

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

MOUNTAIN RURAL TELEPHONE COOPERATIVE
425 Main Street, Suite A
P.O. Box 399
West Liberty, KY 41472-0399

**This Tariff replaces in its entirety Mountain Rural Telephone Cooperative General
Subscriber Services Tariff**

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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Issued by: /s/ Shayne Ison
Shayne Ison, General Manager

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KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
12/28/2022
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

TARIFF FORMAT

- A. Sheet Numbering – Sheet numbers appear in the upper right corner 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. Sheet Revision Numbers – Revision numbers also appear in the upper right corner 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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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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APPLICATION OF TARIFF

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

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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.

Accessories: Devices that are mechanically attached to, or used with, the facilities furnished by the Company and that is independent of and not electrically, acoustically or inductively connected to the communications path of the telecommunications system.

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.

Authorized Protecting Connecting Module “Protector”: A unit provided by the Company for the interconnection between customer–provided equipment and Company’s facilities that provides a level of protection to the Company equipment and facilities.

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

Base Rate: A schedule rate for any form of exchange service or equipment that does not include mileage charges.

Base Rate Area: A specific area within an exchange service area as defined by Company Tariffs within which service is furnished at a uniform rate without additional mileage charges.

Bit: The smallest unit of information in the binary system of notation.

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DEFINITIONS (Cont'd)

Building (Same): A structure under one roof or two or more structures under separate roofs but connected by enclosed passageways in which wires or cables of the company can be safely run provided, however, that the plant facilities are comparable to what would be required if the buildings were under one roof. Should the plant facilities for multiple buildings not be comparable then the term “same building” will apply to each individual structure.

Call: An attempted or completed communication.

Central Office: A switching unit in a telephone system located in a building or outdoor cabinet that provides service to the general public that has the necessary equipment and arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in an exchange.

Central Office Line: See “Exchange Line”

Channel: A path for communications between two or more utility offices furnished in such a manner as the carrier may elect that may or may not be a single physical facility or route.

Class of Service: 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.

Common Carriers: carriers as defined by part 21 of FCC rules that are engaged in the business of providing either a local or long distance message services.

Communication Services: The Company's intrastate toll and local exchange switched telephone services.

Company: Mountain Rural Telephone Cooperative, the issuer of this tariff.

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

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

Construction Charge: a separate non-recurring charge made to compensate for the construction of facilities in excess of those contemplated under the rates quoted in the Company's Tariff.

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

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DEFINITIONS (Cont'd)

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

Customer-Provided Equipment ("CPE") or Terminal Equipment: 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.

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

Drop Wire: Wires or cables used to connect the circuits of aerial, buried or underground distribution facilities to the point where connection is made with the inside wiring.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial station sets.

Exchange: 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)

Exchange Service: The general telephone service rendered pursuant to Tariff provisions.

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).

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

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Household is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians.

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

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

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DEFINITIONS (Cont'd)

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by the Company and to whom a portion of the Charges for the service will be billed under a joint user arrangement as specified herein.

Kentucky Relay Center: The Kentucky Relay Center permits hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones. Communications take place by relaying conversations (voice to TDD and TDD to voice). These calls are between one party who must communicate by means of a TDD and another who communicates by means of an ordinary telephone. Messages are rated from the rate center of the calling party to the rate center of the called party.

Kbps: Kilobits per second, denotes thousands of bits per second.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

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

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DEFINITIONS (Cont'd)

Local Exchange Service: 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.

Long Distance Message: A completed call between customer locations in which the parties are not within the same exchange or local calling area

Mbps: Megabits, denotes millions of bits per second.

Message: A communication between two stations.

Mileage Charge: A charge applied for the use of all or part of a channel. Mileage charges are applied between specific points, per the tariff, and are measured on an airline measurement, i.e., point-to-point; or on route miles, i.e., the actual length of the circuit.

Minimum Contract Period: 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.

Mobile Telephone Service: A communication service provided by means of radio frequencies through land radiotelephone base stations. Such communications can be between a landline and wireline telephone or between two wireline telephones.

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DEFINITIONS (Cont'd)

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

PBX Trunk: A network access line that terminates in a PBX switchboard or switching equipment.

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

Premises: The building or buildings together with the surrounding land at which service is provided that is not intersected by public corridor or the property of a farm operated as a single farm regardless of whether the property is intersected by a public corridor.

Private Line Service: Lines and equipment furnished between subscribers for the exchange of communications without the involvement of the company's exchange switching network.

Private Right-of-Way: A facility route granted to the Company over private property.

Rate Centers: Points upon which the airline distance for the determination of message toll telephone rates are based.

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DEFINITIONS (Cont'd)

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

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use. If the Customer refuses to accept service due to nonconformity of the service to standards agreed upon pursuant to the Service Order and this tariff, the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Connection Charge: A nonrecurring charge applied to the establishment of basic telephone service and the addition of certain subsequent additions to existing service.

Service Order: 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.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Shared Tenant Service: Shared Tenant Service is a shared service arrangement that allows Business Basic Flat Local Exchange Service to be resold subject to regulations specified in this tariff.

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

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DEFINITIONS (Cont'd)

Switch: A unit of dial switching equipment that provides interconnection between lines or trunks.

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

Telephone Number: A designation assigned to network access lines necessary for placing calls to the telephone or PBX for identification purposes.

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

Temporary Service: 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.

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

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DEFINITIONS (Cont'd)

Toll Message: A communication between two stations in different exchanges for a toll charge may apply, pursuant to applicable tariffs.

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

Trunk Line: A circuit over which a customer's messages are sent between two central offices or between a central office and a PBX system.

Two-Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used carry inbound calls to a central point for further processing.

Underground Service Connections: A customer drop wire that is run underground in conduit from a pole line or a buried distribution cable or an underground distribution cable.

User or End User: 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 Application of Tariff

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 Undertaking of the Company

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 Undertaking of the Company (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 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 Undertaking of the Company (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 Undertaking of the Company (Cont'd)

2.3.2 Liability of the Company (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 Undertaking of the Company (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 Undertaking of the Company (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 Undertaking of the Company (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 Obligations of the Customer

2.4.1 Responsibilities of the Customer

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 Obligations of the Customer (Cont'd)

2.4.1 Responsibilities of the Customer (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 2.5.10. 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 Obligations of the Customer (Cont'd)

2.4.1 Responsibilities of the Customer (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 2.5.1; 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 Obligations of the Customer (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 Obligations of the Customer (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 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 of 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 Obligations of the Customer (Cont'd)

2.4.4 Attachments or Connections (Cont'd)

4. Customer-provided terminal equipment may be used and customer-provided communications systems may be connected with the facilities furnished by the Company for telecommunications services as provided in Section 8 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 Obligations of the Customer (Cont'd)

2.4.5 Transmission Interference

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 Obligations of the Customer (Cont'd)

2.4.8 Taxes and Surcharges

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.

- a. When the Company is required to pay the utilities license tax for schools authorized by KRS 160.613, the Company will increase (or decrease) its rates in any county in which it is required to pay such school tax by the amount of the tax.
- b. The Company will add to the bills of all subscribers a surcharge to recover the KY Gross Revenues Tax (GRT) imposed by KRS 136.616. This will appear as a separate line item on the customer's bill and will read: "KY-GRT Surcharge." The KY-GRT Surcharge will be calculated using the following formula:

$$\text{KY-GRT Surcharge} = [1 / (1 - \text{GRT})] - 1$$

2.4.9 Late Fees

A late payment charge equal to the greater of \$2.00 or 5.0 percent 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 Obligations of the Customer (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 subscriber-provided 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 Establishment and Furnishing of Service

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 Establishment and Furnishing of Service (Cont'd)

2.5.1 Application for Service (Cont'd)

6. The Company may decline to serve an applicant until such applicant has complied with the state and municipal regulations and the Company–approved 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 Establishment and Furnishing of Service (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 Establishment and Furnishing of Service (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 Establishment and Furnishing of Service (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 Establishment and Furnishing of Service (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 (all discounted to present value at six percent).

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REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.5 Subscriber Billing

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 Establishment and Furnishing of Service (Cont'd)

2.5.5 Subscriber Billing (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 Establishment and Furnishing of Service (Cont'd)

2.5.5 Subscriber Billing (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 twelve (12) 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 2.5.5.11 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 Resolution of Disputes

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 Establishment and Furnishing of Service (Cont'd)

2.5.7 Termination of Service by the Company

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 or 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 Termination of Service by the Company (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 Establishment and Furnishing of Service (Cont'd)

2.5.8 Termination of Service at the Subscriber's Request

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 Establishment and Furnishing of Service (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. In connection with service at a concession rate, the charge for service during the period of suspension is 50 percent of the rate regularly charged for service without concession, except in the case the concession is 50 percent or more, then the charge during the period of suspension is the rate regularly charged for the concession service.
6. 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 (1) preceding.

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REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (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 Establishment and Furnishing of Service (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 Establishment and Furnishing of Service (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-of-way (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 Establishment and Furnishing of Service (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 Establishment and Furnishing of Service (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 Telephone Numbers

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 Payment Arrangement and Credit Allowances

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;
 - 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 Payment Arrangement and Credit Allowances (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 Payment Arrangement and Credit Allowances (Cont'd)

2.6.3 Deposits (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 Payment Arrangement and Credit Allowances (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 Restoration Charge

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 Payment Arrangement and Credit Allowances (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 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 Payment Arrangement and Credit Allowances (Cont'd)

2.6.7 Limitations on Allowances

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 Reserved for Future Use

2.8 Kentucky Lifeline Surcharge

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. (C)

Surcharge per access line per month: Pursuant to Commission Order

(C)

Issued: September 1, 2017

Effective: August 31, 2017

Issued by: /s/ Shayne Ison
Shayne Ison, General Manager

By Authority of Order of the Public Service Commission in
Case No. 2016-00059 dated August 31, 2017.



REGULATIONS (Cont'd)

2.9 Kentucky Telecommunications Relay Service for Hearing–Impaired or Speech–Impaired 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 Regulations

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 Surcharge Amount

	<u>Monthly Recurring Charge</u>
TRS	\$0.01 (R)
TAP	<u>\$0.02</u>
TRS / TAP Surcharge	\$0.03 (R)

Issue Date: November 3, 2017
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Shayne Ison, General Manager
Issued pursuant to Case 2017-00358 issued September 14, 2017.



REGULATIONS (Cont'd)

2.10 Special Promotions (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

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3.3 Schedule of Charges	6

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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:

Service Connection Charge applies for the ordering and installation of telephone exchange service.

Reconnect Charge 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.

Outside Move Charge applies when a subscriber requests existing regulated telephone service at one premise to be relocated to a new premise for the same subscriber.

Number Change Charge applies for a request by the subscriber to change the telephone number associated with the subscriber's telephone service.

Name Change Charge applies for any request by the subscriber to change the name of that subscriber as it appears on the subscriber's account.

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

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SERVICE CHARGES (Cont'd)

3.1 Categories of Service Charges (Cont'd)

Toll Restriction Charge applies when a subscriber, other than a subscriber to Lifeline service, requests that the Company block access to long distance calling by the subscriber's line.

Trip Dispatch /Trouble Isolation Charge 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.

Service Transfer Fee applies when the ownership of existing service is transferred from one subscriber to the other with the approval of the Company.

Directory Listing Change Fee applies when the subscriber requests that the Company modify the subscriber-listing in the published directory and / or directory assistance database.

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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 Application of Charges (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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SERVICE CHARGES (Cont'd)

3.3 Schedule of Charges

	<u>Residential</u>	<u>Business</u>
Service Connection Charge	\$20.00	\$20.00
Reconnect Charge	\$20.00	\$20.00
Outside Move (regulated facilities only)	\$15.00	\$15.00
Number Change	\$ 8.00	\$ 8.00
Name Change	\$ 6.00	\$ 6.00
Returned Check Charge	\$30.00	\$30.00
Toll Restriction Charge	\$10.00	\$10.00
Trip Dispatch /Trouble Isolation Charge	\$30.00	\$30.00
Service Transfer Fee	\$20.00	\$20.00
Directory Listing Change Fee		
– Death of listed spouse	\$ 6.00	n/a
– All Other changes	\$20.00	\$20.00

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Cont'd)

4.1 Construction Charges

The Company does not currently assess Construction Charges for local services.

4.2 Temporary Service Charges

1. When construction is required for temporary service and there is, in the opinion of the Company, no immediate prospect of re-using the plant involved, the customer may be required to pay all or a portion of such construction, including the cost of removing the plant provided. The salvage value of any plant removed shall be deducted from the total cost to be paid by the subscriber.
2. Under “unusual” conditions station installations, including drop wire, protector, inside wiring, telephone sets, and any common control equipment can be included, all or part, in the cost of construction. Inclusion of items mentioned here in any construction costs would be reviewed on an individual basis. Decisions made by the Company concerning construction costs under this paragraph would not be precedent setting with respect to other cases.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Cont'd)4.3 Underground Service

When underground service connections are desired by the customer as initial installation in places where aerial or buried drop wires would ordinarily be used to reach the customer's premises, or when aerial or buried facilities are used to provide service or channels to a customer and subsequently the customer desires that such facilities be placed underground, the following regulations apply:

1. Underground service entrances may be provided at the customer request as special construction in connection with either existing or new services in lieu of the usual aerial or buried drop wire.
2. Aerial or buried service entrance facilities will be furnished without a construction charge where aerial or buried service wire or aerial or buried cable would normally be provided by the Company for service entrance; unless agreements between the Company and a contractor or customer have been made prior to land development.
3. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer and in addition, the customer shall pay the cost of the underground service including the cost of installing less the estimated cost to the Company of installing such aerial or buried facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Company.
4. The duct or ducts required in the underground conduit by the company to furnish service shall be reserved for its exclusive use.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Cont'd)4.3 Underground Service (Cont'd)

5. Where armored cable is laid in a trench, the trench shall be constructed and back-filled by or at the expense of the customer. In addition, the customer shall pay the cost of the armored cable, including the cost of installation, less the estimated cost of installing such aerial or buried drop as would be required to furnish the same service.
6. Where facilities are changed from aerial or buried to underground in addition to the above, the customer is charged the cost of dismantling and removing the aerial or buried facilities.

4.4 Special Services and Facilities

Special services and facilities, not ordinarily used in the furnishing of service and not otherwise mentioned in, or provided for or contemplated by the tariff of the Company, may be furnished or leased pursuant to special contract for such special service or facility for such period as may be agreed upon provided such special service or facility does not interfere with the telephone service furnished by the Company.

In the event any such service or facility or the use made thereof interferes with, or the facilities used in furnishing such special service or facility are needed for the furnishing of telephone service by the Company, it may terminate such contract and cease to furnish such special service and facility after thirty days written notice to the customer and provided further that the Public Service Commission may terminate such contract whenever, in its opinion, public interest requires such termination.

4.5 Moves or Changes of Existing Construction

When the Company shall move or change existing construction or equipment for which no specific charge is quoted in this Tariff, the person at whose request the move or change is made may be required to bear the cost of such move or change.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Cont'd)

4.6 Construction in Developments

4.6.1 Definitions

Single family development: Five or more adjoining lots in a recorded plan for the construction of single family residences, including mobile homes, intended for year round occupancy.

Duplex development: Three or greater acre lots in a recorded plan for the construction of dual family residence intended for year round occupancy.

Multi-family development: One or more lots in a recorded plan with three or more units planned for each lot, and intended for year round occupancy. Included in this category are apartment complexes, apartment buildings and condominiums.

Speculative development: Development of a tract of land, where distribution facilities of the Company have to be extended in conjunction with the development of the tract prior to its completion either at the convenience of the developer or the Company, and where dwellings are being constructed without a sales contract or lease. The intent of the term speculative is defined as a situation where the Company is requested to make facility investments with no firm guarantee of a timely return on that investment.

Non-speculative development: Development of a tract of land where facilities of the Company exist or where the development of the tract permits distribution extension as the customer requires service, and necessary cable facilities can be provided at the Company's convenience. The term "non-speculative" is intended to mean that investment to plant can be made with firm guarantees of a timely return on investments.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Cont'd)

4.6 Construction in Developments (Cont'd)

4.6.2 General Conditions

1. Where requests are made of the Company by the developer of a residential development, the company will require the developer, at the developer's own expense, to do the following:
 - a. Provide the Company with a detailed subdivision plan, showing detailed surveys of each lot in the plan, street location, and a key map showing all other specific locations;
 - b. Provide the Company with easement satisfactory to the Company for occupancy and maintenance of and related facilities, except service lines in public places the Company has the right to occupy;
 - c. Clear easements for the aforementioned facilities clear of tree stumps and other obstructions.
2. Should the developer make changes in the plot plan after the Company has completed engineering or begun construction that creates additional expense for the Company, the developer shall bear the cost of these additional expenses.
3. Before the construction of Company facilities, the developer is responsible for identifying all underground facilities of others. Should in the course of construction of its facilities, the Company damages the facilities of others that were not identified by the developer, the developer will bear all expense in the repair of said facilities.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Cont'd)

4.6 Construction in Residential Development (Cont'd)

4.6.2 General Conditions (Cont'd)

4. At any time during the completion of construction of Company facilities, and prior to completion of the development, the developer shall bear the cost of damage to the Company's facilities caused by the developer and others. This includes all distribution and service lines costs herein defined as labor, material and applicable charges at the time of damage. This liability is only to those areas where lots or buildings have not been sold or occupied by tenants and is still under construction, or where development of lots have been completed and sold to a contractor operating independently of the developer.

4.6.3 Conditions – Speculative Development

If the development in the sole opinion of the Company is speculative, the following conditions apply in addition to those specified in Section 4.6.2.

1. After the developer has supplied the Company with a subdivision plan, the company will prepare an estimate of costs involved in supplying distribution cable and service wires.
2. The developer will be required to post an amount (non-interest bearing) equal to the construction estimate.
3. The Company will then begin work on detailed engineering and construction of facilities required by the developer.
4. Once construction has been completed and the actual cost of construction has been determined, the developer will be refunded any difference should the cost be less than the amount originally posted, or to pay the balance if the costs exceed the amount originally posted.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Cont'd)

4.6 Construction in Residential Development (Cont'd)

4.6.3 Conditions – Speculative Development (Cont'd)

5. These funds will then be considered payment for construction of facilities. These facilities shall be owned and maintained by the Company.
6. As each dwelling unit is occupied and its occupant accepts service from the Company, the Company will refund the developer or his designate the pro rata share of the construction cost. The prorated amount will be determined by dividing the total number of lots and dwelling units in the total development by the total cost of construction.
7. From the date of completion of the Company's facilities, the Company is liable to refund construction costs for a period not to exceed three years, subject to the conditions specified herein.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS (Cont'd)

4.7 Franchise and Municipality Taxes

4.7.1 General

When any municipality charges, collects or receives from the Company any license, occupation, privilege, inspection or other similar tax or fee or any franchise fee or payment, or any fee or payment similar in nature thereto, for the use of the streets or other public places or any concession for Tariff Rates on its telephone service, whether such taxes, fees or payment be expressed as a lump sum, or a flat rate, or based on receipts, or based on poles, wires, conduits, or other facilities, or otherwise, so much of the aggregate amount of such payments and concessions as exceeds three (3) per cent of the recurring local service revenues received from subscribers located within such municipality will be billed or may be billed if less than three (3) per cent, insofar as practical, pro rata to the subscribers receiving exchange service within the municipality.

4.7.2 Commission Approval

Except for state, county or municipal taxes, all proration of fees and other charges mentioned in the above paragraph will be approved by the Commission before being applied to the subscriber bill as a line item.

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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 9-1-1; 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 Exchange Service (Cont'd)

5.1.2 Area of Operations

The following exchanges are included in the Company's Local Exchange Tariff:

Campton
Ezel
Frenchburg
Hazel Green
Jeptha
Sandy Hook
West Liberty

5.1.3 Maps

Maps that indicate and define the exchange limits of the respective exchanges are filed with the Kentucky Public Service Commission and are included as Attachment B of this Tariff.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.2 Local Calling Areas

5.2.1 General

1. The rates in this Tariff entitle callers to receive local calling (i.e., toll-free) to the local calling areas indicated in Section 5.2.2, below. Calls to areas not listed in Section 5.2.2 will be subject to applicable long distance charges by the long distance provider.
2. The rates specified herein are for periods of one month, are payable in advance.
3. Services are for normal residential and business use, exclusive of autodialing, telemarketing, or other similar services that would generate unusually high volumes of outbound traffic. The Company reserves the right to identify and modify the terms of service to subscribers identified as exceeding typical usage including the introduction of usage caps, if necessary.

5.2.2 Local Calling Areas

All Company exchanges will receive local calling to the areas listed below:

Beattyville	Morehead
Blaine	Mt Sterling
Campton	Olive Hill
Canoe	Owingsville
Chapman	Paintsville
Ezel	Royalton
Fallsburg	Salt Lick
Flat Gap	Salyersville
Frenchburg	Sandy Hook
Grayson	Sharpsburg
Hazel Green	Staffordsville
Jackson	Stanton
Jeptha	West Liberty
Louisa	

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.3 Basic Exchange Line Service

5.3.1 Description

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network.

Each Basic Line is provided with touchtone feature. Residential Basic Local Exchange Service includes Caller Number Delivery Service.

5.3.2 Rates

Rates do not include a charge for instrument or other customer premises' wiring or equipment. Rates for additional services, including installation charges, are shown elsewhere in this Tariff.

<u>Monthly Rate / All Exchange</u>	<u>Residential</u>	<u>Business</u>
Basic Exchange Access	\$18.00	\$21.00

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.4 Lifeline

5.4.1 Description of Service

1. The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal-State joint Board recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996. Specific terms and conditions are as prescribed by the Kentucky Public Service Commission and are as set forth in this tariff.
2. Lifeline is supported by the Federal Universal Service Fund (USF) support mechanism and the state portion by a surcharge on access lines.
3. Federal baseline support is available for each Lifeline service and is passed through to the subscriber. In addition state support is available for each Lifeline service and is passed through to the subscriber.
4. The total amount of the eligible credit will not exceed the sum of the state and federal subscriber support or the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.4 Lifeline (Cont'd)

5.4.2 Regulations

1. One low-income credit is available per Household and is applicable to the primary residential connection only.
2. A Lifeline customer may subscribe to any local service offering available to other residence customers.
3. CCR options with Full Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.
4. The deposit requirement is not applicable to a Lifeline customer who subscribes to full toll blocking. If a Lifeline customer removes full toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.
5. A Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local and miscellaneous service in accordance with Section 2 of this Tariff. Access to toll service may be denied for non-payment of regulated tolls. A Lifeline subscriber's request for reconnection of local service will not be denied if the service was previously denied for non-payment of toll charges.
6. Lifeline is not available for resale.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.4 Lifeline (Cont'd)

5.4.3 Eligibility

To be eligible for a Lifeline credit, a customer must be a current recipient of any one of the following assistance programs or have income at or below 135 percent of the Federal Poverty Guidelines.

1. Supplemental Security Income (SSI)
2. Supplemental Nutrition Assistance Program
3. Medicaid
4. Federal public housing / Section 8
5. Veterans Pension Benefits
6. Survivor Pension Benefits

All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)5.4 Lifeline (Cont'd)5.4.4 Certification

1. Proof of eligibility in any of the qualifying low-income programs should be provided to the company at the time of application for service. The Lifeline credit will not be established until the Company has received proof of eligibility. If the customer requests installation prior to the company's receipt of proof of eligibility, the requested service will be provided without the Lifeline credit. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.
2. Proof of eligibility shall be in the form of an affidavit, certifying under penalty of perjury, that the subscriber is receiving benefits under one of the qualifying programs. It is the customer's responsibility to notify the company when the customer is no longer participating in any of the qualifying programs.
3. The company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal law. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
4. When a customer is determined to be ineligible as a result of an audit, the company will contact the customer. If the customer cannot provide eligibility documentation, the Lifeline credit will be discontinued.

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5.4 Lifeline (Cont'd)

5.4.5 Application of Rates and Charges

1. Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
2. Service charges may be applicable for installing or changing Lifeline service.
3. Service charges do not apply for converting existing service to Lifeline.
4. Life credits are limited to one per Household.

5.4.6 Credit Amount

The Lifeline credit passed through to the customer consists of:
Credit, one per Lifeline per Household, limited to the total amount of charges.

The State and Federal Credit, one per Lifeline.

	<u>Federal</u>	<u>State</u>
Lifeline Credit	*	\$3.50

* Pursuant to applicable FCC rules.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)5.5 Basic Exchange Trunk Service5.5.1 Description

Basic Exchange Trunk Service provides a Business or Residence Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Exchange Trunks are provided for connection of Customer-provided key systems (KEY) or private branch exchange (PBX) to the public switched telecommunications network. The type of trunk service furnished is based on FCC Administration Number and/or type of equipment of Customer-provided equipment. Each Trunk is provided with touch-tone signaling.

5.5.2 Tie Lines

Tie Lines connect two PBX or equivalent equipment and are furnished at rates specified in Duo County Telephone Access Tariff PSC 2A Private Line Service Tariff.

5.5.3 Monthly Service Rates

Rates do not include a charge for instrument or other customer premises wiring or equipment. Rates for additional services are shown elsewhere in this Tariff.

	<u>Monthly Rate</u>
KEY	\$30.00
PBX	\$30.00

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.6 Direct-Inward-Dialing DID Trunk Service

5.6.1 Rules and Regulations

1. DID service permits calls incoming to a PBX or other customer premises equipment from the network to reach a specific station line number without the assistance of an attendant. DID service is provided subject to the availability of facilities and may be furnished from the central office which regularly services the area in which the customer is located or from a foreign central office equipped to provide DID service subject to the appropriate company intra- and inter- exchange rates.
2. Rates are in addition to the rates shown for Basic Exchange Trunk Service and other Company tariffs for the services and equipment with which this offering is associated.
3. The service includes central office switching equipment necessary for inward dialing from the network directly to station lines associated with customer premises switching equipment.
4. The service must be provided on all trunks in a group arranged for inward service. Each trunk group shall be considered a separate service. Grouping Service will not be provided between separate trunk groups.
5. Facilities and operational characteristics of interface signals between the Company-provided connecting arrangements and the customer-provided switching equipment must conform to the rules and regulations the company considers necessary to maintain proper standards of service.
6. One primary directory listing will be furnished without charge for each separate trunk group. Additional listings can be obtained as specified in Section 6 of this tariff.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.6 Direct-Inward-Dialing DID Trunk Service (Cont'd)

5.6.1 Rules and Regulations (Cont'd)

7. The customer shall be responsible for providing interception of calls to vacant and non-working assigned DID numbers by means of attendant interceptor recorded announcement service.
8. DID numbers are provided in blocks consisting of a maximum of 20 consecutive numbers, as available, which may be assigned to station lines at rates specified herein. The Company does not guarantee to provide consecutive numbers or consecutive number blocks.
9. The customer shall order and maintain sufficient number of trunks as to prevent blockage in the network.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.6 Direct-Inward-Dialing DID Trunk Service (Cont'd)

5.6.2 Rates and Charges

	<u>Installation Charge</u>	<u>Monthly Rate</u>
1. <u>DID Service</u> All exchanges	\$75.00	\$24.50
2. <u>Group of 20 DID numbers</u>		
a. Working Numbers, each block	\$250.00**	\$ 8.50

* Additional installation charges pursuant to Section 3 of this Tariff may apply.

** One installation charge per order

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)5.7 Directory Assistance5.7.1 General

1. Directory Assistance service does not provide listing information on non-published 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 5.7.2.
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.
6. The customer will be charged for each call to Directory Assistance beyond the monthly call allowance.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.7 Directory Assistance (Cont'd)

5.7.2 Rates and Charges

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

<u>Rate</u>	
Per call	\$0.50
Monthly Allowance	0

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)5.8 Shared Tenant Service5.8.1 General

1. Basic Local Exchange Service is furnished for the exclusive use of the subscriber, and the subscriber's family, guests, employees, agents, or representatives. Resale of Basic Local Exchange Service is permitted only under the specific conditions described in this Tariff. For the purpose of this Tariff section, "sharing" of Basic Local Exchange Service is considered synonymous with "resale" of Basic Local Exchange Service.
2. When in the judgment of the Company it is deemed necessary, or when the projected number of clients is five or more, the customer must apply in writing to resell exchange services provided by the Company and may be required to submit layout maps defining the intended geographic resale area and anticipated development plan in terms of new or existing buildings. All rates and charges in connection with the resale operation and all repairs and rearrangements behind and including the reseller's communication system will be the responsibility of the reseller (customer of record)/owner. The reseller will be the single point of contact for all shared tenant services provided in the resale service area. Customers who choose to obtain service directly from the Company may subscribe to any local exchange service available. Nothing in this Tariff section impairs the Company's franchise or ability to operate in the state. This Tariff is not intended, nor does it, enfranchise or certify the recipients of this service as a telecommunications company.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.8 Shared Tenant Service (Cont'd)

5.8.1 General (Cont'd)

3. Resale is permitted where facilities permit and within the confines of specifically identified continuous property areas under the control of a single owner or within a common development with a single name identity, such as multi-tenant office buildings, apartment complexes, condominium complexes, commercial malls, campus complexes, and office and industrial parks. Areas designated for resale may be intersected or transversed by public thoroughfares provided that the adjacent property segments created by intersecting or transversing thoroughfares would be contiguous in the absence of the thoroughfare. If the designated resale service area is located within the confines of more than one exchange boundary, the serving central office will be determined by the Company. A resale area may be served by only one central office.
4. The premises definition as applies to resale of Basic Local Exchange Service is a resale area as defined by layout maps, if appropriate.
5. Private line services may be provided to tenants of resellers under the rules and regulations specified in the applicable sections of this Tariff. Resellers may obtain private lines for security purposes such as fire, burglary, etc.
6. Private interconnection of resale service areas within an exchange local calling area and LATA is prohibited. Tie Lines are restricted to the private use of a single resale client and cannot be used to access Local Exchange Service via Sharing and Resale trunks or lines.
7. All other rules and regulations specified in other sections of this tariff will apply.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.8 Shared Tenant Service (Cont'd)

5.8.2 Regulations and Application of Rates

1. Resale of Basic Local Exchange Service is available on a business flat rate basis. Other business services will be provided at the rates specified in other sections of this tariff.
2. The client of the reseller is defined as a different business, firm, corporation, company, subsidiary, association, associate or a residence. Listings for Shared Tenant Service Clients may be obtained under the conditions and rates specified in the directory listings portion of this Tariff. Charges for Listings will not be separately billed.
3. The service establishment charge shown in 5.8.3 applies for all resale service applications processed under this Tariff and is in addition to all other applicable nonrecurring and recurring charges.
4. Whether the tenants included in a resale service area are residence or business, such tenants may be served by the reseller and the same business rates specified in this and other Tariffs will apply to the reseller.
5. The minimum period of service is 36 months with a Service Cancellation Fee (SCF) applicable at the date of termination based on the exchange rates in effect. The Service Cancellation Fee is reduced by 1/36 per month and will be an amount equal to the business rates being billed at the time of termination. A nine-month notice is required prior to termination of service by the reseller. If a nine-month notice is not received, the reseller will be required to continue to provide access services until the Company can provide individual access facilities. But, in no case will this requirement extend beyond nine months from the date the notice of termination is received.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.8 Shared Tenant Service (Cont'd)

5.8.2 Regulations and Application of Rates (Cont'd)

6. When a subscriber located within the designated resale service area wishes to be directly served by the Company on a non-resale basis, or when Company or customer provided Coin Telephone Service is to be provided in the resale service area, the owner/developer will bear the responsibility for and cost of providing premises access for such services.
7. At the Company's option, the owner/developer will make either cable pairs or their equivalents available, and provide facility support (conduit or poles) access to the Company at no charge for provision of these services.
8. The STS provider shall obtain and guarantee the permission of the building owner to allow direct access by the Company to any tenant upon the tenant's request. This is a condition for provisioning service for this Tariff.
9. All usual and applicable Service Charges and Installation Charges as appropriate indicated in this and other Tariffs apply to the activation, move or change of lines within the sharing and resale offering.
10. Suspension of service as described in this Tariff is not applicable to this service.
11. Transfer of service responsibility between resellers is permitted and will not change the initial service establishment date used to calculate the SCF.

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BASIC LOCAL EXCHANGE SERVICE (Cont'd)

5.8 Shared Tenant Service (Cont'd)

5.8.2 Rates

Service Establishment Charge
– Per application

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
(a) Each	\$–	\$30.00

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DIRECTORY LISTINGS (Cont'd)

6.1 Regulations

1. The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone numbers and as an aid to the use of telephone service.
2. The Telephone Company will furnish to its subscribers, without charge, one directory per access line/trunk or as it deems necessary for the efficient use of the service. Other directories will be furnished at the discretion of the Company at a reasonable charge.
3. The Telephone Company shall have the right to make a charge for subsequent directories issued in replacement of directories destroyed, defaced, or mutilated while in the possession of the subscriber.
4. The listing of subscribers either without charge or at the rate specified herein for additional listings in the alphabetical section of the directory does not contemplate special prominence of arrangement. The Company bears no responsibility in any dispute that may arise as a result of the publication or non-publication of such listings in its directories.
5. Listings must conform to the Company's specifications with respect to its directories. The Company reserves the right to reject listings when in its judgment such listings would tend to delay or impede the use of the service.
6. The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when in its sole judgment the clearness of the listing and the identification of the subscriber is not impaired thereby.

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DIRECTORY LISTINGS (Cont'd)

6.1 Regulations (Cont'd)

7. Street numbers, followed by the names of streets and/or community, will be used in identifying the location of the subscriber. The use of corner addresses, PO Box, Rural Route, floor, room or suite numbers of buildings or apartment houses, or other such designation is not permitted.
8. Listings are not provided in connection with Public Telephone Service. Listings of Exchange Access Line Service used for the provision of Public Telephone Service are pursuant to rules, regulations and charges for additional business listings.
9. If in the judgment of the Company, indented or additional listings are warranted for better identification of the subscriber or governmental offices, such listings may be provided without charge.

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DIRECTORY LISTINGS (Cont'd)6.1 Regulations (Cont'd)

10. Whenever any question arises to the authorization of a subscriber to list the name of a business or to use a listing that includes the trade name of another business, the Company, at its discretion, may require the subscriber to provide proof of such authorization. Such proof may include, but is not limited to, written authorization from the owner of such name addressed to the Company specifically to permit the listing requested by the subscriber. The Company may refuse or delete a listing when the owner either does not provide appropriate written authorization or withdraws previous authorization in a written letter to the Company.
11. The length of contract period for directory listings is from the time the listing is appears in information records to the end of the directory period. The directory period is from the day the directory is published to the day the succeeding directory is published. When the listing appears in information records only, the period is one month.

6.2 Primary Listings

1. A primary listing is provided without charge as follows for each separate access line/trunk for Residence, Business, Key, PBX and one primary listing for each ISDN BRI/PRI service group, one way DID Trunk group, Distinctive Alert Service number or Remote Call Forwarding service.
2. When two or more access lines or KEY or PBX trunks are operated with line hunt service, the first number of the group is considered the primary listing. When two or more access lines/trunks are in a hunt group, a primary listing may be made for each access line/trunk if requested by customer without charge.

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DIRECTORY LISTINGS (Cont'd)

6.2 Primary Listings (Cont'd)

3. Additional primary listings will be indented under the main primary list for residence or business customer located at same location. Name of other person at same premise or word phrase is permitted on the indented listing.

4. Examples:

Doe John 123 Main St, West Liberty.....	555-2222
Teen Line.....	555-4444
 South Lumber Co 123 Main St.....	 555-1234
FAX.....	555-4444

6.3 Unlisted Number Service

1. Unlisted number service is the withholding of a customer's listing from the printed telephone directory. The number may be obtained from the directory assistance operator. Subscribers requesting such arrangements agree to hold the Company harmless from any damages that might result from the unlisted number including the failure to receive calls.
2. The Company is not liable for damages resulting from the inadvertent listing of an unlisted number in a telephone directory.
3. Unlisted number service does not preclude the Company from supplying the customer's name, address and telephone number to the 911-service administrator or name and number for Calling Number Delivery or Calling Name Delivery Service.

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DIRECTORY LISTINGS (Cont'd)6.4 Non-Published Number Service

1. Non-published number service is the withholding of a customer's listing from both the telephone directory and directory assistance records. Subscribers requesting such arrangements agree to hold the Company harmless from any damages that might result from the non-published listing including the failure to receive calls.
2. The Company is not liable for damages resulting from the inadvertent publication of a non-published number in a telephone directory or for refusing to disclose a non-published number to any party.
3. Non-published number service does not preclude the Company from supplying the customer's name, address and telephone number to the 911-service administrator or name and number for Calling Number Delivery or Calling Name Delivery Services.
4. Non-published Number Service may be provided at no charge for Line Hunt Service- hunt numbers, Public Telephone Access Line numbers, Distinctive Alert Service, and DID numbers, or additional residence access line numbers located at same location as one residence access line with a main primary residence listing.

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DIRECTORY LISTINGS (Cont'd)

6.5 Business Listings

Business names in the directory listings shall be limited to the following:

1. The individual name of the subscriber or joint user, or
2. The name under which the subscriber or joint user is actually doing business as evidence by signs on the premises by letterheads, and by name under which a bank account is carried, or
3. The name under which a business is actually being conducted by someone other than a subscriber and which the subscriber or joint user is authorized by such other to use, or
4. The individual names of the officers, partners or employees of the subscriber, or
5. The names of department or service when such listings are deemed necessary from public reference viewpoint may be provided on indented additional listing under a main primary listing.
6. One professional designation such as: MD, CPA may be provided on each business listing at no charge. Those, in excess of one, may be provided at Regular Additional Listing rate.
7. A title such as: Mrs., Rev, Dr. may be included in the listing at no additional charge.

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DIRECTORY LISTINGS (Cont'd)

6.6 Residence Listings

Residence listings in the directory listings shall be limited to the following:

1. A residence listing may consist of surname, given name or initials, the address, and the telephone number.
2. The listing name may be of other party residing at the address where service is provided if so designed by the subscriber
3. A title such as: Mrs., Rev, Dr. may be included in a listing.
4. Examples:
Doe JT 123 Main St, West Liberty.....555-1234
Doe Jane Mrs. 123 Main St West Liberty.....555-1234

6.7 Regular Additional Listings

1. Business additional listing may include the following:
 - (a) the names of partners or members of a firm if the subscriber or joint user is a partnership of the firm;
 - (b) the names of officers of the corporation, if the subscriber or joint user is a corporation; and for any business establishment;
 - (c) the names of associates or employees of the subscriber or joint user.
2. Residence additional listings may be the names of members of the subscriber's family or other persons residing in the customer's household as part of the family unit.
3. Additional listings that are designed to give publicity to a commodity or service are not accepted.

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DIRECTORY LISTINGS (Cont'd)

6.7 Regular Additional Listings (Cont'd)

4. Unless otherwise provided herein, all additional listings must be of the same address and telephone number as the primary listing, except as provided below for alternate listings.
5. If, in the sole opinion of the Company to aid the use of the directory and satisfactory service can be furnished, a listing may be permitted under the address of a PBX installed on premises of the subscriber but at an address different from that of the switchboard, or main station, using the telephone number of the primary listing.
6. Additional Listing charges date from the time the listing is posted on the information records to end of the directory period. Information records are posted at the time application for the listing is made.

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DIRECTORY LISTINGS (Cont'd)

6.8 Special Types of Additional Listings

6.8.1 Cross Reference Listings

Cross Reference listings, i.e., listings of nicknames, abbreviated names which are commonly spelled in more than one way, and rearrangement of names, are permitted when, in the opinion of the Company, they are necessary to refer the directory user to another directory listing for the proper identification of a subscriber. The Company will not permit such listings for purposes of securing a preferential position in the directory or for advertising purposes. Cross Reference Listings will be provided at the Regular Additional Listing Rate.

Examples:

South Lumber Co.....See Lumber Company of the South
Regis Gary.....See Regas Gary
Doe (Bill).....See Doe William

6.8.2 Alternate Call Number Listings

The listing of an alternative number to be called is permitted for customers in all classes of service for purpose of directing calling parties to other telephone numbers are same or different premises subject to the following conditions: 1. Names of individuals/business are not permitted, 2. Text may not exceed one line. The consent of the subscriber to the alternately listed service must be obtained before the alternate listing is furnished. Alternate Call Number Listings will be indented under a primary or other additional listing. It is provided at the Regular Additional Listing rate per listing used.

Examples:

South Lumber Co 123 Main St, West Liberty.....555-1221
Nights, Sundays and Holidays call..... 555-4442
If No Answer.....555-4443
Or Residence.....555-4444

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DIRECTORY LISTINGS (Cont'd)

6.8 Special Types of Additional Listings (Cont'd)

6.8.3 Foreign Listings

1. Foreign Listings, i.e., listings of subscribers located in an exchange other than in which the directory service is furnished or Toll Free numbers are permitted subject to the terms of this Tariff for Additional listing services. Foreign listings are provided at the Additional Listing rate for each line of information requested.
2. Foreign listings will be billed in advance for the directory period (12 months).
3. Examples:

Doe, William Nashville TN.....555-555-1234
 South Lumber Co.....Toll Free 1-877-555-1234

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DIRECTORY LISTINGS (Cont'd)

6.8 Special Types of Additional Listings (Cont'd)

6.8.4 Caption Listings

Caption listing provides text information limited to a single text line and does not include a telephone number. Must be preceded by one primary listing or followed by at least one other listing, which does include a telephone number.

Examples:

South Lumber Co West Liberty.....555-1234

Local offices in West Liberty and Frenchburg

After Hours of 7:00AM thru 5:00PM call Frenchburg Office.....555-1223

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DIRECTORY LISTINGS (Cont'd)

6.8 Special Types of Additional Listings (Cont'd)

6.8.7 Dual Name Listings

1. Dual Name Listings may be provided for customers subscribing to residence service that reside at the same address and share the same surname, and for a person known by two first names or nickname.
2. Dual Name Listings may be provided as the primary listing at no additional charge for the addition of the second name to the listing.
3. Dual Name Listings may be provided as an additional listing at the customer's option at the Regular Additional Listing rate.
4. Examples:
Doe John and Jane 123 Main St W. Liberty555-4444
Doe Billy Bob 123 Main St W. Liberty555-4444
Doe William (Bill) 123 Main St W Liberty555-4444

6.9 Shared Tenant Services Listings

1. A client of shared tenant services may request the reseller, on his behalf, to obtain listings as specified in this tariff. All appropriate charges and regulations for directory listings specified herein are applicable to client's listings. Clients listing charges will be billed to the reseller at Regular Additional Listing rates (customer of record) and will not be billed separately.
2. A client of a reseller who does not require a directory listing is required that a telephone number be accessible for E-911 or other similar services, must be listed as an Unlisted Number (Private) listing. The unlisted directory number charge will apply per section 6.3, preceding.

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DIRECTORY LISTINGS (Cont'd)

6.10 Emergency Service Listings

A 911 telephone number listing must be included with the emergency and/or non-emergency listings for emergency agencies. No charges apply to either listing.

6.11 Rates

	<u>Monthly Rate</u>
1. Primary Listings, each	No Charge
2. Additional Listings, each	\$0.50
3. Foreign Listings, each	\$0.50
4. Unlisted Number, each	\$0.50
5. Non-published Number, each	\$1.00
6. Emergency Service Listings	No Charge

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MISCELLANEOUS SERVICES (Cont'd)

7.1 Touch-Tone / Pushbutton Telephone Service

All Subscriber services are provisioned with Touch-Tone.

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MISCELLANEOUS SERVICES (Cont'd)7.2 Custom Calling Features7.2.1 GeneralCall Waiting with Cancel Call Waiting

Call Waiting – Provides the user, busy on a call, with a private signal that alerts him to an unanswered call waiting to be completed to his number. The user may, then, hold the existing call, answer the incoming call and alternately talk on both calls until one has been terminated.

Cancel Call Waiting – Allows the Customer to cancel the Call Waiting or Call Waiting Deluxe feature on an in-bound call on a per call basis. This can be done before the Customer places a call. If customer also subscribes to 3-Way Calling capability, Calling can be done during a conversation. Furnished at no charge for all customers with Call Waiting features.

Call Waiting Deluxe – This service allows a called customer to control the treatment applied to incoming calls while the customer is off-hook on a call. Call Waiting Deluxe includes the functionality of the Call Waiting feature and provides several additional call disposition options.

Call disposition options are: (a) answer the incoming call, placing the existing call on hold; (b) answer the incoming call, dropping the existing call; (c) direct the incoming call to hold via a recording, (d) forward the incoming call to another location, (e) Conference the incoming call with the existing call and, if desired, drop either party of the conference call.

The customer must have Calling Name Enhanced feature for the calling ID data of the waiting call to be provided following the Call Waiting Deluxe alerting tone.

The customer must have Call Forwarding Don't Answer feature in order to forward a waiting call to other location.

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MISCELLANEOUS SERVICES (Cont'd)

7.2 Custom Calling Features (cont'd)

7.2.1 General (cont'd)

Call Forwarding All Calls

Provides for transferring incoming calls to another telephone number by dialing a code and the telephone number of the service to which calls are to be transferred.

Three-Way Calling

Permits an existing call to be held, and by dialing a second telephone, call can be established and added to the connection. Two toll points may be connected on Three-Way Calling. Normal transmission performance cannot be assured on all calls.

Speed-Calling

Provides for the calling of a 7 or 10 digit telephone number by dialing an abbreviated code. The arrangement available has an eight (8-code) and thirty (30 code) number capacity.

Call Forwarding Busy

This CFB feature provides for calls terminating to a customer's busy number to be forwarded to another number. The customer can control via dialing codes the activation or deactivation of the service or reprogram the forward to number.

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MISCELLANEOUS SERVICES (Cont'd)

7.2 Custom Calling Features (cont'd)

7.2.1 General (cont'd)

Call Forwarding Don't Answer

This CFDA feature provides for calls terminating to a customer's idle number to be forwarded, after a customer-preselected number of rings, to another number. The customer can control via dialing codes the activation or deactivation of the service and the forwarded-to number and number of rings.

Call Forwarding Fixed

This feature provides for all calls terminating to customer's number to be forwarded to another number. The customer can control via dialing codes the activation or deactivation of the service. The forwarded-to number is specified by the customer at time order is placed and can only be changed via a service order.

Call Forwarding Multipath

This feature provides customer who subscribe to Call Forwarding, Call Forwarding Busy, Call Forwarding Don't Answer, or Call Forwarding Fixed services the capability to specify a limited number of additional access paths that will be forwarded to another number.

One (1) access path will be provided at no charge with each Call Forwarding feature listed above.

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MISCELLANEOUS SERVICES (Cont'd)

7.2 Custom Calling Features (cont'd)

7.2.1 General (cont'd)

Call Forwarding Remote Activation

Capability to remotely activate call forwarding features by calling a switch assigned number other than number to which feature is assigned and enter pin number assigned by the Telephone Company.

Six-Way Calling

Permits existing call(s) to be held, and by dialing additional telephone numbers allows the establishment and connection of up to 6 additional connections, including toll points. Normal transmission performance cannot be assured on all calls.

Three Way Calling with Transfer

Permits a subscriber to the service to connect an existing call to a third party allowing that call to be added to the existing connection or transferred to that third party connection. Upon transfer, the subscriber who established the connection may terminate from the call without terminating the connection between the two connected parties. Connection of any calls initiated on a toll basis by the subscriber will remain the responsibility of the subscriber. Service is not intended to provide arbitrage or resale of toll services and the Company may discontinue the provision of service to those subscribers deemed in violation of the intent of the service. Normal transmission performance cannot be assured on all calls.

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MISCELLANEOUS SERVICES (Cont'd)

7.2 Custom Calling Features (cont'd)

7.2.2 Provision of Service

1. The services are limited to those areas served by central offices equipped to provide services described in this Section. All services may not be available in all offices.
2. The services are furnished only in connection with individual line service.
3. Compatibility with other services and customer provided end user and station equipment is not guaranteed.
4. Call Forwarding All Calls, Call Forwarding Busy, Call Forwarding Don't Answer, Call Forwarding Fixed services are furnished with 1 call forwarding access path. Customers requiring a greater number of forwarding paths may purchase a limited number of additional paths on an individual case basis.
5. Customers Subscribing to Call Waiting or Call Waiting Deluxe will automatically receive access to Cancel Call Waiting Service at no additional charge.
6. Satisfactory transmission levels cannot be assured on calls completed outside of the local calling area or to non-wireline numbers.

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MISCELLANEOUS SERVICES (Cont'd)

7.2 Custom Calling Features (cont'd)

7.2.2 Provision of Service (cont'd)

8. Services provided herein may require customer premise equipment to be used. Such equipment is not provided by the Company and is solely the responsibility of the subscriber.
9. All terms and conditions, including rates, for the other features associated with the line are described in the feature-specified section of this Tariff. Such features must be ordered separate from the Call Waiting Deluxe.
10. Customers subscribing to Calling Name and Number Delivery Services will receive Anonymous Call Rejection service at no additional charge.
11. Operation of service between the company and other telephone service providers dependent on deployment of such services capabilities by the other telephone service providers. All features will not work from all locations.

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MISCELLANEOUS SERVICES (Cont'd)7.2 Custom Calling Features (cont'd)7.2.3 Rates

Charges are in addition to applicable charges for underlying Exchange Access Service(s) or additional Feature(s)

<u>Monthly Rates</u>	<u>Residential</u>	<u>Business</u>
1. Call Waiting	\$ 2.50	\$ 3.50
2. Three-Way Calling	\$ 3.25	\$ 4.00
3. Speed Calling		
8-code	\$ 1.50	\$ 2.25
30-code	\$10.00	ICB
4. Call Forwarding Busy	\$ 1.75	\$ 2.50
5. Call Forwarding Don't Answer	\$ 1.75	\$ 2.50
6. Call Forwarding All Calls	\$ 1.75	\$ 1.75
7. Call forward Busy/Don't Answer	\$ 5.00	\$ 5.00
8. Delayed Call Forwarding	\$ 2.50	\$ 2.50
9. Remote Activation to Call Forwarding	\$ 1.75	\$ 2.50
10. Conference Calling	\$ 3.25	\$ 4.00
11. Three Way Calling with Transfer	\$ 5.00	\$ 5.00

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MISCELLANEOUS SERVICES (Cont'd)

7.2 Custom Calling Features (cont'd)

7.2.4 Special Promotions

1. During selected periods, special promotion of Custom Calling Services the Service ordering Charge (premises visit not required) does not apply to any order on which either or both of these services are being established and for which that charge is the only service charge which would have normally applied on the order. Service connection charges for Advanced Calling Services will not apply when these services are provided at the same time as the establishment of Custom Calling Service during a promotion.
2. Notice shall be given to all subscribers to whom the specially promoted services are available. The notice shall state the length of the special promotion period that shall extend a minimum of two consecutive months. Notice shall be given in time to allow each customer a minimum of one month in which to subscribe to the services during the special promotion period.
3. All specially promoted service orders under these tariff provisions shall be installed during the special promotion period or within a normal installation Interval thereafter or for any period thereafter only as long as the installation interval must be extended for reasons not the fault of the subscriber.

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MISCELLANEOUS SERVICES (Cont'd)

7.3 CLASS (Custom Local Area Signaling Service) Features

7.3.1 Feature Description

CLASS features are available to subscribers of Basic Exchange Line on an “a la carte” basis where service capabilities are available.

Automatic Call Back (ACB) – By dialing the ACB activation code, a subscriber directs the switch to recall the dial number of the last outgoing call from his set. The switch will set up the call to that number whether or not the called party answered the original call. Therefore, without having to redial the number, the subscriber can use ACB either to contact a party he has been unable to reach or continue an interrupted discussion. If the called line is busy, the switch queues the ACB request and delays processing of the call until both the called and calling parties are idle. Once both lines are idle, the switch first applies distinctive ringing to the calling line to alert the subscriber that the requested call back is ready to be set up.

When the calling subscriber goes off-hook in response to the distinctive ring the switch processes the call and applies normal ringing to the called line. An ACB request is removed from the queue when the switch successfully sets up the call (i.e., rings the called party) or when the request times out (after 30 minutes) or cancel callback code is dialed.

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MISCELLANEOUS SERVICES (Cont'd)

7.3 CLASS (Custom Local Area Signaling Service) Features (cont'd)

7.3.1 Feature Description (cont'd)

Automatic Recall – This feature enables a customer to automatically return the last incoming call whether it is answered or not. Upon activation of the feature, the customer receives an automated voice response message stating the number of the party who called and is given the option of returning the call. If the called line is found to be busy, a 30-minute queuing process begins.

The customer is given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy/idle status of both parties until both lines are found idle, the customer cancels the request, or the queuing process expires. If both lines are found to be idle, the called party is alerted with a distinctive ring signifying that the call may now be completed.

Selective Call Forwarding – Selective Call Forwarding allows the customer to transfer selected incoming calls to another telephone number. A screening list containing a Company-specified dialed number is created by the customer and placed in the network memory via an interactive dialing sequence. Subsequently, calls are forwarded only if the calling number can be obtained and is found to match a number on the screening list.

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MISCELLANEOUS SERVICES (Cont'd)

7.3 CLASS (Custom Local Area Signaling Service) Features (cont'd)

7.3.1 Feature Description (cont'd)

Selective Call Acceptance – Allows the customer to accept calls from a list of calling numbers. Callers not on the list (or of unknown origination) will be routed to a recording that the caller is not accepting calls and the call will be rejected. The Company will specify the number of calling numbers allowed on the list.

Selective Call Rejection– This feature allows the subscriber to have the switch automatically reject calls from incoming numbers on the customer's pre-designated screening list when a call is placed to the customer's number from a number on the screening list. The caller receives an announcement indicating that the party he is attempting to call does not wish to receive calls. The Company will specify the number of screening numbers allowed.

Distinctive Ring/Call Waiting Tone – This feature provides special treatment for call received from customer-specified telephone numbers. The customer creates a screening list containing a Company-specified quantity of telephone numbers through an interactive dialing sequence. When a call is received from one of the predetermined telephone numbers the customer is alerted with a distinctive ringing pattern or call waiting tone, for subscribers with call waiting service. Calls from telephone numbers not include on the screening list will produce a normal ringing pattern or call waiting tone.

Customer Originated Trace – Customer Originated Trace (COT) allows a subscriber to initiate a trace of a harassing or obscene call without first having to obtain legal authorization or telephone company assistance. The subscriber starts the trace by dialing the COT activation code. The switch retrieves the Telephone number of the last incoming call. The switch immediately outputs the telephone number to a terminal at the Company. An announcement will be provided to the subscriber informing him of the successful trace.

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MISCELLANEOUS SERVICES (Cont'd)

7.3 CLASS (Custom Local Area Signaling Service) Features (cont'd)

7.3.1 Feature Description (cont'd)

The customer using this feature is required to have contacted their servicing law enforcement agency and presented to the Telephone Company a Court Order (police order/bureau report) authorizing results of traces initiated by the customer to be released directly to the proper legal authorities for legal handling. There is a charge to the customer for each annoyance call–bureau report provided. The customer acknowledges their understanding that under no circumstances will trace results be provided directly to the customer.

Calling Name and Number Delivery – displays the name and number of the calling party on a special display telephone or display unit. In addition to the caller's telephone number, the first 15 digits of the calling subscriber's first name will also appear.

Calling Number Delivery (“Caller ID”) – With Calling Number Delivery, the subscriber can view the telephone number of an incoming call before answering. After the first ring to alert the subscriber, the switch sends the ten–digit calling telephone number and the current month, day, hour, and minute

Any customer subscribing to Calling Number Delivery will be responsible for the provision of a display device that will be located on the customer's premises. The installation, repair and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Calling Number Delivery is not available on operator–handled calls.

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MISCELLANEOUS SERVICES (Cont'd)

7.3 CLASS (Custom Local Area Signaling Service) Features (cont'd)

7.3.1 Feature Description (cont'd)

Calling Name Enhanced (Delivery on Call Waiting) – Allows the receipt of calling party name/number/date/time display information on a customer provided CPE—special display telephone or display unit on idle line or busy line with the activation of call waiting. The customer receiving the call may choose to then place the original call on hold by depressing the switch hook and may toggle between the two calls or may choose not to respond to the call. This feature includes Anonymous Call Rejection (ACR) and Call Waiting at no additional charge.

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MISCELLANEOUS SERVICES (Cont'd)

7.3 CLASS (Custom Local Area Signaling Service) Features (cont'd)

7.3.1 Feature Description (cont'd)

Calling Number Delivery Blocking (Per Call) – For outgoing calls, a subscriber to this feature can prevent delivery of his telephone number to the called party. On a per-call basis the subscriber blocks display of his telephone number by dialing the feature activation code. Upon receiving the code, the switch returns dial tone again, and the subscriber enters the telephone number to be called. If the call is completed (i.e., the called party's line is rung), the terminating CLASS office sends a "P" (indicating private number) to the called party's terminal in place of the calling telephone number.

This feature will be available without pre-subscription and at no charge.

Operator services, Customer Originated Trace (COT) and 9-1-1 service takes precedence over Calling Number Delivery Blocking – Per Call and Per Line service with all calling numbers available regardless of the privacy status.

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MISCELLANEOUS SERVICES (Cont'd)

7.3 CLASS (Custom Local Area Signaling Service) Features (cont'd)

7.3.1 Feature Description (cont'd)

Operator services, Customer Originated Trace (COT) and 9-1-1 service takes precedence over Calling Number Delivery Blocking – Per Call and Per Line service with all calling numbers available regardless of the privacy status.

Directory Number and Number Delivery Blocking – allows Customer to prevent his/her number from appearing on the called party's Caller ID telephone or display unit. Calls from users with this feature activated will appear as "private" in the calling party's display unit.

Per call activation of this feature is available to all Company subscribers without presubscription. Customers with this feature activated on a per line basis may deactivate that blocking should per call activation be attempted.

Use of this feature will not prevent disclosure of calling information to E911 services or the serving end office of the calling party. The called party may have the ability to activate call return, call trace, and call screening capabilities.

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MISCELLANEOUS SERVICES (Cont'd)

7.3 CLASS (Custom Local Area Signaling Service) Features (cont'd)

7.3.1 Feature Description (cont'd)

Anonymous Call Rejection– Allows the subscriber to automatically reject calls from lines which have the calling number information blocked. Anonymous callers will receive a recorded announcement directing them to unblock the line to complete the call.

Find Me / Follow Me – Allows an incoming call to be routed according to a subscriber-defined list of numbers. The numbers may be called simultaneously or sequentially, either in a preferred order or in accordance with the subscriber's scheduled activities and locations. Once the list has been called and no connection made, the system will terminate the call to voice mail or no answer.

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MISCELLANEOUS SERVICES (Cont'd)

7.3 CLASS (Custom Local Area Signaling Service) Features (cont'd)

7.3.2 Regulations

1. CLASS features are optional service offerings in addition to the regular exchange service subscribed to by the customer.
2. CLASS features rely on the telephone number of the called party as relayed to the Company via the Signaling System 7 as part of the call itself. The Company takes no responsibility for the operation of features provided herein nor the use of such features by the subscriber for features that require accurate, unaltered (i.e., “non-spoofed”) transmission of telephone numbers.
3. The Company is not liable for the delivery or failure to deliver of any CLASS feature or name and telephone number.
4. CLASS features operate via the use of the Signaling System 7 network. CLASS features may not perform as described based on the serving telephone company or equipment of the called / calling party.
5. CLASS features are limited residential and business exchange line services.
6. Installation of CLASS features are subject to charges specified in Section 3 of this Tariff.
7. The Company will deliver all numbers/names, subject to technical limitations, including those on non-published or unlisted telephone numbers unless the caller subscribes to and/or has activated Calling Number Delivery Blocking.
8. Subscribers to features requiring customer premise equipment to operate are responsible for the provision of that equipment. The Company assumes no liability for the operation of any customer provided equipment.

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7.3 CLASS (Custom Local Area Signaling Service) Features (cont'd)

7.3.2 Regulations (Cont'd)

9. Advanced Calling Services (CLASS) may not be available on certain trunk facilities (i.e., business groups that exist in multiple offices interconnected by tie trunks).
10. The services are provided subject to the availability of facilities and technical limitations and limited to the Company's central offices specifically equipped to provide such service.
11. The Company shall not be liable to any person for damages of any nature or kind arising out of, or resulting from, or in connection with the provision of these services, including without limitation, the delivery or non-delivery of calling numbers.
12. Telephone numbers transmitted via Calling Number or Name Delivery Services described in Section 7.3 of this tariff are intended solely for the use of the Calling Number Delivery subscriber, and resale of this information is prohibited by this Tariff. Operator assisted calls may override the operation of CLASS features.

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MISCELLANEOUS SERVICES (Cont'd)7.3 CLASS (Custom Local Area Signaling Service) Features (cont'd)7.3.3 Rates

Charges are in addition to applicable charges for underlying Exchange Access Service(s) or Feature(s).

<u>Monthly Rates</u>	<u>Residential</u>	<u>Business</u>
1. Automatic Call Back	\$ 2.50	\$ 5.00
2. Automatic Recall	\$ 2.50	\$ 5.00
3. Calling No. Delivery / Caller ID	\$ 0.00	\$ 3.50
4. Calling Number Delivery Blocking per call (blocking or unblocking)	\$ 0.00	\$ 0.00
5. Calling Name Delivery w/ACR	\$ 1.50	\$ 4.50
6. Customer Originated Trace	\$ 3.50	\$ 5.00
Annoyance Call Bureau Report	\$ 7.50	\$ 7.50
7. Distinctive Ring/Call Waiting Tone	\$ 4.50	\$ 4.50
Distinctive Ring/non-published number	\$ 5.50	\$ 5.50
8. Selective Call Rejection	\$ 2.50	\$ 5.00
9. Selective Call Forwarding	\$ 2.50	\$ 5.00
10. Find Me / Follow Me	\$ 3.00	\$ 3.00
11. Selective Call Acceptance	\$ 2.50	\$ 5.00
12. Anonymous Call Rejection (ACR)	\$ 2.50	\$ 5.00
12. Call Waiting Deluxe w/ACR	\$ 1.00	\$ 1.00
13. Caller Identification Delivery w/Call Waiting	\$ 1.00	\$ 1.00

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7.4 Off Premise Extension (OPX)

7.4.1 Definitions

1. For the purposes of definition, Off Premise Extension (OPX) is any line extended off-premise by use of service wire or cable pair or equivalent, but does not interconnect or “bridge” with other cable pairs or equivalent in the central office. Should bridging be necessary, rates for bridging service are in addition to off-premise service rates.
2. Bridging is used to connect two separate cable pairs or equivalent to the same line at the central office or equivalent.
3. OPX service is intended to support secondary or after hours answering of business service and is not intended to substitute for basic service subscription.

7.4.2 Regulations

1. Off Premise Extension or Bridging service can be furnished provided facilities are available and technical limitations in each specific case permit.
2. Separate telephone numbers or other distinctive designations are not assigned to OPX service nor is distinctive ringing permitted on any service ties to an OPX.
3. Intercommunication between the main service and OPX is not permitted.
4. The Company reserves the right to deny or to limit the number of OPXs permitted at any end user location.

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MISCELLANEOUS SERVICES (Cont'd)

7.4 Off Premise Extension (Cont'd)

7.4.2 Regulations (Cont'd)

5. OPX service is not permitted on any end user location where the end user does not have at least one Company business exchange line for each OPX ordered
6. Mileage charge will be based upon measured route mileage from the main service to the end user premise.
7. Interoffice facilities, pursuant to Duo County Telephone Access Tariff PSC 2A apply for OPX service between central offices.
8. Minimum mileage per OPX circuit segment is ¼ mile.

7.4.3 Rates

	<u>Monthly</u>	<u>Installation</u>
1. Off Premise Extension – First quarter mile or less	\$ 3.00	\$60.00
2. Each additional ¼ mile	\$ 0.75	\$ 0.00
3. Each bridged service per additional pair	\$ 0.75	

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MISCELLANEOUS SERVICES (Cont'd)

7.5 Hot Line Service

7.5.1 General

1. Hot Line Service is an automatic dialing feature which provides the customer with the ability to automatically be connected with another line in the circuit switched connection is set-up without any further action.
2. Hot Line Service may be used only in connection with individual line service.
3. Hot Line Service is furnished only from central offices that have been arranged to provide this service and is provided subject to the availability of facilities.

7.5.2 Rates and Charges

The rates and charges for this service are in addition to normal service and monthly charges for individual line service found elsewhere in this Tariff.

Per Line Equipped

	<u>Monthly Rate</u>	<u>No. Change Fee</u>
1. Residence	\$ 1.00	\$ 2.50
2. Business	\$ 1.00	\$ 2.50

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MISCELLANEOUS SERVICES (Cont'd)

7.6 Warm Line Service

7.6.1 General

1. Warm Line Service provides a customer who has basic exchange line service with a time-delayed automatic dialing capability. If the customer with this service goes off-hook and initiates dialing within the time delay period, their call will proceed normally as dialed. If dialing does not commence within the time delay period (Approximately 6 seconds), a preprogrammed (7 or 10 Digits) telephone number is automatically dialed. The customer must select the preprogrammed telephone number at the time service is established and can be changed only via service order.
2. Warm Line Service may be used only in connection with individual line service.
3. Warm Line Service is furnished only from central offices that have been arranged to provide this service and is provided subject to the availability of facilities.

7.6.2 Rates and Charges

The rates and charges for this service are in addition to normal service and monthly charges for individual line service found elsewhere in this Tariff.

Per Line Equipped

	<u>Monthly Rate</u>	<u>No. Change Fee</u>
1. Residence	\$ 1.00	\$ 2.50
2. Business	\$ 1.00	\$ 2.50

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MISCELLANEOUS SERVICES (Cont'd)

7.8 Employees' Telephone Service

7.8.1 General

1. Employees of the Telephone Company may be granted full or partial concession rates for certain items of local exchange service furnished in connection with telephone service at their place of residence.
2. Concession rates do not apply to long distance charges, DA charges or the Usage Charges of any Local Calling Plans.
3. The primary listing must include the name of the employee. Any additional listings are provided at the regular charge.

7.8.2 Rates

1. Full Concession – 100 percent of the applicable items.
2. Partial Concession – 50 percent of the applicable items.

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MISCELLANEOUS SERVICES (Cont'd)

7.9 Seasonal and Vacation Service

7.9.1 General

Seasonal and Vacation Service is basic local exchange service temporarily suspended at the request of the subscriber. This service is provided to customers in all the Company's exchanges, except Public Telephone Access lines, KEY, PBX and ISDN customers.

7.9.2 Conditions

Seasonal and vacation service will be furnished at the Company's discretion under the following conditions:

1. Service is available where the usage is of a seasonal nature.
2. During the period when the customer is billed at the reduced rate, no installation, moves, the Company will provide changes or maintenance.

7.9.3 Rates

1. The monthly rate will be 50% of the total Local Exchange Service including all optional services and features billable at the point of conversion to seasonal / vacation service.
2. Service may be suspended for a minimum of thirty (30) days and a maximum of one hundred and eighty (180) days.
3. Regular service charges will apply for the suspension and subsequent reconnection of service.

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MISCELLANEOUS SERVICES (Cont'd)

7.10 Line / Trunk Hunt Service

7.10.1 General

Line / Trunk Hunt Service includes a basic business exchange line configured to over flow (hunt) to another line or trunk in a sequence according to the subscriber's choosing.

7.10.2 Rate

	<u>Monthly Rate</u>
Line/Trunk Hunt Service Line	\$30.00

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MISCELLANEOUS SERVICES (Cont'd)

7.11 Call Screening and Restriction Services

7.11.1 Description

Customized Code Restriction (CCR)

Customized Code Restriction is a service that enables customers to restrict certain types of outgoing/incoming calls from being placed over their exchange lines/trunks. This capability is provided only by means of recorded announcement restriction. It is offered with options containing various sets of codes to be restricted, and is available to basic exchange customers with individual line residence or business service or PBX trunks.

Toll Blocking

Prevents the completion of calls to any numbers designated as “non-local” i.e., for calls to exchanges that would normally be expected to include a long distance charge from either the Company or a third-party long distance carrier, including “900” and similar dialed area codes. Toll Blocking excludes calls to toll free numbers.

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MISCELLANEOUS SERVICES (Cont'd)

7.11 Call Screening and Restriction Services (Cont'd)

7.11.2 Regulations

1. The charges quoted herein are in addition to the regular monthly rates for the respective types of service as provided for elsewhere in this tariff.
2. Service order charges apply as set forth in Section 3 for each service order to add Toll or Call Restriction Services unless otherwise indicated here.
3. Service order charges for Restricted Codes – NPA 900 do not apply in the following cases:
 - a. a new subscriber when they first obtain telephone service; and
 - b. to all subscribers who dispute or question a 900 – service charge for the first time.
4. Toll Blocking and Restricted Codes will be established and provided at no charge for customers receiving Lifeline Service pursuant to Section 5.4 of this Tariff.
5. Customers may subscribe to whichever option meets their needs, but only one option may be provided on a line/trunk or group of lines / trunks.
6. CCR / Toll blocking does not provide restriction of calls to public emergency service numbers (911).
7. Subscribing to CCR does not relieve customers of responsibility for calls charged to their numbers.
8. It is the responsibility of the customer to notify all station users of their service that an operator cannot be reached if access to an operator is blocked.

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MISCELLANEOUS SERVICES (Cont'd)

7.11 Call Screening and Restriction Services (Cont'd)

7.11.2 Regulations (Cont'd)

9. The Company shall not be liable to any person for damages of any nature or kind arising out of, or resulting from, or in connection with the provision of this service, including without limitation, the inability of station users to access the operator for any purpose, or any other restricted codes specified.
10. On the first occurrence of adjustment due to unauthorized or mistaken 900 service calls blocking shall be offered the customer at no charge. However, on the second occurrence of adjustment or customer refusal to pay the 900 service charges, company initiated blocking may be imposed at no charge. The customer will be notified at the time the request is made.
11. Screening feature enables the customer's line to pass information requiring special operator handling. Database and/or information digits are passed to other carriers for use by such carriers at the carrier's discretion. Use and compliance with such codes by the carrier is not guaranteed.
12. The codes shown for CCR options are not exhaustive. Options may be changed and new or different options may be added as deemed appropriate by the company.

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MISCELLANEOUS SERVICES (Cont'd)7.11 Call Screening and Restriction Services (Cont'd)7.11.3 Description and Charges

Cat Item	Description	Monthly *	
		Res	Bus.
BNB	Restrict 3 rd number call billing to subscriber's line	\$ 0.00	\$ 0.00
BNC	Restrict collect calling to subscriber's line	\$ 0.00	\$ 0.00
Z1	Restrict international dialing	\$ 0.00	\$ 0.00
SB5	Restrict 500 dialing	\$ 0.00	\$ 0.00
SC9	Restrict 900 dialing	\$ 0.00	\$ 0.00
TS	Restrict Toll dialing	\$ 0.00	\$ 0.00
CV8ADD	Restrict all 1+ calling but allow toll free	\$ 0.00	\$ 0.00
DBC	PIN-based per call restriction	\$ 2.50	\$ 2.50

* Fee for installation provided for in Section 3 of this Tariff.

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MISCELLANEOUS SERVICES (Cont'd)

7.12. Distinctive Alert (also known as "Teen" line)

7.12.1 General

This feature allows up to three (3) additional directory numbers to be assigned in addition to the primary main billing number. Coded ringing patterns associated each number are used to identify incoming calls.

7.12.2 Provision of Service

1. Distinctive Alert is available to individual line residential and business service and is not compatible with Basic Exchange Trunk services; lines with hunt group arrangements, and the closed end of foreign exchange services.
2. Distinctive Alert may not be compatible with all types of customer premise equipment.
3. Distinctive Alert subscribers will receive one directory listing or unlisted number listing for each assigned number pursuant to this Tariff at no charge.
4. Features are available only where facilities exist.
5. During stand-alone maintenance operation (i.e. emergency service) of a remote switch the secondary numbers distinctive coded ringing may not be provided.

7.12.3 Monthly Rates

	<u>Residential</u>	<u>Business</u>
- Per line equipped	\$ 4.50	\$ 4.50

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MISCELLANEOUS SERVICES (Cont'd)7.13 Remote Call Forwarding (RCF)7.13.1 General

Remote Call Forwarding (RCF) automatically redirects an incoming call to a Customer's number to a pre-designated terminating number. Forwarding is always activated and not controlled by customer. No access line is associated with the dialed number from which the forwarding occurs. Customer specifies the forwarded-to number at the time the order for service is placed and a service order is required to change it.

7.13.2 Provision of Service

1. The RCF service is offered subject to the availability of suitable facilities.
2. Remote Call Forwarding is provided on the condition that the customer subscribe to sufficient features and facilities to adequately handle the calls to the terminating number without interfering with or impairing any services offered by the Company. If, in the opinion of the Company, additional RCF features or facilities are required to support the forwarding of calls, the customer will, where appropriate, be required to subscribe to such features/facilities. If the customer refuses to do so and/or until adequate facilities are added, said customer's RCF service shall be subject to termination.
3. Where calls are forwarded to phone service other than that of the RCF customer, it shall be responsibility of the RCF customer to obtain permission of that customer and to determine a mutually acceptable number of access paths with that customer and the company.

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MISCELLANEOUS SERVICES (Cont'd)

7.13 Remote Call Forwarding (Cont'd)

7.13.2 Provision of Service (Cont'd)

4. The Company will not knowingly permit RCF to a terminating number that is itself forwarded to another number.
5. RCF is not presented as suitable for the transmission of data.
6. Transmission levels on RCF service are not guaranteed.
7. Service is provided with three simultaneous forwarding paths. Additional forwarding paths may be available for an additional charge.
8. Optional Calling Plans are not allowed with RCF service.
9. RCF applies in addition to the regular basic class of service rate contained in Section 5 of this tariff.

7.13.3 Rates

– Per Feature per Month

1.	Initial Service	<u>Per Month</u>
	Per service per month	
	Residential	\$ 1.75
	Business	\$ 2.50
2.	Per additional path per month (subject to availability)	
	Residential	ICB
	Business	ICB

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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

8.1 Regulations

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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**CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS
(Cont'd)**8.1 Regulations (Cont'd)

4. The Company shall not be responsible for the installation, operation or maintenance of any customer–provided communications systems. Telecommunications service is not represented as adapted to the use of customer–provided 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 customer–provided 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)**

8.1 Regulations (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)**

8.2 Network Protection Criteria

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:

8.2.1 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 8.2.1 (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)**

8.2 Network Protection Criteria (Cont'd)

8.2.1 Customer Premises Requirements (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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**CONNECTIONS WITH CERTAIN FACILITIES AND / OR EQUIPMENT OF OTHERS
(Cont'd)**

8.2 Network Protection Criteria (Cont'd)

8.2.2 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 8.2.2 (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)**

8.2 Network Protection Criteria (Cont'd)

8.2.2 Network Control Signaling Output (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)****8.3 Customer-Provided Communications Systems**

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 8.2

8.4 Entrance Facilities

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.

8.5 Connection of Customer-Provided Communications Systems with Instruments Furnished by the Company

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

8.6 Maintenance Service Charge

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.

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PUBLIC TELEPHONE SERVICE

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PUBLIC TELEPHONE SERVICE (Cont'd)

The Company provides Public Telephone Access Line Service for the provision of Public Telephone Service to Payphone Services Providers (“PSPs”) including the non-regulated operations of the Company.

9.1 General

1. Public Telephone Access Line Service is provided for use with PSP provided coin or non-coin operated Public Telephones.
2. Third number and collect calls to Public Telephone Access Line Service for PSP Public Telephones are not allowed.
3. The operator cannot perform coin-collecting functions.
4. The multi-line business subscriber line charge, found in the interstate access tariff, is applicable to all Public Telephone access lines.
5. Public Telephone Access Line Service is provided on a flat-rate basis with touchtone feature.
6. PSP Public Telephones must be connected to the Company network in compliance with Part 68 of FCC Rules and Regulations.
7. Public Telephone Service is provided subject to the condition that all applicable regulations in this Tariff will be adhered to.
8. Public Telephone Service is provided for use by the subscriber but may be used by others when so authorized by the subscriber, provided that all such usage is subject to the provisions of this Tariff.
9. Public Telephone Service is not subject to concessions.
10. Public Telephone Service may not be suspended at a reduced rate.

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PUBLIC TELEPHONE SERVICE (Cont'd)9.1 General (Cont'd)

11. Public Telephone Service for PSP Public Telephones cannot be included on accounts containing other classes of service. A separate account is required for this offering at each location per Public Telephone Access Line.
12. The Company is not responsible for refunds of coins deposited in PSP Public Telephones.
13. PSP Public Telephones may not be attached to other types of access lines.
14. The subscriber to Public Telephone Service will be responsible for any and all toll charges billed to the subscriber's account.
15. PSPs shall post on or near the Public Telephone the name and phone number of the owner of the instrument.
16. PSPs shall post on or near the Public Telephone the operating instructions for the instrument.
17. PSPs shall provide and post on or near the instrument a cost-free method for reporting complaints and obtaining refunds.
18. PSPs that accept coins shall accept coins of various denominations and shall be capable of returning unused coins.
19. PSPs shall not charge for calls not completed.
20. PSPs shall provide access to 911 Emergency Service (where available) free and without the use of a coin.
21. PSP instruments shall be FCC registered, hearing aid compatible, meet federal requirements for size of digits on the instrument, and the use of letter-less keypads is prohibited.

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PUBLIC TELEPHONE SERVICE (Cont'd)

9.1 General (Cont'd)

22. PSP Public Telephones shall be mounted in accordance with federal height regulations for disabled persons.
23. PSPs that provide access to long-distance service shall offer access to all certified long-distance carriers through 1-700, 1-800, 1-888 (etc.), 1-950, or 101XXXX dialing.
24. PSPs shall offer toll-free access to 1-800/888 (etc.) numbers.
25. PSP Public Telephones shall not be connected behind a PBX.

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PUBLIC TELEPHONE SERVICE (Cont'd)**9.2 Service Options**

At the request of the subscriber, certain options may be added to the access line for Public Telephone Service and will be billed at the approved tariff rate. All options must be compatible with the hardware and software in use by the existing Telephone Company switching equipment.

9.2.1 Coin Supervision Additive Service

The Company will provide Coin Supervision Additive Service to PSPs who order Access Line Service for the provision of Public Telephone Service and where the Public Telephone equipment connected to the Access Line Service requires central office coin supervision capability.

Coin Supervision Additive Service provides the capability of central office line equipment to pass signals and/or tones from the Access line Service to a trunk terminating at the PSPs operator service provider. These signals enable an operator service provider to recognize coin deposits and return coins to the Public Telephone user. Coin Supervision Additive Service also permits a suitable equipped operator service provider to automatically ring back the originating access line upon completion of a call.

This option requires a special central office line card that differs from the standard access line card and will be provided where facilities exist.

9.2.2 Public Telephone Screening/Blocking

Screening/Blocking for Public Telephone access lines includes Company provided services necessary to coordinate with operator connections or block subscribers from making specific types of calls. This service includes software translations done at the Company's facilities and also includes coordination between the Company and connecting Company databases.

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PUBLIC TELEPHONE SERVICE (Cont'd)9.3 Rates and Charges

	<u>Monthly</u>	<u>Installation</u>
1. Public Telephone Access Line - Per Access Line	*	*
2. Coin Supervision Additive Service	\$ 0.95	\$20.00
3. Public Telephone Screening/Blocking	\$ 0.95	\$20.00
4. COCOT Coding Digit Provision	\$2.93	\$20.00

* Basic Business Exchange Line Service found in Section 5 of this tariff applies.

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FOREIGN EXCHANGE (FX) SERVICES

Concurrence

The Company, except as specifically stated herein assents to, adopts, and concurs in the rates, rules, and regulations governing intrastate Foreign Exchange (FX) Service as filed by Duo County Telephone Cooperative Corp., Inc. in its PSC KY Tariff No. 2A. The Company concurs in this tariff as it now exists, or as may be revised, added to, or supplemented by superseding sheets or issues, for Foreign Exchange (FX) Service furnished by the issuing utility and hereby makes itself a party thereof.

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MOUNTAIN RURAL TELEPHONE COOPERATIVE
LOCAL EXCHANGE TARIFF

PSC KY TARIFF NO. 3
SECTION 11
1st Revised Sheet No. 1
Replaces Original Sheet No. 1

(C)

POLE ATTACHMENTS

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POLE ATTACHMENTS (cont'd)

11.1 General

1. This section contains regulations and charges applicable to the provision of attachment space for Attachers on poles of the Company.
2. The terms and conditions contained herein apply where the Attacher, as a customer of the Company, desires Pole Attachments on the Poles of the Company.

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POLE ATTACHMENTS (cont'd)

11.2 Definitions

1. Attacher – a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit requesting to attach new or upgraded facilities or who is legally attached to a pole owned or controlled by the Company. Attacher does not include a utility with an applicable joint use agreement with the utility that owns or controls the pole to which it is seeking to attach or a person seeking to attach macro cell facilities.
2. Attachment – any attachment by a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit to a pole owned or controlled by the Company.
3. Make-ready – the modification or replacement of the Company pole, or of the lines or equipment on the Company pole, to accommodate additional facilities on the Company pole.
 - (a) Complex Make-ready – any Make-ready that is not Simple Make-ready, such as the replacement of the Company pole; splicing of any communication attachment or relocation of existing wireless attachments, even within the communications space; and any transfers or work relating to the attachment of wireless facilities.
 - (b) Simple Make-ready – Make-ready in which existing attachments in the communications space of a pole could be rearranged without any reasonable expectation of a service outage or facility damage and does not require splicing of any existing communication attachment or relocation of an existing wireless attachment.
4. Poles – All references to “poles” of the Company shall mean poles which are either solely owned by the Company, are jointly owned by the Company and another, or are owned by another who has granted the Company exclusive use and control of space upon its poles.
5. Pole Attachment – This term means any attachment by an Attacher firm to a pole owned or controlled by the Company.
6. Joint User – All references herein to “joint user” shall mean a utility company or municipality which, together with the Company, jointly provides poles for common use in the provision of service of the respective entities, and shall also include a utility company or municipality which, together with the Company, owns a percentage of a pole, or which owns a pole upon which the Company has obtained exclusive use and control of specified space.

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POLE ATTACHMENTS (cont'd) (Cont'd)

18.2 Definitions (cont'd)

7. Red Tagged Pole – a pole that the Company owns or controls the pole that:
- i) Is designated for replacement based on the pole's non-compliance with an applicable safety standard;
 - ii) Is designated for replacement within two (2) years of the date of its actual replacement for any reason unrelated to a new Attacher's request for attachment; or
 - iii) Would have needed to be replaced at the time of replacement even if the new attachment were not made.

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POLE ATTACHMENTS (cont'd)

11.3 Scope

1. Subject to the terms and conditions contained in this tariff, the Company will provide Attacher pole attachments and permit an Attacher, for the purpose of furnishing Attacher service, to install its equipment upon the Company's poles.
2. The Attacher shall secure from the proper franchising authority, a franchise to erect and maintain its equipment within public streets, highways and other thoroughfare, provided such franchising authority exists and shall secure any and all consents, permits, licenses, easements or rights-of-way that may be legally required for its operation hereunder. The Attacher shall additionally provide to the Company a map depicting the franchised area in which pole attachments may be applied for by the Attacher.
3. The Attacher shall assist in, and bear the expense of securing any additional consents, permits, or licenses that may be required by the Company because of Attacher pole attachments.
4. The franchises, consents, permits, licenses, easements and rights-of-way of the Company are for its own facilities and the provision of its other services. No rights in such franchises, consents, permits, licenses, easements or rights-of-way are conferred upon any Attacher hereunder.

11.4 Attachment Specifications

The Attacher, at its own cost and expense, shall construct, maintain and replace its attachments on the Company's poles in accordance with (1) such requirements and specifications as the Company shall prescribe and have on file with the Commission, (2) EEI Publication M12 entitled "Specifications for the Construction and Maintenance of Jointly-used Wood Pole Lines Carrying supply and Communication Circuits", (3) the requirements and specifications of the National Electrical Safety Code, as currently accepted by the KY Public Service Commission, (4) and Rural Utility Service Specifications and Standards, and (5) in compliance with any rules or orders now in effect or that hereafter may be issued by the Public Service Commission of Kentucky or other authority having jurisdiction. The Attacher shall comply, at its sole risk and expense, with changes and revisions in the above specifications and requirements.

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POLE ATTACHMENTS (cont'd)

11.5 Rights of Way and Legal Authority

1. Upon application for attachment, the Attacher shall submit evidence satisfactory to the Company of its authority to erect and maintain its equipment within public streets, highways, and other thoroughfares and shall secure any necessary franchise, license, permit, consent, easement or rights-of-way from Federal, State or Municipal authorities or owners of property now or hereafter required to construct and maintain such equipment at the location of facilities of the Company which it desires to use. In the event any such franchise, license, permit, consent, easement or right-of-way is revoked or is thereafter denied to the Attacher for any reason, permission to attach to Company poles so affected shall immediately terminate, the Attacher shall forthwith remove its equipment from Company facilities.
2. Upon notice from the telephone company to the Attacher that the removal or cessation of the use of any pole has been requested or directed by Federal, State, or Municipal authorities, or property owners, permission to attach to such pole shall immediately terminate and the Attacher shall forthwith remove its equipment there from.

11.6 Protection against Claims from Libel and Slander, Copyright and Patent Infringement

The Attacher shall indemnify, protect, and hold harmless the Company from and against any and all claims for libel and slander, copyright, and/or patent infringement arising by reason of attachment of Attacher equipment to Company poles pursuant to this tariff.

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POLE ATTACHMENTS (cont'd)

11.7 Limitations

1. No use, however extended, of the Company's poles under this tariff shall create or vest in the Attacher any ownership or property right in said poles. Nothing herein contained shall be construed to compel the Company to maintain any of its facilities for a period longer than that demanded by its other service requirements.
2. The Company reserves to itself, its successors and assigns the right to maintain its poles and to locate and operate its facilities in such manner as will best enable it to fulfill its other public service requirements. The Company shall not be liable to the Attacher for any interruption to the service of the Attacher or for any interference with the operation of the equipment of the Attacher, if such interruptions are beyond the control of the Company.
3. The Company reserves the right to provide pole attachment to more than one Attacher and to make such space available to other entities. This tariff shall not limit the rights and privileges previously granted to others to use any poles covered by this tariff, and the privileges provided by this tariff shall at all times be subject to such previously granted rights.
4. Failure to enforce or insist upon compliance with any of the terms or conditions of this tariff shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in effect.
5. In order to assure confident coverage of the indemnity and insurance requirements, the Attacher shall not assign, transfer or sublet any rights to make pole attachments hereunder without notification to the Company.
6. The Company may deny access to any pole, duct, conduit, or right-of-way on a nondiscriminatory basis if there is insufficient capacity or for reasons of safety, reliability, or generally applicable engineering purposes.
7. The Company shall not be required to provide access to any pole that is used primarily to support outdoor lighting.

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POLE ATTACHMENTS (cont'd)

11.7 Limitations (cont'd)

8. The Company shall not be required to secure any right-of-way, easement, license, franchise, or permit required for the construction or maintenance of attachments or facilities from a third party for or on behalf of a person or entity requesting access pursuant to this administrative regulation to any pole, duct, conduit, or right-of-way owned or controlled by the Company.
9. A request for access to the Company's poles, ducts, conduits or rights-of-way shall be submitted to the Company in writing, either on paper or electronically, as established by this tariff or a special contract between the Company and person requesting access.

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POLE ATTACHMENTS (cont'd)

11.8 Indemnities and Insurance

1. The Attacher shall indemnify, protect, and hold harmless the Company and other joint-users of said poles from and against any and all loss, costs, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons, including the officers, agents and employees of the Attacher, the Company and any joint-user, including payment made under any Workmen's Compensation Law or under any plan for employees' disability and death benefits which may arise out of or be caused by the installation, maintenance, presence, use or removal of said equipment or by the proximity of Attacher equipment to the cables, wires, apparatus and appliances of the Company or any joint user, or arising out of any act, omission or negligence or alleged act, omission or negligence of the Attacher or the joint negligence of the Attacher and the Company and /or any joint users. The Company shall not be held harmless merely because of Attacher attachments to its poles.

2. The Attacher shall maintain in full force and effect the following insurance policies or bond in lieu thereof providing an equivalent protection: (1) Workers' Compensation and Occupational Disease covering the Attacher's full liability under the Worker's Compensation Laws of the Commonwealth of Kentucky. This shall include Employer's Liability insurance in the amount of \$500,000. (2) Comprehensive General Liability insurance, in the amounts of \$1,000,000 Combined Single Limits or \$1,000,000 each occurrence, and \$1,000,000 aggregate for any accident resulting in bodily injuries to or the death of one or more persons and the consequential damages arising there from together with Property Damage Liability in the amount of \$500,000 each occurrence, with an aggregate total limit of \$500,000.

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Shayne Ison, General Manager

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EFFECTIVE 12/28/2022
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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POLE ATTACHMENTS (cont'd)

11.8 Indemnities and Insurance (Cont'd)

3. All policies of insurance shall contain written endorsements to the effect that the amount of coverage of the insurance provided thereby will not be reduced or terminated without thirty (30) days written notice first being given to the Company. Certificates of insurance, incorporating the above described endorsement, shall be delivered to a designated officer of the Company and shall be approved by the Company before the Attacher firm is permitted to perform any work authorized pursuant to this tariff. Failure of the Attacher to provide notice of renewals, changes in carrier, or a reduction in or termination of insurance coverage will be just cause for the Company to terminate the Attacher's right to continue its pole attachments. If renewal premiums are not paid by the Attacher prior to said 30-day notice, the Company shall have the right to pay said premiums and be reimbursed by the Attacher upon demand.
4. The Attacher shall promptly notify the Company of all claims and potential claims relating to damage to property or death of persons arising or alleged to have arisen in any manner by or associated with, directly or indirectly, the presence or use of the Attacher's equipment upon any facility of the Company.
5. The Attacher shall exercise special precautions to avoid damage to facilities of the Company on said poles and hereby assumes all responsibility for any and all loss for such damage. The Attacher shall make an immediate report to the telephone company of the occurrence of any such damage and shall reimburse the Company for the expense incurred in making repairs necessitated thereby.

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POLE ATTACHMENTS (cont'd)

11.9 Surety

The Attacher shall furnish a bond for each individual Attacher system utilizing pole attachments under this tariff to guarantee the payment of any sum which may become due to the Company for rental and penalty charges pursuant to this tariff, for the benefit of the Attacher or as a result of default or forfeiture by the Attacher. The amount of such bond shall be based upon the following:

- (1) For attachments to 500 poles or less, a bond of \$5,000 shall be furnished, except as provided in (3) below.
- (2) For attachments to poles in excess of 500, further surety in the amount of \$5,000 for each additional 500 poles, or any increment thereof, shall be furnished except as provided in (3) below.
- (3) After one year following the completion of construction of an individual Attacher system and its placement into operation, the Attacher may request that the required amount of bond be reduced. Upon the Company's receipt of satisfactory evidence that all mechanics, workmen, and material men who furnished services, labor or materials in the construction of such Attacher system, and all taxing authorities, have been paid all amount due them, the Company will reduce the amount of bond required to the following:
 - (a) For attachments to 500 poles or less, a bond of \$2,000 shall be furnished.
 - (b) For attachments to poles in excess of 500, further surety in the amount of \$2,000 for each 500 poles, or any increment thereof, shall be furnished.

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POLE ATTACHMENTS (cont'd)

11.10 Payment of Bills

All amounts payable by the Attacher to the Company under the provision of this tariff shall, unless otherwise specified, be payable within thirty (30) days after presentation of bills. Non-payment of any such amount when due shall constitute grounds for termination of the pole attachment usage rights under this tariff.

11.11 Termination of Attachments

1. Unless otherwise permitted pursuant 807 KAR 5:015, Section 6(1)(b), if the Attacher shall fail to comply with any of the provisions of this tariff, including compliance with the specifications previously referred to, the maintenance of required insurance coverage and surety bond requirements, and the timely payment of any amounts due, and shall fail for sixty (60) days after written notice from the Company to correct such non-compliance, the Company, at its option, may terminate the Attacher's right to continue any or all use of poles provided under this tariff and may act to remove the Attacher equipment at the Attacher's sole risk and expense. The Company shall be responsible for its own negligence in the event such action becomes necessary.
2. Upon valid objection being made by or on behalf of any governmental authority properly asserting jurisdiction, the Company may without notice, or, where circumstances permit, upon five (5) days written notice to the Attacher, terminate the provision of pole attachment space as provided in this tariff.
3. The Attacher may at any time remove its equipment attached to any pole or poles of the Company and shall immediately give the Company written notice of such removal.

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POLE ATTACHMENTS (cont'd)

11.12 Notices

Any notice required or authorized by this tariff to be given by the Company or the Attacher to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed to such other party's principal business address last furnished by such party.

11.13 Rental Charges

1. The Attacher shall pay to the Company, annually in advance, the rental charges specified below.
2. From the effective date of the permit for previously unbilled attachments which shall be the date when the Company's facilities are made available for use by the Attacher, to the date of the next annual billing, the annual rental rate shall be payable on a prorated basis with such fractional amount submitted with the application for attachment.

11.14 Penalty Charges


Where pole attachments have been made without receipt of authorization from the Company, a penalty charge of twice the amount of the annual rate, from the date of the last previous physical inventory of pole attachments or inspection required pursuant to the rules of the Kentucky Public Service Commission, whichever is most recent. Additionally, a special "make-ready" charge, equal to twice the amounts that would have been due and applicable if the attachment or usage had been properly authorized, shall apply.

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POLE ATTACHMENTS (cont'd)

11.15 Overlashing

1. No less than thirty (30) days prior to a planned overlash, the existing Attacher shall provide advance notice to the Company of its intent to allow overlashing of its Attachments. The Notice shall include at a minimum, the name and address of the proposed overlasher, the specific routes / poles being sought for overlashing, and the equipment / cable that shall be overlashed onto the existing Attacher. The advance notice must also include confirmation that the overlasher has met its insurance requirements under this tariff.
2. Subject to paragraphs 3 and 4 below, the Company shall not require prior approval for an existing Attacher that overlashes its existing wires on a pole; or a third party overlashing of an existing Attachment that is conducted with the permission of an existing Attacher.
3. The Company shall not prevent an attacher from overlashing because another existing Attacher has not fixed a preexisting violation unless failing to fix the preexisting violation would create a capacity, safety, reliability, or engineering issue.
4. If, after receiving advance notice, the Company determines that an overlash would create a capacity, safety, reliability, or engineering issue, it shall provide specific documentation of the issue to the party seeking to overlash within the thirty (30) day advance notice period and the party seeking to overlash shall address any identified issues before continuing with the overlash either by modifying its proposal or by explaining why, in the party's view, a modification is unnecessary.
5. A party that engages in overlashing shall be responsible for its own equipment and shall ensure that it complies with reasonable safety, reliability, and engineering practices.
6. If damage to a pole or other existing attachment results from overlashing or overlashing work causes safety or engineering standard violations, then the overlashing party shall be responsible at its expense for any necessary repairs.

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POLE ATTACHMENTS (cont'd)

11.15 Overlapping (cont'd)

7. Notices and Inspections / Correction of Completed Overlaps. An overlapping party shall notify the Company within fifteen (15) days of completion of the overlap on a particular pole.
- (a) The notice shall provide the Company at least ninety (90) days from receipt in which to inspect the overlap.
 - (b) The Company shall have fourteen (14) days after completion of its inspection to notify the overlapping party of any damage or code violations to its equipment caused by the overlap.
 - (c) If the Company discovers damage or code violations caused by the overlap on equipment belonging to the Company, then the Company shall inform the overlapping party and provide adequate documentation of the damage or code violations.
 - (d) At its sole discretion the Company shall either (i) Complete any necessary remedial work and bill the overlapping party for the reasonable costs related to fixing the damage or code violations; or (ii) require the overlapping party to fix the damage or code violations at its expense within fourteen (14) days following notice from the Company.

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POLE ATTACHMENTS (cont'd)

11.16 Procedure for New Attachers to Request Pole Attachments. Timelines provided herein are subject to change should conditions outlined in Section 11.20 exist.

1. Application Review

- a) All requests for Pole Attachments must be made in writing by the new Attacher and include payment of the per pole Survey Charge provided if applicable. The Company shall review a new Attacher's pole attachment application for completeness before reviewing the application on its merits and shall notify the new Attacher within ten (10) business days after receipt of the new Attacher's pole attachment application if the application is incomplete.
- b) If the Company notifies a new Attacher that its attachment application is not complete, then it shall state all reasons for finding it incomplete, including lack of applicable fees.
- c) If the Company does not respond within ten (10) business days after receipt of the application, or if the Company rejects the application as incomplete but fails to state any reasons in the Company's response, then the application shall be deemed complete.
- d) The Company may treat multiple requests from a single new Attacher as one (1) request if the requests are submitted within thirty (30) days of one another.

2. Survey and Application Review on the Merits

- a) The Company shall complete a survey of poles for which access has been requested within forty-five (45) days of receipt of a complete application to attach facilities to its poles for the purpose of determining if the attachments may be made and identifying any Make-ready to be completed to allow for the Attachment.
- b) The Company shall use commercially reasonable efforts to provide the new and existing Attachers with advance notice of not less than five (5) business days of any field inspection as part of the survey and shall provide the date, time, and location of the inspection, and name of the contractor, if any, performing the inspection. The Company shall allow the new Attacher and any existing Attachers on the affected poles to be present for any field inspection conducted as part of the Company's survey.

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POLE ATTACHMENTS (cont'd)

11.16 Procedure for New Attachers to Request Pole Attachments (cont'd)

2. Survey and Application Review on the Merits (cont'd)

- c) If a new Attacher has conducted a survey pursuant to Section 11.21, or a new Attacher has otherwise conducted and provided a Survey, after giving existing Attachers notice and an opportunity to participate in a manner consistent with notices contained in Section 11.22, the Company may elect to satisfy survey obligations established in this paragraph by notifying affected attachers of the intent to use the survey conducted by the new Attacher and by providing a copy of the survey to the affected attachers within the time period established in Section 11.22.
- d) Based on the results of the applicable survey and other relevant information, the Company shall respond to the New Attacher either by granting access or denying access within forty-five (45) days of receipt of a complete application to attach facilities to its poles.
- e) The Company's denial of a New Attacher's pole attachment application shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how the evidence and information relate to a denial of access for reasons of lack of capacity, safety, reliability, or engineering standards.

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POLE ATTACHMENTS (cont'd)

11.16 Procedure for New Attachers to Request Pole Attachments (cont'd)

3. Payments

- a) Survey Charges. The new Attacher shall be responsible for the costs of surveys made to review the New Attacher's pole attachment application even if the new Attacher decides not to go forward with the attachments.
- b) Payment of Make-Ready Estimates. Within fourteen (14) days of providing a response granting access pursuant to Section 11.16(2)(d), the Company shall send a new Attacher whose application for access has been granted a detailed, itemized estimate in writing, on a pole-by-pole basis if requested and reasonably calculable of charges to perform all necessary make-ready.
 - 1) The Company shall provide documentation that is sufficient to determine the basis of all estimated charges, including any projected material, labor, and other related costs that form the basis of the estimate.
 - 2) The Company may withdraw an outstanding estimate of charges to perform make-ready beginning fourteen (14) days after the estimate is presented.
 - 3) A new Attacher may accept a valid estimate and make payment any time after receipt of an estimate, except a new Attacher shall not accept the estimate after the estimate is withdrawn.

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POLE ATTACHMENTS (cont'd)

11.17 Make-Ready

Upon receipt of payment for survey costs owed pursuant to the Company's tariff and the estimate specified in Section 11.16 (3) the Company shall, as soon as practical but in no case more than seven (7) days, notify all known entities with existing attachments in writing that could be affected by the make-ready.

1. For make-ready in the communications space, the notice shall:

- State where and what make-ready will be performed;
- State a date for completion of make-ready in the communications space that is no later than thirty (30) days after notification is sent (or up to seventy-five (75) days in the case of larger orders as established in 11.20.)
- State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified make-ready before the date established for completion;
- State that, if make-ready is not completed by the completion date established in this paragraph 1, the new Attacher may complete the make-ready, which shall be completed as specified pursuant to this paragraph 1; and
- State the name, telephone number, and email address of a person to contact for more information about the make-ready procedure.

2. For make-ready above the communications space, the notice shall:

- State where and what make-ready will be performed;
- State a date for completion of make-ready that is no later than ninety (90) days after notification is sent (or 135 days in the case of larger orders, as established in Section 11.20.
- State that any entity with an existing attachment may modify the attachment. Modification shall be consistent with the specified make-ready before the date established for completion;
- State that the Company may assert its right to up to fifteen (15) additional days to complete make-ready;
- State that if make-ready is not completed by the completion date established in this paragraph 2 (or, if the Company has asserted its fifteen (15) day right of control, fifteen (15) days later), the new Attacher may complete the make-ready, which shall be completed as specified in this paragraph 2; and
- State the name, telephone number, and email address of a person to contact for more information about the make-ready procedure.


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POLE ATTACHMENTS (cont'd)

11.17 Make-ready (cont'd)

3. Once the Company provides the notices required in paragraphs 1 or 2 of this Section, it shall provide the new Attacher with a copy of the notices and the existing Attachers' contact information and address where the utility sent the notices. The new Attacher shall be responsible for coordinating with existing Attachers to encourage completion of make-ready by the dates established by the Company pursuant paragraph 1 for communications space attachments or paragraph 2 for attachments above the communications space.
4. The Company shall complete its make-ready in the communications space by the same dates established for existing Attachers in paragraph 1 or its make-ready above the communications space by the same dates for existing Attachers in paragraph 2 (or if the Company has asserted its fifteen (15) day right of control, fifteen (15) days later).

11.18 Final invoice

1. Within a reasonable period, not to exceed 120 days after the Company completes its make-ready, the Company shall provide the new Attacher:
 - A detailed, itemized final invoice of the actual survey charges incurred if the final survey costs for an application differ from any estimate previously paid for the survey work or if no estimate was previously paid; and
 - A detailed, itemized final invoice, on a pole-by-pole basis if requested and reasonably calculable, of the actual make-ready costs to accommodate attachments if the final make-ready costs differ from the estimate provided pursuant to Section 11.16.3(b).
2. To the extent that the final invoice indicates an overpayment of survey charges and / or make-ready costs, such overpayment shall be refunded to the attacher.

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POLE ATTACHMENTS (cont'd)

11.19 Limitations on Make Ready Charges


1. The Company shall not charge a new Attacher, as part of any invoice for make-ready, to bring poles, attachments, or third-party or Company equipment into compliance with current published safety, reliability, and pole owner construction standards if the poles, attachments, or third-party or Company equipment were out of compliance because of work performed by a party other than the new Attacher prior to the new attachment.
2. The Company shall not charge a new Attacher, as part of any invoice for make-ready, the cost to replace any Red Tagged pole with a replacement pole of the same type and height.
3. If a Red Tagged pole is replaced with a pole of a different type or height, then the new Attacher shall be responsible, as part of any invoice for make-ready, only for the difference, if any, between the cost for the replacement pole and the cost for a new utility pole of the type and height that the Company would have installed in the same location in the absence of the new Attachment.
4. The make-ready cost, if any, for a pole that is not a red tagged pole to be replaced with a new Pole to accommodate the new Attacher's attachment shall be charged the Company's cost in accordance with the Company's tariff or a special contract regarding pole attachments between the Company and the new Attacher.

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POLE ATTACHMENTS (cont'd)

11.20 Deviations from Established Timelines

1. **Deviations in Applications Due Volume of Poles**
 - a) Timelines provided for in Sections 11.16 will apply for new Attachment requests deemed Routine which is defined as the lesser of 300 poles or zero and five-tenths (0.5) percent of the Company's total poles in Kentucky.
 - b) The Company may add up to fifteen (15) days to the survey period established in 11.16 to larger orders up to the lesser of 1,000 poles or 1.50 percent of the Company's poles in Kentucky.
 - c) The Company may add up to forty-five (45) days to the make-ready periods established in 11.16 to larger orders up to the lesser of 1,000 poles or 1.50 percent of the Company's poles in Kentucky.
 - d) The Company shall negotiate in good faith the timing of all requests for attachment larger than the lesser of 1,000 poles or 1.50 percent of the Company's poles in Kentucky.
 - e) No less than sixty (60) days before the new Attacher intends to submit an application in which the number of requests is not deemed Routine, a new Attacher shall provide written notice to the Company in that the new Attacher expects to submit a high-volume request. Such request shall include at a minimum, the anticipated number of new Attachments and the route / pole or other identifying geographical information. At its discretion, the new Attacher may submit an Application as its notice provided however that the Application shall not be deemed accepted for review until the end of the 60 days' notice period.

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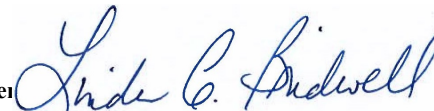
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POLE ATTACHMENTS (cont'd)

11.20 Deviations from Established Timelines (cont'd)

2. Deviations from Make-ready Timeline

- a) The Company may deviate from the time limits specified in this section before offering an estimate of charges if the new Attacher failed to satisfy a condition in this tariff.
- b) The Company may deviate from the time limits established in this section during performance of make-ready for good and sufficient cause that renders it infeasible for it to complete make-ready within the time limits established in Section 11.20. The Company that so deviates shall immediately notify, in writing, the new Attacher and affected existing Attachers and shall identify the affected poles and include a detailed explanation of the reason for the deviation and a new completion date. The Company shall deviate from the time limits established in this section for a period no longer than necessary to complete make-ready on the affected poles and shall resume make-ready without discrimination once the Company returns to routine operations.
- c) An existing Attacher may deviate from the time limits established in this section during performance of complex make-ready for reasons of safety or service interruption that renders it infeasible for the existing Attacher to complete complex make-ready within the time limits established in this section. An existing Attacher that so deviates shall immediately notify, in writing, the new Attacher and other affected existing Attachers and shall identify the affected poles and include a detailed explanation of the basis for the deviation and a new completion date, which shall not extend beyond sixty (60) days from the completion date provided in the notice specified in subsection (4) of this section as sent by the Company (or up to 105 days in the case of larger orders specified in Section 11.20. The existing Attacher shall not deviate from the time limits established in this section for a period for longer than necessary to complete make-ready on the affected poles.

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POLE ATTACHMENTS (cont'd)

11.21 Self-help Remedy

1. Surveys. If the Company fails to complete a survey as established in Section 11.16, then a new Attacher may conduct the survey in place of the Company by hiring a contractor to complete a survey, which shall be completed as specified in Section 11.23.
 - a) A new Attacher shall use commercially reasonable efforts to provide the Company and existing Attachers with advance notice of not less than five (5) business days of a field inspection as part of any survey the Attacher conducts and shall include the date and time of the survey, a description of the work involved, and the name of the contractor being used by the new Attacher.
 - b) A new Attacher shall allow the Company and existing Attachers to be present for any field inspection conducted as part of the new Attacher's survey.
2. Make-ready. If make-ready is not complete by the applicable date established in Section 11.16, then a new Attacher may conduct the make-ready in place of the Company and existing Attachers by hiring a contractor to complete the make-ready, which shall be completed as specified in Section 11.23.
 - a) A new Attacher shall use commercially reasonable efforts to provide the Company and existing Attachers with advance notice of not less than seven (7) days of the impending makeready and shall include the date and time of the make-ready, a description of the work involved, and the name of the contractor being used by the new Attacher
 - b) A new Attacher shall allow the affected utility and existing Attachers to be present for any make-ready.
3. The new Attacher shall notify the Company or existing Attacher immediately if make-ready damages the equipment of the Company or an existing Attacher or causes an outage that is reasonably likely to interrupt the service of the Company or existing Attacher.
4. Pole replacements. Self-help shall not be available for pole replacements.

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POLE ATTACHMENTS (cont'd)

11.22 One-touch make-ready option.

For Attachments involving Simple Make-ready, new Attachers may elect to proceed with the process established in this subsection in lieu of the attachment process established in Section 11.16.

1. Attachment Application. A new Attacher electing the one-touch make-ready process shall elect the one-touch make-ready process in writing in its attachment application and shall identify the simple makeready that it will perform. It is the responsibility of the new Attacher to ensure that its contractor determines if the make-ready requested in an attachment application is simple.
2. Application completeness
 - a) The Company shall review the new Attacher's attachment application for completeness before reviewing the application on its merits and shall notify the new Attacher within ten (10) business days after receipt of the new Attachers attachment application whether or not the application is complete.
 - b) An attachment application shall be considered complete if the application provides the Company with the information necessary to make an informed decision on the application.
 - c) If the Company notifies the new Attacher that an attachment application is not complete, then the Company shall state all reasons for finding the application incomplete.
 - d) If the Company fails to notify a new Attacher in writing that an application is incomplete within ten (10) business days of receipt, then the application shall be deemed complete.

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Issued by: /s/ Shayne Ison
Shayne Ison, General Manager

Issued under Authority of the Commission in Case No. 2022-00107 released December 28, 2022.

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 12/28/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

POLE ATTACHMENTS (cont'd)

11.22 One-touch Make Ready Option (cont'd)

3. Application review on the merits. The Company shall review on the merits a complete application requesting one-touch make-ready and respond to the new Attacher either granting or denying an application within fifteen (15) days of the Company's receipt of a complete application (or within thirty (30) days in the case of larger orders as established in Section 11.20 or within a time negotiated in good faith for requests equal to or larger than those established in Section 11.20.)
4. If the Company denies the application on its merits, then the Company's decision shall be specific, shall include all relevant evidence and information supporting its decision, and shall explain how the evidence and information relate to a denial of access.
5. Within the fifteen (15) day application review period (or within thirty (30) days in the case of larger orders as established in Section 11.20 or within a time negotiated in good faith for requests equal to or larger than those established in Section 11.20, the Company or an existing Attacher may object to the designation by the new Attacher's contractor that certain make-ready is simple.
6. An objection made pursuant to paragraph 5 shall be specific and in writing, include all relevant evidence and information supporting the objection, be made in good faith, and explain how the evidence and information relate to a determination that the make-ready is not simple.
7. If the Company's or the existing Attacher's objection to the new Attacher's determination that make-ready is Simple complies with paragraph 6, then the make-ready shall be deemed to be complex and the new Attacher shall not proceed with the affected proposed one-touch make-ready.

(C)

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Effective Date: December 28, 2022

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Linda C. Bridwell Executive Director

EFFECTIVE 12/28/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

POLE ATTACHMENTS (cont'd)

11.22 One-touch Make Ready Option (cont'd)

8. Surveys

- a) The new Attacher shall be responsible for all surveys required as part of the one-touch make-ready process and shall use a contractor as established in Section 11.23 to complete surveys.
- b) The new Attacher shall allow the Company and any existing Attachers on the affected poles to be present for any field inspection conducted as part of the new Attacher's surveys.
- c) The new Attacher shall use commercially reasonable efforts to provide the Company and affected existing Attachers with advance notice of not less than five (5) business days of a field inspection as part of any survey and shall provide the date, time, and location of the surveys, and name of the contractor performing the surveys.

(C)

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(C)

POLE ATTACHMENTS (cont'd)

11.22 One-touch Make Ready Option (cont'd)

9. Make-ready. If the new Attacher's attachment application is approved by the pole owner and if the attacher has provided at least fifteen (15) days prior written notice of the make-ready to the affected Company and existing Attachers, the new Attacher may proceed with make-ready. The new Attacher shall use a contractor in the manner established for simple makeready in Section 11.23.
- a) The prior written notice shall include the date and time of the make-ready, a description of the work involved, the name of the contractor being used by the new Attacher, and provide the Company and existing Attachers a reasonable opportunity to be present for any make-ready. The new Attacher shall notify the Company or existing Attacher immediately if makeready damages the equipment of the Company or an existing Attacher or causes an outage that is reasonably likely to interrupt the service of the Company or existing Attacher.
- b) In performing make-ready, if the new Attacher or the Company determines that make-ready classified as simple is complex, then all make-ready on the impacted poles shall be halted and the determining party shall provide immediate notice to the other party of its determination and the impacted poles. All remaining make-ready on the impacted poles shall then be governed by Section 11.16, and the Company shall provide the notices and estimates required by Section 11.16 as soon as reasonably practicable.
10. Post-make-ready timeline. A new Attacher shall notify the Company and existing Attachers within fifteen (15) days after completion of make-ready on a one-touch make ready application.

(C)

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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 12/28/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

POLE ATTACHMENTS (cont'd)

11.23 Contractors for Survey and Make-ready

1. Contractors for Self-help Complex and above the communications space Make-ready. The Company shall make available and keep up-to-date a reasonably sufficient list of contractors the Company authorizes to perform Self-help Surveys and Make-ready that is Complex and Self-help Surveys and Make-ready that is above the communications space on the Company's poles. The new Attacher shall use a contractor from this list to perform self-help work that is complex or above the communications space. new and existing Attachers may request the addition to the list of any contractor that meets the minimum qualifications in paragraph 4 and the Company shall not unreasonably withhold its consent.
2. Contractors for Surveys and Simple Make-ready work. The Company may keep up-to-date a reasonably sufficient list of contractors the Company authorizes to perform surveys and simple make-ready. If the Company provides this list, then the new Attacher shall choose a contractor from the list to perform the work. New and existing Attachers may request the addition to the list of any contractor that meets the minimum qualifications in paragraph 4 and the Company shall not unreasonably withhold its consent.
3. Contractors Not Already Approved by the Company
 - a) If the Company does not provide a list of approved contractors for Surveys or Simple Makeready or no Company-approved contractor is available within a reasonable time period, then the new Attacher may choose its own qualified contractor that shall meet the requirements in paragraph 4.
 - b) If choosing a contractor that is not on the Company-provided list, the new Attacher shall certify to the Company that the Attacher's contractor meets the minimum qualifications established in paragraph 4 upon providing notices required by this tariff.
 - c) The Company may disqualify any contractor chosen by the new Attacher that is not on the Company-provided list, but a disqualification shall be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications established in paragraph 4 or to meet the Company's publicly available and commercially reasonable safety or reliability standards.
 - d) The Company shall provide notice of the Company's objection to the contractor within the notice periods established by the new Attacher in this tariff and in the Company's objection must identify at least one available qualified contractor.

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Shayne Ison, General Manager

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KENTUCKY (C) PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 12/28/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

POLE ATTACHMENTS (cont'd)

11.23 Contractors for Survey and Make-ready (cont'd)

4. Contractor minimum qualification requirements. Companies shall ensure that contractors on the Company-provided list, and new Attachers shall ensure that contractors selected pursuant to paragraph 3 meet the minimum requirements established in paragraphs this subsection.
 - a. The contractor has agreed to follow published safety and operational guidelines of the Company, if available, but if unavailable, the contractor shall agree to follow National Electrical Safety Code (NESC) guidelines as approved by the Kentucky Public Service Commission.
 - b. The contractor has acknowledged that the contractor knows how to read and follow licensed-engineered pole designs for make-ready, if required by the Company.
 - c. The contractor has agreed to follow all local, state, and federal laws and regulations including the rules regarding Qualified and Competent Persons under the requirements of the Occupational and Safety Health Administration (OSHA) rules and Rural Utility Service Specifications and Standards.
 - d. The contractor has agreed to meet or exceed any uniformly applied and reasonable safety and reliability thresholds established by the Company, if made available.
 - e. The contractor shall be adequately insured or shall establish an adequate performance bond for the make-ready the contractor will perform, including work the contractor will perform on facilities owned by existing Attachers.
5. In the event of a dispute over work to be performed by contractors pursuant to this Section, a consulting representative of the Company may make final determinations, on a nondiscriminatory basis, if there is insufficient capacity and for reasons of safety, reliability, and generally applicable engineering purposes.

(C)

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Shayne Ison, General Manager

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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 12/28/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

POLE ATTACHMENTS (cont'd)

11.24 Notice of Changes to Existing Attachers.

Unless otherwise established in a joint use agreement or special contract, the Company shall provide an existing Attacher no less than sixty (60) days written notice prior to:

1. Removal of facilities or termination of any service to those facilities if that removal or termination arises out of a rate, term, or condition of the Company's pole attachment tariff or any special contract regarding pole attachments between the Company and the attacher; or
2. Any modification of facilities by the Company other than make-ready noticed pursuant to 11.16, routine maintenance, or modifications in response to emergencies.
3. An existing attacher may request a stay of the action contained in a notice received pursuant to paragraph (1) of this section by filing a motion within fifteen (15) days of the receipt of the first notice provided pursuant to paragraph (1) of this section.

(C)

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Effective Date: December 28, 2022

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Shayne Ison, General Manager

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KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 12/28/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(C)

POLE ATTACHMENTS (cont'd)

11.25 Transfer of Attachments to New Poles

1. Unless an applicable tariff or special contract or Section 4 of this administrative regulation establishes a different timeframe, existing Attachers shall transfer their attachments within sixty (60) days of receiving written notice from the Company pole owner.
2. Existing attachers may deviate from the time limit established in paragraph 1 of this subsection for good and sufficient cause that renders it infeasible for the existing Attacher to complete the transfer within the time limit established. An existing Attacher that requires such a deviation shall immediately notify, in writing, the Company and shall identify the affected poles and include a detailed explanation of the reason for the deviation and the date by which the attacher shall complete the transfer. An existing Attacher shall deviate from the time limits established in paragraph 1 of this subsection for a period no longer than is necessary to complete the transfer.
3. If an existing Attacher fails to transfer its attachments within the timeframe established in paragraph 1 of this subsection and the existing Attacher has not notified the Company of good and sufficient cause for extending the time limit pursuant to paragraph 1 of this subsection, the Company pole owner may transfer attachments and the transfer shall be at the existing Attacher's expense.
4. The Company pole owner may transfer an existing Attacher's attachment prior to the expiration of any period established by paragraphs 1 or 2 of this subsection if an expedited transfer is necessary for safety or reliability purposes.

(C)


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Linda C. Bridwell
Executive Director



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12/28/2022
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

POLE ATTACHMENTS (cont'd)

11.26 Rates

a. Per Pole Per Year	2 Users	\$ 3.00
	3 Users	\$ 2.50
b. Survey Fee – per pole		\$119.00

(C)

(C)

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PUBLIC SERVICE COMMISSION

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Executive Director



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12/28/2022
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ATTACHMENT A

Customer Invoice

Issue Date: January 20, 2017
Effective Date: February 20, 2017

Issued by: /s/ Shayne Ison
Shayne Ison, General Manager

RECEIVED

1/20/2017

PUBLIC SERVICE
COMMISSION
OF KENTUCKY



425 Main Street Suite A
PO Box 399
West Liberty, KY 41472

Mountain Telephone
Your Rural Cooperative
Bill At A Glance 01/01/2017

TELEPHONE NO: [REDACTED]

ACCOUNT NO: [REDACTED]

Previous Bill	Payments/Adj	Current Billing	Total Due
\$40.10	\$40.10CR	\$42.63	\$42.63

BALANCE FROM LAST BILLING 40.10
PAYMENTS RECEIVED 12-13 40.10CR
PREVIOUS BALANCE DUE .00

SUMMARY BY SERVICE TYPE

REGULATED SERVICES 38.36
DEREGULATED CHARGES 1.69
MOUNTAIN TELEPHONE LONG DIST 2.58

CURRENT BILLING AMOUNT 42.63

Pay By Bank -- Do Not Pay 42.63

MESSAGE CENTER

Mountain Telephone will be closed on January 2, 2017 in observance of New Year's Day. The Management, Staff and Board of Directors would like to wish you and your family a very Happy New Year!

Visit our website at www.mrtc.com to pay your invoice or to learn more about our services. To make a payment using our automated phone service, dial 606-743-3121 or toll free at 1-844-834-4458. Thank you for your patronage!

****NOTICE**** Payments received after the 10th will be assessed a late fee of \$2 or 5%, whichever is greater.

FOR BILLING INQUIRIES CALL: 606-743-3121

Payments received after 12-23 may not be reflected on this billing statement.

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



425 Main Street Suite A
PO Box 399
West Liberty, KY 41472

Mountain Telephone
Your Rural Cooperative

01/01/2017 000000

Payment Due	Total Due
01/10/2017	\$42.63

ACCOUNT NO: [REDACTED]
TELEPHONE NO: [REDACTED]

Enter Amount Paid
Pay By Bank



MOUNTAIN RURAL TELEPHONE COOP
425 MAIN STREET SUITE A
PO BOX 399
WEST LIBERTY KY 41472-1013

RECEIVED
1/20/2017
PUBLIC SERVICE COMMISSION OF KENTUCKY

Mailing Address Change on Back



Mountain Telephone
Your Rural Cooperative

425 Main Street Suite A
PO Box 399
West Liberty, KY 41472

ACCOUNT NO: [REDACTED]
TELEPHONE NO: [REDACTED]
BILL DATE: 01/01/2017
Page: 2 of 4

MONTHLY USAGE FOR TELEPHONE: [REDACTED] MEMBER NO: [REDACTED]

Description	Date	Quantity	Amount
PREVIOUS BALANCE DUE			.00
REGULATED SERVICES	01/01-01/31		
ACCESS LINE - RESIDENCE		1 @ 18.00	18.00
AUTOMATIC DEBIT			
RESTR-3RD # CALLS			
CALLER NAME/NUMBER		1 @ 1.50	1.50
RESTRICTED PIC			
SUBSCRIBER LINE CHARGE		1 @ 6.50	6.50
ARC - FCC ACCESS RECOVERY CHARGE RES		1 @ 2.50	2.50
ELLIOTT COUNTY E911 CHARGE		1 @ 4.50	4.50
KY TELECOM RELAY/TAP		1 @ 0.04	.04
KENTUCKY LIFELINE SURCHARGE		1 @ 0.14	.14
FEDERAL TAX			.86
KENTUCKY STATE TAX			1.86
ELLIOTT COUNTY SCHOOL TAX			.59
FEDERAL UNIVERSAL SERV CHG			1.50
KY - GRT SURCHARGE			.37
REGULATED SERVICES SUBTOTAL			38.36

DEREGULATED CHARGES	01/01-01/31		
INSIDE WIRING MAINTENANCE		1 @ 1.50	1.50
FEDERAL TAX			.05
KENTUCKY STATE TAX			.09
ELLIOTT COUNTY SCHOOL TAX			.05
DEREGULATED CHARGES SUBTOTAL			1.69

Deregulated charges, if in dispute and unpaid, will not result in disconnection of the regulated services.

CHANGE OF ADDRESS

Effective Date _____

NAME [Grid]

ADDITIONAL NAME [Grid]

PHYSICAL ADDRESS [Grid]

DELIVERY ADDRESS [Grid]

CITY [Grid] STATE [Grid] ZIP [Grid]

RECEIVED
1/20/2017
PUBLIC SERVICE
COMMISSION
OF KENTUCKY



Mountain Telephone
Your Rural Cooperative

425 Main Street Suite A
 PO Box 399
 West Liberty, KY 41472

ACCOUNT NO: [REDACTED]
 TELEPHONE NO: [REDACTED]
 BILL DATE: 01/01/2017
 Page: 3 of 4

MONTHLY USAGE FOR TELEPHONE: [REDACTED] MEMBER NO: [REDACTED]

Description	Date	Quantity	Amount
SUB-TOTAL			40.05
MOUNTAIN TELEPHONE LONG DIST TOTAL CHARGES			2.58
CURRENT BILLING AMOUNT			42.63
Pay By Bank -- Do Not Pay			42.63

RECEIVED
 1/20/2017
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY



ACCOUNT NO: [REDACTED]
TELEPHONE NO: [REDACTED]
BILL DATE: 01/01/2017
Page: 4 of 4

MOUNTAIN TELEPHONE LONG DIST USAGE FOR TELEPHONE: [REDACTED]
FOR BILLING INQUIRIES CALL: 606-743-3121

INDICATOR LEGEND

TC TYPE OF CALL
DD DIRECT DIAL

TC TYPE OF CALL

MOUNTAIN TELEPHONE LONG DIST DETAIL OF ITEMIZED CALLS

DATE	CONT	TC	TO PLACE AND NUMBER	MIN	AMOUNT
11-23	1:12pm	DD	[REDACTED]	5.0	.60
11-28	3:05pm	DD	[REDACTED]	4.0	.48
11-29	3:52pm	DD	[REDACTED]	7.0	.84
11-29	4:58pm	DD	[REDACTED]	1.0	.12
11-29	5:02pm	DD	[REDACTED]	1.0	.12
12-07	1:12pm	DD	[REDACTED]	1.0	.12
12-07	1:56pm	DD	[REDACTED]	1.0	.12
12-09	12:23pm	DD	[REDACTED]	1.0	.12

8 CALL(S) FOR 21.0 MINUTE(S)

MOUNTAIN TELEPHONE LONG DIST SUBTOTAL 2.52

KENTUCKY STATE TAX .02
ELLIOTT COUNTY SCHOOL TAX .01
KY - GRT SURCHARGE .03

MOUNTAIN TELEPHONE LONG DIST TOTAL ITEMIZED CHARGES 2.58

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1/20/2017
PUBLIC SERVICE
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ATTACHMENT B

Exchange Maps

Issue Date: January 20, 2017
Effective Date: February 20, 2017

Issued by: /s/ Shayne Ison
Shayne Ison, General Manager

RECEIVED

1/20/2017

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

EXCHANGE MAPS

MAP OF EZEL EXCHANGE AREA



RECEIVED

1/20/2017

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

EXCHANGE MAPS

MAP OF FRENCHBURG EXCHANGE AREA



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1/20/2017
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EXCHANGE MAPS

MAP OF HAZEL GREEN EXCHANGE AREA



RECEIVED
1/20/2017
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EXCHANGE MAPS

MAP OF JEPHTHA EXCHANGE AREA



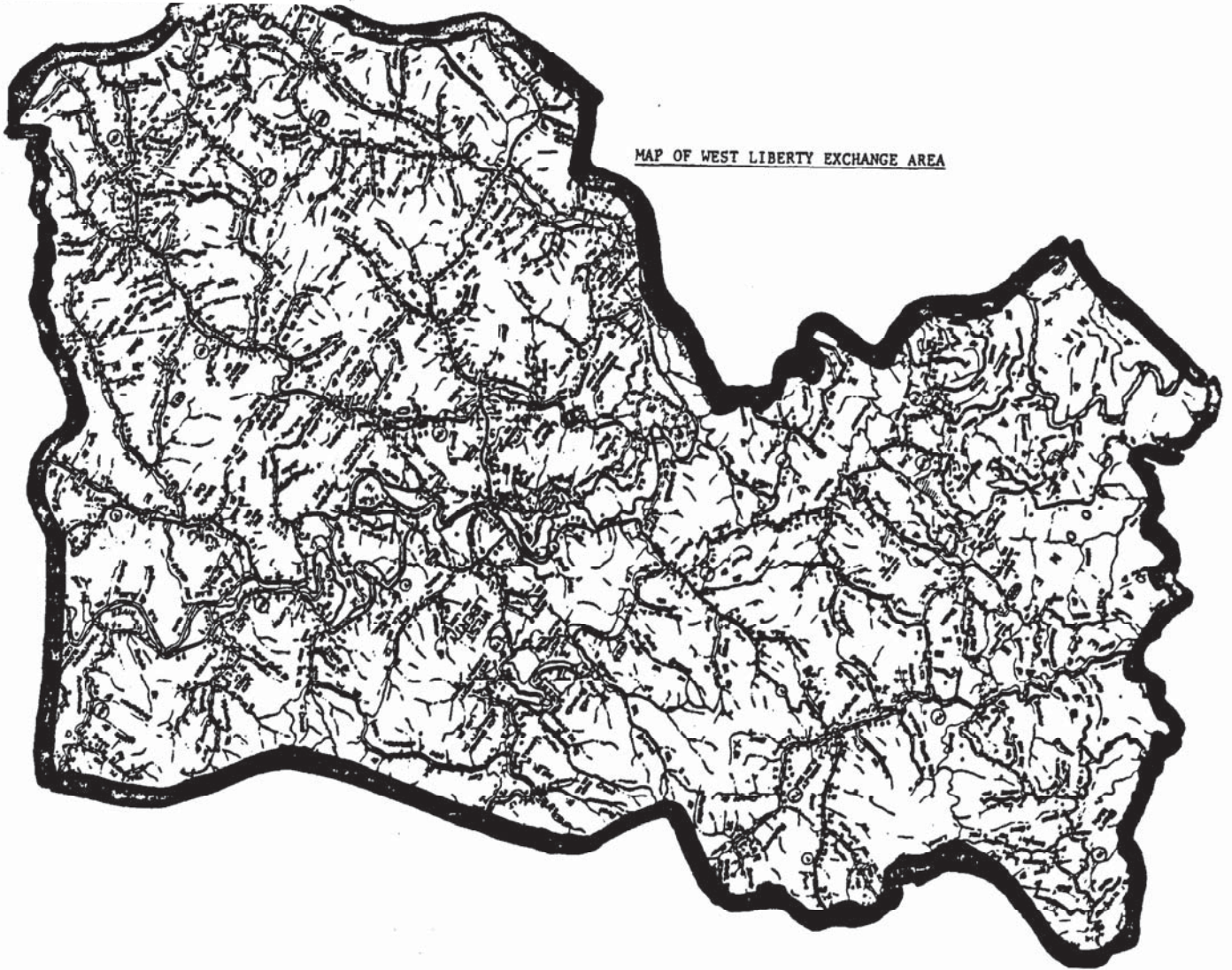
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EXCHANGE MAPS



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