for any use that the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.4.4 Unauthorized Attachments or Connections

- 1. The customer will not permit equipment, accessories, apparatus, circuit or device to be attached to or connected with the Company's facilities except as provided in this Tariff.
- 2. In case any unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of the unauthorized attachment or connection or to disconnect service. The customer shall be responsible for the cost of correcting any impairment of service caused by the use if such attachments or connections and shall be billed for each service call made to premises because of such attachments or connections.
- 3. Where a maintenance or repair visit is made to the subscriber's premises and the difficulty or trouble report results from the use of unauthorized attachments or connections, the "Maintenance of Service Charge" as specified in Section 3 of the Tariff shall be applied.

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REGULATIONS (Cont'd)

- 2.4 <u>Obligations of the Customer</u> (Cont'd)
 - 2.4.4 <u>Unauthorized Attachments or Connections</u> (Cont'd)
 - 4. Customer-provided terminal equipment may be used and customerprovided communications systems may be connected with the facilities furnished by the Company for telecommunications services as provided in SECTION 6 of this Tariff.
 - 5. Accessories which aid a subscriber in the use of facilities of the Company in the service for which they are furnished under this Tariff are permissible provided that the use of any accessory does not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the company; or interfere with the proper functioning of such equipment or facilities.

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REGULATIONS (Cont'd)

2.4 <u>Obligations of the Customer</u> (Cont'd)

2.4.5 <u>Transmission Interference</u>

The customer, upon notification from the Company, will immediately shut down its transmission of signals if said transmission is causing interference to others.

2.4.6 Assignment or Transfer by Customer

The customer or other authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit the Customer to transfer the customer's existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

2.4.7 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

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REGULATIONS (Cont'd)

2.4 <u>Obligations of the Customer</u> (Cont'd)

2.4.8 <u>Taxes and Surcharges</u>

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.4.9 Late Fees

A late payment charge equal to \$10.00 applies to each customer's bill for any undisputed amount when that amount has not been paid in full prior to the due date shown on the bill. State agencies subject to KRS 45.454 shall be assessed a late payment charges in accordance with that statute.

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REGULATIONS (Cont'd)

2.4 <u>Obligations of the Customer</u> (Cont'd)

2.4.10 Broadcast of Recordings of Telephone Conversations

The customer may broadcast a recording of a telephone conversation provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with subscriberprovided voice recording equipment as specified in this Tariff, and pursuant to applicable law.

2.4.11 Recorded Public Announcements

Use of Company facilities or service in connection with automatic announcement service, automatic answering and recording service, or miscellaneous devices for recorded public announcements are subject to the following conditions:

- a. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided, unless the address of the organization or individual named in the announcement is shown in the currently distributed telephone directory.
- b. Private telephone numbers will not be furnished for use with recorded public announcements.
- c. Failure to comply with the provisions of this Tariff shall be cause of termination of service.

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REGULATIONS (Cont'd)

2.5 <u>Establishment and Furnishing of Service</u>

2.5.1 Application for Service

- 1. Upon request of an application for service, the Company will give its customer or prospective customer information necessary for the customer to secure safe, efficient and continuous service.
- 2. Application for service, or requests from the customer for additional service or changes in the grade or class of service become contracts when received by the Company and may be subject to a minimum contract term as specified at the time of ordering.
- 3. The Company reserves the right to require application for service to be made in writing in a format determined by the Company.
- 4. Applicants may be required to pay in advance; at the time application is made installation/service establishment charges, service charges, any other nonrecurring charges, and a deposit if required.
- 5. Generally, installation of an applicant's basic telephone service, not involving a line extension, will be completed within five (5) working days unless a different date is mutually agreed to between the applicant and the Company or otherwise specified in the Tariff.

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REGULATIONS (Cont'd)

- 2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)
 - 2.5.1 <u>Application for Service</u> (Cont'd)
 - 6. The Company may decline to serve an applicant until such applicant has complied with the state and municipal regulations and the Companyapproved General Rules and Regulations on file with the Commission governing the service applied for or for the following reasons:
 - a. The applicant's installation or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be provided.
 - b. The applicant is indebted to any Company for the same kind of service as that applied for;
 - c. The applicant refuses to make a deposit if required under these rules.
 - d. The applicant refuses or neglects to provide reasonable access to the premises for installation, operation, maintenance, or removal of Company property.
 - 7. In the event that the Company refuses to serve an applicant under the provisions of these rules, the Company must inform the applicant of the basis of its refusal and that the applicant may file a complaint with the Commission.

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REGULATIONS (Cont'd)

2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)

2.5.1 Application for Service (Cont'd)

- 8. The Company shall not refuse service to a present customer or applicant because of:
 - a. delinquency in payment for service by a previous occupant of the premises to be served;
 - b. failure to pay for merchandise, or charges for non–utility service purchased from the Company;
 - c. failure to pay a bill to correct previous under billing due to misapplication of rates more than six months prior to the date of application;
 - d. violation of the Company's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interfere with the service of others, or with other services such as communication services, unless the customer has first been notified and been afforded a reasonable opportunity to comply with said rules; and/or
 - e. failure to pay a bill of another customer as guarantor thereof, unless the guarantee was made in writing to the Company as a condition precedent to service.

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REGULATIONS (Cont'd)

- 2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)
 - 2.5.2 Application of Residential Rates

Any customer requesting service must indicate the service classification. Service is classified as either residential or business service. Classification is reflected in rates charged in Section 5 in this Tariff. Residential rates apply to service furnished:

- a. In private homes or apartments (including all parts of the customer's domestic establishment) for domestic use and not for substantial occupational use.
- b. For service provided to individual members of the clergy at a church when business service is already established at the church and the purpose for the residential service is for personal use.
- c. In college fraternity or sorority houses, convents and monasteries for domestic, rather than occupational use.
- d. To the residential portion of a location used for both residential and business purposes, where the use of the service is for domestic purposes and where the business use is occasional.
- e. To a volunteer fire department or other entity eligible for aid under KRS 95A.262.

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REGULATIONS (Cont'd)

2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)

2.5.3 Application of Business Rates

Any customer requesting service must indicate the service classification. Service is classified as either residential or business service. Classification is reflected in rates charged in Section 5 in this Tariff. Business rates apply to service furnished:

- a. In a residential location if the listing indicates a business or profession, unless otherwise provided in this Tariff;
- b. In office buildings, stores, factories and all other places of a business nature;
- c. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the customer's domestic establishment and no business listings are provided; in churches except when applied per Section 2.5.2.
- d. At any location when the listing, public advertising, web site or display of a business sign indicates a business, profession or office unless otherwise provided in this Tariff;
- e. At any location where the substantial use of the service is occupational, rather than domestic.
- f. At any location where the service includes an extension that is at a location where business rates apply.

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REGULATIONS (Cont'd)

- 2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)
 - 2.5.4 Cancellation of Application for Service
 - 1. Applications for service cannot be canceled without the Company's agreement. When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
 - 2. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced.

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REGULATIONS (Cont'd)

2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)

2.5.5 <u>Subscriber Billing</u>

- 1. The subscriber is responsible for the payment of all charges in conjunction with the service furnished to the subscriber including, but not limited to, toll charges that have been accepted at the subscriber's location.
- 2. Monthly recurring charges are billed in advance and usage–based charges are billed in arrears.
- 3. Special billing arrangements may be established for services provided to Government agencies.
- 4. Bills are due when rendered unless otherwise specified on the bill and may be paid at any business office of the Company or at any agency authorized to receive such payments.
- 5. For billing purposes each month is presumed to have 30 days.
- 6. A sample subscriber invoice is included as Attachment A of this Tariff.
- 7. Billing of the Customer by the Company will begin on the Service Commencement Date. The Commencement Date is the first day following the date on which the Company notifies the Customer that the service or facility is available for use.

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REGULATIONS (Cont'd)

- 2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)
 - 2.5.5 <u>Subscriber Billing</u> (Cont'd)
 - 8. The Service Commencement Date may be postponed by mutual agreement of the parties or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
 - 9. If service is disconnected by the Company in accordance with Section 2.5.7 following and later restored, restoration of service will be subject to all applicable installation charges.

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REGULATIONS (Cont'd)

- 2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)
 - 2.5.5 <u>Subscriber Billing</u> (Cont'd)
 - 10. Existing subscribers with overdue bill balances that are unable to pay all charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their service and make monthly payment arrangements with the company. Repayment of the outstanding balance may be made in up to six (6) monthly installment payments provided the minimum monthly repayment amount is no less than \$20. Subscribers requesting such restriction will receive the full toll restriction service at no charge until all past due amounts are paid in full. Failure by the subscriber to provide timely payment of all new charges and balance payment arrangements are subject to service suspension for nonpayment pursuant to the terms of this Tariff.
 - 11. Late payment charges described in Section 2.4.9 will not be applied on past due payment balances while payment arrangements are met. Late payment charges will apply on unpaid new service charges not paid in full prior to the due date on the customer's bill.

2.5.6 <u>Resolution of Disputes</u>

Upon receiving a complaint from a customer at the Company's office, either by telephone, in writing or in person, the Company will make a prompt and complete investigation and advise the complainant of its findings.

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REGULATIONS (Cont'd)

2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)

2.5.7 <u>Termination of Service by the Company</u>

- 1. A violation of any of the regulations contained in this Tariff on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service.
- 2. The Company may with or without notice either suspend or terminate the subscriber's service without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises under the following:
 - a. Abandonment of the Service
 - b. Failure of a subscriber to make suitable deposit as required by this Tariff.
 - c. Impersonation of another with fraudulent intent.
 - d. Use of service in such a way as to impair or interfere with the service of other subscribers such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connections with a plan or attempt to secure a large volume of telephone calls, to be directed so such subscriber at or about the same time which may result in preventing obstructing, or delaying the telephone service of others.

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REGULATIONS (Cont'd)

- 2.5 Establishment and Furnishing of Service (Cont'd)
 - 2.5.7 Termination of Service by the Company (Cont'd)
 - 2. (Cont'd)
 - e. Abuse or fraudulent use of service; such abuse or fraudulent use includes:
 - 1) The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service;
 - 2) The obtaining, or attempting to obtain, or assisting another to obtain long distance messages telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through another fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
 - 3) The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten or torment another;
 - 4) The use of profane of obscene language;
 - 5) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.
 - 6) Any other violation of the Company's regulations.

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REGULATIONS (Cont'd)

- 2.5 Establishment and Furnishing of Service (Cont'd)
 - 2.5.7 <u>Termination of Service by the Company</u> (Cont'd)
 - 3. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuse to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
 - 4. The Company may terminate the service and remove its equipment for non-payment of any sum due for exchange, long distance, or other services with notice as follows:
 - a. Written notice shall be sent to the customer no less than 10 days prior to the termination date.
 - b. Disconnection shall not occur on the day preceding a Saturday, Sunday and legal holidays.
 - 5. When the Company terminates service to a subscriber due to a violation of its regulations by the subscriber, the regulations stipulated below for termination of service at the subscriber's request apply.
 - 6. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair any other service rendered to the public by the Company.

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REGULATIONS (Cont'd)

- 2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)
 - 2.5.8 <u>Termination of Service at the Subscriber's Request</u>
 - 1. Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due for the period service has been rendered plus any unexpired portion of an initial service period or application termination charges, or both.
 - 2. In the case of directory listings where the listing has appeared in the directory charges apply through the end of the directory period. In the following cases, however, charges will be continued only to the date of termination of the extra listing, subject, however, to a minimum charge of one month.
 - a. The contract for the main service is terminated.
 - b. The listed party becomes a subscriber to some class of exchange service.
 - c. The listed party moves to a new location.
 - d. The listed party dies.
 - 3. Contracts for periods of longer than one month for services requiring line extension may be terminated upon payment of all charges that would accrue to the end of the contract period; or, the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber.

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REGULATIONS (Cont'd)

- 2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)
 - 2.5.9 Suspension of Business or Residence Service
 - 1. Upon request, a subscriber to business or residence service may arrange for the temporary suspension of such service unless otherwise specified in other sections of this Tariff. Suspension of service is available on the subscriber's complete service or on such portion thereof as can be suspended.
 - 2. In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension. At the request of the subscriber, inward calls to a party at which service is suspended may be referred to the call number of another party in the same or a distant exchange by subscribing to Remote Call Forward Service.
 - 3. The charge for the total suspension period may be collected in advance.
 - 4. There is no reduction in the charge for foreign central office line mileage and foreign exchange line mileage during the period of suspension.
 - 5. The charge for network access service during the period of suspension is 50 percent of the rate regularly charged, except as specified in Section 2.5.9 preceding.

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REGULATIONS (Cont'd)

2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)

2.5.10 Transfer of Service between Subscribers

Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, provided there is not lapse in the rendition of service. Such transfers are subject to service connection charge regulations and may be arranged for under the following condition:

- 1. If the new subscriber, fully understanding the regulations governing the service and the status of the account and willingly assumes all obligation there under, then future bills will be rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.
- 2. Under transfer of service the reassignment of the old telephone number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when, in the judgment of the Company there exists no relationship, business or otherwise, between the old and new subscriber, and when in the judgment of the Company a change in the telephone number is not required.
- 3. When a relationship exists, business or otherwise, between the old and new subscribers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgment of the Company a change in the telephone number is not required.
- 4. Service order Charges as specified in Section 3 apply for all transfers of service unless otherwise noted.

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REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.11 Floor Space, Electric Power and Operating at the Subscriber's Premises

- 1. The subscriber is responsible for the provision and maintenance at his expense, of all suitable space and floor arrangements, including but not limited to adequate lighting, proper relative humidity and temperature control, required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Any power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.
- 2. Except as may be specified elsewhere in this tariff, all operating conditions required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

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REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.12 Equipment and Facilities - Provision and Ownership

- 1. All equipment necessary for the provision of a given service will be furnished and owned by the Company except as provided elsewhere in this Tariff. This subscriber may be required to provide suitable housing or other protective measure where equipment is to be installed in location exposed to weather or other hazards. The Subscriber will furnish commercial power on his premises in suitable outlets when required.
- 2. Except as provided by the FCC, no equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the company; whether physically, by induction, acoustically or otherwise; except as provided in this Tariff or otherwise authorized in writing by the Company or authorized by FCC regulation. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same or to terminate the service. Subscribers connecting customer owned terminal equipment, must notify the company and supply FCC administration number.

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REGULATIONS (Cont'd)

2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)

2.5.12 Equipment and Facilities – Provision and Ownership (Cont'd)

- 3. The provisions of the preceding shall not be construed or applied to bar subscriber from using devices which service his convenience in this use of the facilities of the Company provided any such device so used does not:
 - a. Endanger the safety of Company employees or the public;
 - b. Damage, require change in or alteration of, or involve direct electrical connection to, the equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff;
 - c. Interfere with the proper functioning of such equipment or facilities;
 - d. Impair the operation of the communication system;
 - e. Otherwise injure the public in its use of the Company's services.
- 4. Devices provided by the subscriber to obtain quietness or privacy may be used in conjunction with the telephone instrument furnished to the subscriber by the Company provided that:
 - a. Such device does not involve direct electrical connection to the equipment of the Company, any change in or alteration of such equipment;
 - b. Such device does not interfere with its proper functioning or damage it in any way.

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REGULATIONS (Cont'd)

- 2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)
 - 2.5.12 Equipment and Facilities Provision and Ownership (Cont'd)
 - 5. Facilities of an electric power company or oil, oil products or natural gas pipe line company, or railroad company, that are not used for resale, provided primarily to communicate with point located along a right-ofway (including premises of such company anywhere in cities, towns or villages along the right-of-way) owned or controlled by such company and extending between or beyond exchange areas of the Company, may be connected with Private Branch Exchange instrument, or private line facilities furnished by the Company subject to the conditions stated in this Tariff.

2.5.13 Maintenance and Repairs

- 1. All ordinary expenses of maintenance and repairs of regulated facilities, unless otherwise specified in this Tariff, are borne by the Company on Company provided leased equipment.
- 2. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original conditions.

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REGULATIONS (Cont'd)

2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)

2.5.14 Company Facilities at Hazardous or Inaccessible Locations

- 1. Where service is to be established at a location that would involve undue hazards, or where accessibility is impracticable, to employees of the Company, the subscriber may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company.
- 2. All customer–provided equipment and facilities must be constructed and maintained in a manner satisfactory to the Company and must be in compliance with all the regulations set out in this Tariff for the connection of customer–provided terminal equipment and communications systems. Failure of the customer to comply with these regulations will result in the disconnection of the service.

2.5.15 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to the other rates and charges specified in this Tariff, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

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REGULATIONS (Cont'd)

2.5 <u>Establishment and Furnishing of Service</u> (Cont'd)

2.5.16 Access to Subscriber Premise for Inspections

The company reserves the right to access of the subscriber's premise and property to inspect its facilities when the Company suspects that the subscriber is not using his/her facilities as prescribed by this Tariff.

Should the subscriber refuse the Company its right to access after the Company has made reasonable efforts to arrange for a convenient time with the subscriber, the Company can at its sole option, disconnect the service of the subscriber.

There upon, the subscriber permits the Company to make its inspection after disconnection of service, and the facilities are found to be in conformance with the rules and regulations of this Tariff, the subscriber's service will be immediately reconnected.

2.5.17 <u>Telephone Numbers</u>

- 1. The subscriber has no property rights to the telephone number or any right to continuance of service through any particular central office.
- 2. The Company reserves the right to change the subscribers' telephone number or the central office associated with such number, or both, as may be required for the proper conduct of its business.

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REGULATIONS (Cont'd)

2.6 <u>Payment Arrangement and Credit Allowances</u>

2.6.1 Establishment of Credit

- 1. In accordance with Kentucky Public Service Commission rules, the Company is not obligated to furnish service to any individual or firm that owes for service previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company.
- 2. In order to insure the payment of all charges due for its service, the Company may require a subscriber to establish and maintain his credit in one of the following ways:
 - a. By furnishing reference suitable to the Company;
 - b. By providing a suitable guarantee in writing, in form prescribed by the Company;
 - c. By means of cash deposit; or
 - d. By having been a satisfactory subscriber of the Company.

2.6.2 Advanced Payments

- 1. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and /or installation charge as applicable, and any applicable taxes or franchise fees in addition to any special construction and installation charges that may also apply.
- 2. The amount of the advance payment is credited to the subscriber's account on the first bill rendered.
- 3. Federal, state or Municipal governmental agencies may not be required to make advance payments.

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REGULATIONS (Cont'd)

2.6 <u>Payment Arrangement and Credit Allowances</u> (Cont'd)

2.6.3 Deposits

- 1. Any applicant who is unable to establish a satisfactory credit standing with the Company or any subscriber whose credit standing has become impaired may be required to deposit a sum up to an amount equal to either the charge for two months local service or the charge for estimated toll messages during a similar period, or both.
- 2. Any deposit made may be held during the continuance of service as a security for the payment of any and all amounts accrued for the service.
- 3. Service may be refused or discontinued for failure to pay the requested deposit.
- 4. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payment and the prompt payment of bills on presentation or constitutes a waiver or modification or the regular practices of the company providing for the discontinuance of service for nonpayment of any sum due the company.

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REGULATIONS (Cont'd)

- 2.6 <u>Payment Arrangement and Credit Allowances</u> (Cont'd)
 - 2.6.3 <u>Deposits</u> (Cont'd)
 - 5. Interest will accrue on all deposits Pursuant to KRS 278.460. Interest accrued will be refunded to the customer or credited to the customer's bill on either an annual or monthly basis.

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REGULATIONS (Cont'd)

2.6 <u>Payment Arrangement and Credit Allowances</u> (Cont'd)

2.6.4 Discontinuance of Service for Failure to Maintain Credit

Service may be discontinued for failure to maintain credit, as specified above, within 10 days after the company has served or mailed notice requiring the subscriber to do so, except in extreme cases.

2.6.5 <u>Restoration Charge</u>

Where service has been discontinued for failure to maintain credit as specified above, a restoration charge equal to the Company's tariffed charges will be made and collected by the Company.

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REGULATIONS (Cont'd)

2.6 <u>Payment Arrangement and Credit Allowances</u> (Cont'd)

2.6.6 Allowances for Interruptions in Service

- 1. Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth in this section for the part of the service that the interruption affects.
- 2. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 3. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired but not interrupted.
- 4. For calculating credit allowances, every month is considered to have 30 days.
- 5. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- 6. A daily credit allowance will be given upon request from the Customer for interruptions of service lasting in excess of 24 hours from the time it is reported to the Company to time service is operative.

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REGULATIONS (Cont'd)

2.6 <u>Payment Arrangement and Credit Allowances</u> (Cont'd)

2.6.7 <u>Limitations on Allowances</u>

No credit allowance will be made for:

- 1. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- 2. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer (or other common carriers connected to the Company's facilities;
- 3. interruptions due to the failure or malfunction of non-Company equipment;
- 4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- 6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 7. interruption of service due to circumstances or causes beyond the control of Company; or
- 8. interruptions of service less than 24 hours.



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REGULATIONS (Cont'd)

2.7 <u>Reserved for Future Use</u>

2.8 <u>Kentucky Lifeline Surcharge</u>

On November 16, 1998 (PSC Case 360) the Kentucky Public Service Commission found that a surcharge per month per access line on all incumbent and competitive local exchange carriers and wireless bills should be applied. The surcharge is effective January 1, 1999 and is identified on the monthly bill as "Kentucky Lifeline Surcharge"

The Commission from time to time will adjust the amount of the surcharge according to the needs of the program. The Company will apply the surcharge as Ordered by the Commission.

Surcharge per access line per month: Pursuant to Commission Order

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REGULATIONS (Cont'd)

2.9 <u>Kentucky Telecommunications Relay Service for Hearing–Impaired or Speech–Impaired</u> Persons in Kentucky

Pursuant to KPSC Administrative Case No. 333 and 372, a monthly surcharge shall be imposed on all local exchange access lines to fund the Kentucky Telecommunications Relay Service. This service provides telephone communications between deaf and hearing / speech-impaired customers who use telecommunications devices for the deaf and customers who use standard voice telephones.

2.9.1 <u>Regulations</u>

- 1. Recovery of state costs associated with the Telephone Relay Service ("TRS") and Telecommunications Access Program ("TAP") is based on a fixed monthly charge per access line.
- 2. For purposes of application of the surcharge, access lines are defined as facilities that provide access to and from the telecommunications network for toll service and for local calling. WATS, Remote Call Forwarding, Radio Common Carriers, InterLATA Foreign Exchange Lines, Private Line Services, Mobile, Other Common Carriers, and Company Official Accounts are excluded from this category.
- 3. The monthly surcharge will appear in customer invoices labeled "TRS/TAP Surcharge."

2.9.2 <u>Surcharge Amount</u> - Monthly Recurring Charge

TRS	\$0.01
TAP	<u>\$0.02</u>
TRS / TAP Surcharge	\$0.03

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REGULATIONS (Cont'd)

2.10 <u>Special Promotions</u> (Cont'd)

The Company may offer approved special promotions of new or existing services upon thirty (30) days' notice to the Commission. These promotions are a temporary waiver of certain recurring, nonrecurring and/or usage charges or a one-time credit to a customer's account. Promotions will be offered on a non-discriminatory basis to all customers meeting the eligibility requirements for the promotion offered. Eligibility requirements may include class of service, serving area or other such determinations by the Company. Promotion notification will include terms and conditions and the time period in which the promotion is in effect.

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SERVICE CHARGES				
3.1	Categories of Service Charges	Sheet No. 2		
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SERVICE CHARGES (Cont'd)

Service Charges are in addition to all other rates and charges that may be applicable for services provided by the Company. Service Charges apply in addition to installation and construction charges incurred because of unusual costs encountered in the provision of service.

3.1 Categories of Service Charges

The work functions required to establish, add to, move or change telephone service for a business or residence class of service customer are classified by type of service charge as follows:

<u>Service Order Charge</u> applies for the acceptance and processing of a request for service for which no additional installation activity, such as programming or dispatch, is required.

<u>Service Connection Charge</u> applies for the ordering and installation of telephone exchange service including order processing, programming and database updates, and dispatch.

<u>Reconnect Charge</u> applies to any service temporarily disconnected by the Company for non-payment. Services disconnected for non-payment that remain disconnected for ninety (90) days or more, will be treated as a full termination of service and the subscriber must reapply as a new customer and all rates and charges for new service, including deposit and advanced payment requirements, if applicable, will apply.

<u>Premise Visit Charge</u> applies for the processing and completion of a service request that requires dispatch to the subscriber's location but does not require any programming or database updates.

<u>Switch and Service Charge</u> applies for the processing and completion of a service request that requires programming or database updates but does not require dispatch to the subscriber's location.

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SERVICE CHARGES (Cont'd)

3.1 <u>Categories of Service Charges</u> (Cont'd)

<u>Returned Check Charge</u> applies for each returned check or moneys not honored by a bank or depository.

<u>Trip Dispatch / Trouble Isolation Charge</u> applies when a service outage or other trouble report, is submitted by the subscriber or the subscriber's agent and the trouble is isolated to non-Company equipment, or, if the subscriber or agent requests a support service, such as line tagging, and the Company is required to dispatch a technician to complete the service request.

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SERVICE CHARGES (Cont'd)

3.2 Application of Charges

- 1. Charges specified in this Section do not apply to services furnished under the concurrence provisions of this tariff. These services may include, but are not limited to, WATS access lines and access line extensions, and all private line services and channels and access services provided. Nonrecurring charges for these services are stated as exceptions or additions to concurring provisions of this Tariff.
- 2. Changes in the locations of existing services to different premises, or to additional points of termination or to points outside the customer's premises are considered new installations for purposes of this tariff.
- 3. Payment of service charges at the time of application for service may be required.
- 4. The Company performs work only during normal working hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. All work performed during other than normal hours at the customer's request may be provided at the sole discretion of the Company at rates based on time and material costs.
- 5. Where the service requested requires more than one of the multi-element charges described in this tariff, the total charge is the sum of the separate charges required for each function except as otherwise provided.
- 6. Additional installation or other non-recurring charges indicated elsewhere in this Tariff may be required.
- 7. The Company reserves the right to honor number change requests to a number not specifically requested by the subscriber.
- 8. The Company reserves the right to refuse a name or number change if it believes the intent is to avoid Company charges or to otherwise mislead the public as to the identity of the subscriber.

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SERVICE CHARGES (Cont'd)

- 3.2 <u>Application of Charges</u> (Cont'd)
 - 9. The Company reserves the right to refuse a business name change, in both its subscriber records and directory listings, if the subscriber, upon request from the Company, fails to provide evidence satisfactory to the Company that subscriber has lawful authority to the requested name.
 - 10. In the event the Company is notified that a requested name and / or number change, including directory listings, is the subject of a dispute, it reserves the right to suspend pending orders or reverse orders already completed, until it has received notice that the dispute has been resolved. In the event that the subscriber makes a change request that the subscriber lacked standing to request, the Company may charge the subscriber for any orders processed by the Company due to the request.
 - 11. The service charges described in this tariff are not applicable for:
 - a. Normal maintenance and repair of the Company's equipment and service.
 - b. Deregulated connection of telephone sets or other terminal equipment by the customer when no line connection or central office access work is required. Such services will be subject to the company's deregulated fees.
 - c. Conversion of existing service to or from Lifeline Service.
 - d. Changing telephone numbers when in the judgment of the Company such changes are necessary for continuation of satisfactory service.



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3.3

SERVICE CHARGES (Cont'd)

Schedule of Charges		
	<u>Residential</u>	Business
Service Order Charge	[note 1]	[note 1]
Service Connection Charge	[note 1]	[note 1]
Reconnect Charge	[note 1]	[note 1]
Premise Visit Charge	[note 1]	[note 1]
Switch and Service Charge	[note 1]	[note 1]
Returned Check Charge (not to exceed)	\$30.00	\$30.00
Trip Dispatch / Trouble Isolation Charge	[note 1]	[note 1]

[note 1] All Services are provided on a bundled basis and Services Charges will be determined based on the bundles purchased by the Customer.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

Construction Charges

If the initial or ongoing provision of service requires Company to incur costs beyond those it would expect to incur under normal operation ("special conditions"), the company may request any combination of one time, ongoing, or other additional charges as a condition of service. If customer refuses to pay special condition charges, Company reserves the right to either refuse service or terminate service on 10 days' notice.

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WEST KENTUCKY RURAL TELEPHONE COOP. CORP. INC.

Competitive Local Exchange Tariff

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BASIC LOCAL EXCHANGE SERVICE

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.1 Exchange Service

The Company provides one-party service throughout its service area.

5.1.1 Description of Service

Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block ("protector") at the Customer's premises.

Each Exchange Access Service enables users to:

- 1. Receive calls from other stations on the public switched telecommunications network;
- 2. Access other services offered by the Company as set forth in this tariff;
- 3. Access (at no additional charge) the Company's local numbers for repair or business offices for service related assistance;
- 4. Access (at no additional charge) emergency services by dialing 0- or 911; and
- 5. Access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.1 <u>Exchange Service</u> (Cont'd)

5.1.2 Area of Operations

The Company provides Competitive Local Exchange Service in the areas as defined in 5.2 below, where necessary underlying network elements or facilities are reasonably available to the company on terms that are both technically and economically feasible. As technical and/or economic feasibility allows, this section will be modified to reflect additional areas in which the Company will offer local exchange service.

5.2 Service Areas and Local Calling

The rates in this Tariff entitle callers in its Service Areas to make local calls (i.e., tollfree) to the Local Calling Areas indicated in below. Calls to areas not listed will be subject to applicable long distance charges.

Service Areas: To be determined

Local Calling Areas: To be determined

5.3 Local Exchange Rates

Rates only include calling within the local calling area and do not include any additional equipment or services.

1.	Residential Service	Monthly Rate [note 1]
2.	Business Service	[note 1]

Note 1: All services will be priced on a bundled basis.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.4 <u>Directory Assistance</u>

5.4.1 General

- 1. Directory Assistance service does not provide listing information on nonpublished number (private) listings but does furnish listing information on unlisted number (semi-private) listings.
- 2. The customer will be charged for each call to Directory Assistance after the monthly allowance up to the maximum number of requests per call as noted in Section 5.4.2.
- 3. Charges are not applicable to customers who have been certified by a physician or appropriate agency as unable to use a telephone directory because of a visual or physical handicap, however this provision is not intended to allow the exemption for large business subscribers who employ only a few handicapped employees.
- 4. The company shall not be liable for any errors or omissions in the company's database information or from other DA provider's database(s), whether through negligence or otherwise, in the listing information furnished or not furnished; and the customer shall indemnify and save the company harmless against all claims (including costs and attorney's fees) that may arise from the use of such information.
- 5. Customers provided with incorrect or no listings will receive credit for such listings upon request.
- 5.4.2 <u>Rates and Charges</u>

Directory Assistance service – request of a listing (maximum of two requests per call)

<u>Rate</u> Per call

\$1.75

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.5 <u>Lifeline Program</u>

- 5.5.1 General
 - A. Lifeline Assistance is a non-transferable residential retail service offering for which qualifying low-income subscribers pay reduced charges, as provided for below. Lifeline Assistance enables eligible subscribers to pay reduced charges on supported services as defined in 47 C.F.R. Section 54.101 which meet the minimum standards as defined in 47 C.F.R. Section 54.408.
 - B. The Lifeline credit available to an eligible customer in Kentucky is equal to the total of federal support as established by the Federal Communications Commission (47 C.F.R. Section 54.403) and state support as established by the Public Service Commission of Kentucky. The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.
 - C. The Company shall apply the baseline payments received by the administrator of the federal Lifeline Assistance program to waive the qualifying customer's federal End-User Common Line Charge associated with the voice service. The Company shall apply any additional federal support amount to the qualifying customer's basic local exchange service rate.
 - D. Qualifying customers must subscribe to a generally available residential service plan or package that is made generally available in the Company's service area.
 - E. Partial payments that are received from Lifeline customers shall first be applied to the supported service charges and then to any outstanding charges for additional services.
 - F. Nothing in this Section shall prohibit a customer who is otherwise eligible for the Lifeline Program from obtaining and using telecommunications equipment and services designed to aid such customer in utilizing qualifying telecommunications services.
 - G. The Lifeline Program rate reduction does not apply to Service Connection Charges.
 - H. The Lifeline Program rate will not be available on a retroactive basis.



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Issue Date: August 19, 2021 Effective Date: September 1, 2021 (N)

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

- 5.5 <u>Lifeline Program</u> (Cont'd)
 - 5.5.2 Eligibility and Certification Requirements
 - A. Subscribers are eligible for Lifeline Assistance if:
 - 1. The subscriber's household income is at or below 135 percent of the Federal Poverty Guidelines, or
 - 2. The subscriber, or one or more of the subscriber's dependents or the subscriber's household, receives benefits from at least one of the following qualifying programs:

Medicaid; Supplemental Nutrition Assistance Program (SNAP), formerly known as Food Stamps; Supplemental Security Income (SSI); Federal Public Housing Assistance; Veterans Pension and Survivors Benefit Programs.

- 3. Other eligibility requirements may be established by the Federal Communications Commission.
- B. Until the National Lifeline Eligibility Verifier has been implemented in Kentucky, each subscriber to Lifeline Assistance must provide documentation of income-based or program-based eligibility and certify in writing to the Company, under penalty of perjury, that s/he receives benefits under a program outlined in paragraph A. above, and must on that same document, agree to notify the Company if s/he ceases to participate in the program(s) or to meet income eligibility requirements. The certification form shall conform to the requirements described herein, and shall be made available upon request to any subscriber. The Company shall retain all such subscriber certifications in order to furnish proof of subscriber eligibility as may be required from time to time by Universal Service administrators.
- C. A subscriber may elect at the time of subscription to Lifeline Assistance to receive toll limitation as part of Lifeline Assistance. "Toll limitation" is a service that allows a subscriber to elect not to allow the completion of outgoing toll calls from the subscriber's residence.



(N)

Issue Date: August 19, 2021 Effective Date: September 1, 2021

BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.5 <u>Lifeline Program</u> (Cont'd)

5.5.3 Credit and Collection

A. Credit References

The credit verification procedures used for all applicants who apply for service with the Company will also be used for applicants who apply for service under the Lifeline Program.

B. Deposits

The Company may not collect a service deposit in order to initiate voice-only Lifeline Assistance if the qualifying low-income subscriber voluntarily elects toll blocking from the Company, where available or if the qualifying low-income subscriber elects a calling plan that does not distinguish between toll and non-toll calls in its pricing. If toll blocking is unavailable, then the Company may charge a service deposit.

5.5.4 Service Connection Charges

- A. Service charges do not apply to eligible customers with existing residential access line service when they convert to the Lifeline Program.
- B. Service Connection Charges will apply when:
 - 1. Existing eligible residential Local Exchange Service customers also convert to a different grade of eligible residential service and/or Optional Calling Services at the time the Lifeline Program billing is initiated.
 - 2. A customer receiving Lifeline Program billing voluntarily elects to convert to telephone service arrangements which preclude Lifeline Program eligibility.
 - 3. New residential applicants (those without existing service) eligible for the Lifeline Program will be subject to applicable Service Connection Charges.
- C. Any subsequent moves or changes after the initial connection to the Lifeline Program will be subject to the applicable Service Charges.

(N)



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CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS

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CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS

6.1 <u>Regulations</u>

- 1. Customer–provided terminal equipment or wiring may be used with the facilities furnished by the Company for telecommunications services as provided in this tariff. In all such cases the customer–provided equipment or wiring will be constructed, maintained and operated to work satisfactorily with the facilities of the Company, and to meet all published standards of the Federal Communications Commission (FCC).
- 2. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus, equipment or wiring of the Company except upon the consent of the Company.
- 3. Where telecommunications service is available under this Tariff for use in connection with customer-provided equipment and wiring, the operating characteristics of such equipment or wiring shall not interfere with any of the service offered by the Company. Such use is subject to the further provision that the customer-provided equipment or wiring does not endanger the safety of the Company's employees or the public; damage, require change in or alteration of, the equipment or other facilities of the Company; interfere with the proper functioning of such equipment or facilities; impair the operation of the Company's service. Upon notice from the Company that the customer-provided equipment or wiring is causing or is likely to cause such hazard to interference, the customer shall make such change as shall be necessary to remove or prevent such hazard or interference. The customer shall be responsible for the payment of Company charge in Section 3, "Maintenance of Service Charge," for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer-provided equipment or wiring.

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WEST KENTUCKY RURAL TELEPHONE COOP. CORP. INC.

Competitive Local Exchange Tariff

CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS (Cont'd)

6.1 <u>Regulations</u> (Cont'd)

- 4. The Company shall not be responsible for the installation, operation or customer-provided communications maintenance of any systems. Telecommunications service is not represented as adapted to the use of customerprovided equipment or systems. When such equipment or facilities are connected to the Company facilities, the Customer is responsible for telecommunications service and the maintenance and operation of customer provided facilities in a manner proper for telecommunications service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the customer-provided equipment or systems or for the quality of, or defects in, such transmission, or (2) the reception of signals by customerprovided equipment or system.
- 5. The Company shall not be responsible to the customer if changes in the criteria outlined herein or in any of the facilities or procedures of the Company render any customer-provided equipment or communications systems inoperable or otherwise affect its use or performance.
- 6. The Company will not be responsible for any loss or damage, nor for any impairment or failure of the service, arising from or connection with the use of facilities of customers and not caused solely by the negligence of the Company.
- 7. Where any customer-provided equipment or system is used with telecommunications service in violation of any of the provisions in this tariff, the Company will take immediate action as necessary for the protection of its services, and will promptly notify the customer of the violation. Following the receipt of written notice from the Company, the customer shall either discontinue use of the equipment or system or correct the violation. Confirmation of corrective action must be provided in writing to the Company within 10 days. Failure of the customer to take corrective action and provide written confirmation to the Company within the time stated above may result in termination of the customer's service.

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CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS (Cont'd)

6.1 <u>Regulations</u> (Cont'd)

- 8. Customer–provided systems that provide service to a location deemed by the Company to be impracticable to serve because of hazard(s) or inaccessibility may be connected with the telecommunications service by means of connecting equipment furnished by the Company.
- 9. The customer indemnifies and saves the Company harmless against claims for infringements of patents rising from combining such equipment or system with, or using it in connection with, facilities of the Company; and against all other claims arising out of any act or omissions of the customer in connection with facilities provided by the Company.
- 10. No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, except as provided in this Tariff. In case unauthorized attachments or connections are made, the Company shall have the right to remove or disconnect the same; or to suspend the service during the continuance of said attachments or connection; or to terminate service.

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CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS (Cont'd)

6.2 <u>Network Protection Criteria</u>

To protect the telecommunications network and the services furnished to the general public by the Company from harmful effects, the signal from the customer-provided communications system to the long distance message telecommunications network must comply with the following minimum network protection criteria:

6.2.1 Customer Premises Requirements

Where the customer–provided communications system is connected, the customer-provided communications systems must comply with the following criteria:

- 1. To prevent excessive noise and crosstalk in the network, the power of the signal at the central office must not exceed 12 db below one milliwatt when averaged over any three-second interval. To permit each customer, independent of distance from the central office, to supply signal power that approximates the 12 db below one milliwatt limit at the central office, the power of the signal which may be applied by the customer-provided equipment located on the customer's location, but in no case shall it exceed one milliwatt.
- 2. To protect other services the signal that is applied by the customer– provided equipment located on the customer's premises must meet the following limits:
 - a. The power in the band from 3,995 Hertz to 4,005 Hertz shall be at least 18 db below the power of the signal as specified in 6.2.1 (1).
 - b. The power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 db below one milliwatt.

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CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS (Cont'd)

6.2 <u>Network Protection Criteria</u> (Cont'd)

- 6.2.1 <u>Customer Premises Requirements</u> (Cont'd)
 - 2. (Cont'd)
 - c. The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 db below one milliwatt.
 - d. The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 db below one milliwatt.
 - e. The power in the band above 40,000 Hertz shall not exceed 50 db below one milliwatt.
 - 3. To prevent the interruption or disconnection of a call, or interference with network control signaling, the signal applied by the customer–provided equipment located on the customer's premises at no time may have energy solely in the 2450 to 2750 Hertz band. If there is signal power in the 2450 to 2750 band, it must not exceed that power present at the same time in the 800 to 2450 Hertz band.

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WEST KENTUCKY RURAL TELEPHONE COOP. CORP. INC.

Competitive Local Exchange Tariff

CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS (Cont'd)

6.2 <u>Network Protection Criteria</u> (Cont'd)

6.2.2 Network Control Signaling Output

Where the customer-provided communications system is connected, the customer-provided communications systems must comply with the following criteria:

- 1. To prevent excessive noise and cross-talk in the network the power of the signal that is applied by the customer-provided equipment located on the customer premises be limited so that the signal power at the output of the network control signaling unit (i.e., at the input of the Company line) does not exceed 9 db below one milliwatt when averaged over any three–second interval.
- 2. To protect other services the signal that is applied by the customer– provided equipment located on the customer's premises must meet the following limits at the output of the network control signaling unit (i.e., at the input to the Company line):
 - a. The power in the band from 3,995 Hertz to 4,000 Hertz shall be at least 18 db below the power of the signal as specified above in 6.2.2 (1).
 - b. The power in the band from 4,000 Hertz to 10,000 Hertz shall not exceed 16 db below one milliwatt.
 - c. The power in the band from 10,000 Hertz to 25,000 Hertz shall not exceed 24 db below one milliwatt.
 - d. The power in the band from 25,000 Hertz to 40,000 Hertz shall not exceed 36 db below one milliwatt.
 - e. The power in the band above 40,000 Hertz shall not exceed 50 db
 - f. below one milliwatt.

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CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS (Cont'd)

- 6.2 <u>Network Protection Criteria</u> (Cont'd)
 - 6.2.2 <u>Network Control Signaling Output</u> (Cont'd)
 - 3. To prevent the interruption or disconnection of a call, the signal applied by the customer-provided equipment located on the customer's premises must be limited so that the signal at the input to the Company line shall at no time have energy solely in the 2450 to 2750 Hertz band. If there is signal power in the 2450 to 2750 band, it must not exceed that power present at the same time in the 800 to 2450 Hertz band.

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CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS (Cont'd)

6.3 <u>Customer-Provided Communications Systems</u>

Customer-provided systems may be connected, at a service point of the customer, on a voice grade basis with telecommunications service furnished by the Company, through customer-provided equipment which affects such connections externally to the Company by means of physical connection for transmitting and/or receiving. The customer-provided system shall comply with the minimum network protection criteria contained in Section 6.2

6.4 <u>Entrance Facilities</u>

All connections of entrance facilities to customer-provided communications systems shall be made through connecting arrangements approved by the Company. Customer, by use of its own equipment, but only within the normal transmission characteristics of the grade of channel ordered, may not create additional channels from the channels provided for entrance facilities. The charges for entrance facilities and the connecting arrangements will be based on cost as specified in the Tariffs of the Company.

6.5 <u>Connection of Customer-Provided Communications Systems with Instruments Furnished</u> by the Company

The Company does not provide instruments solely for use on customer-provided communications systems.

6.6 <u>Maintenance Service Charge</u>

The customer shall be responsible for the payment of the charges indicated in Section 3 "Maintenance of Service Charge," for visits by the Company to the customer's premises where a service difficulty or trouble report results from customer-provided equipment or facilities.

Issue Date: November 13, 2018 Effective Date: November 14, 2018



000000228000 TELEPHONE NO: ACCOUNT NO: 228000 P.O. Box 649 **Total Due Previous Bill** Payment/Adj **Current Billing** 237 North 8th Street \$87.69 \$87.69CR \$87.69 \$87.69 Mayfield, KY 42066-0033 KENTUCKY AND TENNESSEE MESSAGE CENTER TELECOMMUNICATIONS COOPERATIVE Bill is due upon receipt and all payments received after 5:30 PM CST on 10-05 will be considered late payments subject to a penalty. Bill At A Glance 09/05/2018 FOR BILLING INQUIRIES, PLEASE CALL (270)328-1000 MONDAY THROUGH FRIDAY FROM 8:00 AM TO 5:30 PM AND SATURDAY PREVIOUS BALANCE 87.69 8:00 AM TO 4:00 PM. PAYMENT(S) RECEIVED - THANK YOU 08-15 87.69CR PREVIOUS BALANCE DUE .00 You can now pay your bill by phone any time day or night. Call our SUMMARY BY SERVICE secure automated payment system at 1-855-385-9908. Note: **TELEPHONE Service For:** 37.79 payments made after 5:30 PM CST will not post to your account 49.90 Internet Service For: until the following business day. CURRENT BILLING AMOUNT 87.69 The total amount of your bill will be paid automatically on September 17, 2018. 87.69 Pay By Bank -- Do Not Pay Do you need to clear your land, install a new fence, lower an embankment or install a driveway? Before you start digging or moving earth, it is important that you call the proper numbers to locate possible buried cables. There is a new method in which to request the locating of buried WK&T cables, dialing KY 811 and TN 811. There is a minimum of 48 hours notice in order to contact WK&T to locate and mark buried cables. Repair cost of buried cables being cut without following KY 811 and TN 811 procedures ARE YOU OR A LOVED ONE AT will be invoiced to the responsible organization. **RISK OF FALLING AT HOME?** WARNING SECURE WITH PERSONAL EMERGENCY **RESPONSE. GET HELP AT THE** PUSH OF A BUTTON.

Please return lower portion with your payment...retain upper portion for your records



Payment Due Total Due 10/05/2018 \$87.69 **Enter Amount Paid** Pay By Bank

> PUBLIC SERVICE COMMISSION OF KENTUCKY



DAVIS GREG ACCOUNT NO: 228000 TELEPHONE NO: DECEMBER BILL DATE: 09/05/2018 Page: 2 of 4

Quantity

Amount

MONTHLY USAGE FOR TELEPHONE NO: Description Date

PREVIOUS BALANCE DUE				.00	
LOCAL SERVICE DEREGULATED GRAVES COUNTY E911 RESIDENCE FEE INSIDE WIRING MAINTENANCE PLAN	09/05-10/04	1 @ 1 @	1.00 0.50	1.00 .50	
LOCAL SERVICE DEREGULATED SUBTOTAL Nonpayment of these items will not result in	the disconnection of	Local Servic	e.	1.50	
LOCAL SERVICE REGULATED	09/05-10/04				
DISCOUNT CUSTOM CLASS FEATURES - 2 FEATU		1 @	1.00CR	1.00CR	
SUBSCRIBER LINE CHARGE - KY		1 @	6.50	6.50	
FEDERAL UNIVERSAL SERVICE CHARGE INTERNATIONAL TOLL BLOCK		1 @	1.71	1.71	
KENTUCKY LIFELINE SUPPORT		1@	0.09	.09	
KY TELECOMMUNICATIONS RELAY SERVICE/TDD		1 @	0.03	.03	
CALL WAITING		1@	1.50	1.50	
AUTOMATIC RECALL		1 @	3.00	3.00	
DOUBLE LISTING		1@	0.35	.35	
RESIDENCE VOICE LINE ACCESS CHARGE		1@	18.00	18.00	
ACCESS RECOVERY CHARGE - KY		1 @	3.00	3.00	
FEDERAL EXCISE TAX				.94	
KENTUCKY SALES TAX				1.46	
SCHOOL TAX				.71	
LOCAL SERVICE REGULATED SUBTOTAL					
Disputed amounts must be reported to this (Office to avoid discon	nection.			
SUB-TOTAL				37.79	
CURRENT BILLING AMOUNT					





DAVIS GREG ACCOUNT NO: 228000 TELEPHONE NO: BILL DATE: 09/05/2018 Page: 3 of 4

MONTHLY USAGE FOR TELEPHONE NO:

Description	Date	Quantity	Amount
		Pay By Bank Do Not Pay	37.79

The carrier you have chosen for your long distance (InterLATA) calls is WK NETWORKS LD.





MONTHLY USAGE FOR INTERNET:

DAVIS GREG ACCOUNT NO: 228000 TELEPHONE NO: BILL DATE: 09/05/2018 Page: 4 of 4

Description	Date	Quantity	Amount
PREVIOUS BALANCE DUE			.00
FLITE BROADBAND FLITE BROADBAND 10.0/10.0	09/05-10/04		49.90
FLITE BROADBAND SUBTOTAL			49.90
SUB-TOTAL			49.90
CURRENT BILLING AMOUNT			49.90
	Pa	y By Bank Do Not Pay	49.90

