

SCHEDULE OF REGULATIONS AND RATES  
APPLYING TO THE INTRASTATE SERVICES  
AND FACILITIES OF  
**Wheat State Telephone Company, Inc.**  
D/B/A  
**Wheat State Technologies**

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate telecommunications services provided by Wheat State Telephone Company, Inc. d/b/a Wheat State Technologies within the state of Kansas.

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

**Application of Tariff**

The conditions, regulations, rules and rates set forth in this tariff apply to the provision of intrastate telecommunications services furnished within the state of Kansas by the Company and are subject to the jurisdiction of the Kansas Corporation Commission. The Company will comply with the Commission's billing practices standards.

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**Explanation of Symbols**

- (C)** - Signifies a changed condition, rate or regulation.
- (D)** - Signifies discontinued material including condition, rate, regulation or text
- (I)** - Signifies a rate increase
- (M)** - Signifies material relocated from or to another part of the tariff with no change in condition, rate, regulation or text
- (N)** - Signifies new material including condition, rate, regulation or text
- (R)** - Signifies a rate decrease
- (T)** - Signifies a change in wording of text but no change in condition, rate or regulation
- (X)** - Signifies a correction of spelling or typographical error

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**Section 1 – Service Areas**

**1.1 Definitions**

All words and terms used throughout this tariff, in addition to usual meanings, are intended to have the meanings regularly ascribed to them by the telecommunications industry.

Where it may be deemed helpful for full understanding, a word or term may be defined within the body of this tariff.

**1.2 Exchange Areas**

Exchange areas are defined by metes and bounds descriptions contained in various certificates and/or Kansas Corporation Commission orders.

Wheat State Telephone Company, Inc. (Company) provides service within the following Kansas exchanges:

Cassoday  
Matfield Green  
Olpe  
Potwin  
Rock  
Udall

**1.3 Extended Area Service**

Customers in the following exchanges also have extended area service calling between the listed exchanges:

Rock	Udall
Udall	Rock

## **Section 2 – Rules and Regulations**

### **2.1 General**

These rules and regulations apply generally to all services and facilities furnished by Wheat State Telephone Company, Inc. hereinafter referred to as the “Company”. There is intended to be no inconsistency between these rules and regulations and more specific rules that are included within the tariffs. If there should appear to be any such inconsistency, the more specific rules shall be regarded as prevailing over these rules and regulations.

#### **A. Purpose of the Company**

The Company is authorized and obligated to provide service within the territories certificated to it by the Kansas Corporation Commission. The Company furnishes telecommunication services as a public utility in accordance with its tariffs on file with the Kansas Corporation Commission and is subject to regulation by the Kansas Corporation Commission.

#### **B. Adoption of the Tariff by the Company**

The rules and regulations contained in this tariff have been adopted by the Board of Directors of the Company in compliance with its Articles of Incorporation, By-Laws and all known Federal and State laws applying to the provision of telephone service.

#### **C. Inspection of Company's Tariff**

1. Copies of these rules and regulations together with rate schedules and forms for application and contract are on file for inspection at the business office of the Company during normal business hours. The Company may not refuse permission to anyone requesting to inspect its effective tariffs, nor may it require anyone to state a reason why they wish to do so prior to permitting access.
2. A copy of the credit and collection rules shall be furnished upon request to any applicant for service or to any customer undergoing disconnection proceedings.

#### **D. Tariff Applicability**

1. The rules, regulations and rates contained in this tariff apply to the general public located within the certificated service area of the Company and to all services rendered by the Company except as otherwise provided for in individual rate schedules or a special contract between the Company and a customer.
2. This tariff cancels and supersedes all other tariffs of the Company issued and effective prior to the effective dates shown on the individual sheets of this tariff.

#### **E. Special Services and Facilities**

1. Special services and facilities, not otherwise mentioned in, provided for, or contemplated by the tariff schedules of the Company, may be furnished or leased pursuant to special contract for such special service or facility for such period as may be agreed upon, provided such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Company. All contracts, which may be entered into pursuant to this tariff provision, shall be filed with the Kansas Corporation Commission.

Issued: August 29, 2018

Effective: September 28, 2018

Greg Reed, President  
Wheat State Telephone Company, Inc.  
106 W. First Street, P.O. Box 320  
Udall, Kansas 67146



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

**F. Construction Charges**

1. When underground or buried service connections are desired by a customer as an initial installation in an area where the Company would ordinarily use aerial construction, or where a customer is serviced by existing aerial plant and desires that these facilities be buried or placed underground, the following applies:
  - a. The method of installing direct buried cable will be at the discretion of the Company. In instances where cable is placed in a customer-provided trench, backfilling the trench will be the responsibility of the customer. In addition, the customer shall pay the installed cost of the buried cable, less the estimated cost of the installation of aerial facilities with the same capability.
  - b. In instances where facilities are changed from aerial to buried at the customer's request, the customer shall pay the cost of removing the aerial facilities.
  - c. Where the Company would not normally use conduit facilities, and the customer requests that cable be laid in conduit, the underground conduit shall be constructed and maintained at the expense of the customer.
  - d. The duct or ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use.
  - e. Cable installed in conduit will be maintained and replaced at the expense of the Company where the conduit in which the cable is installed has been inspected in place by the Company, and approved. Repairs and replacements of cable in conduit not so inspected and approved, or repairs or replacements of cable in conduit made necessary by damages caused by the customer or their representatives will be made only at the customer's expense.
2. The Company reserves the right to specify the exact type, design, and quality of new plant construction necessary for all service line projects and this option shall in no way influence the application of advance payment as specified below.
3. Service may be furnished for special business of a temporary nature, such as oil leases or road construction camps which may or may not remain in a fixed location for any considerable length of time, in accordance with regulations herein, except that the customer will be required to pay the entire cost of new construction necessary to establish the service, and may be required to pay the cost of its removal.
4. Pole leads and circuits on public highways or private property, whether furnished at the expense of the Company or the customer, are maintained by the Company and ownership therein is vested in the Company or, in the case of pole leads on public highway or private property, may be vested in some other company with whom the Company has a joint use agreement. Poles and circuits on private property are provided in accordance with the regulations specified elsewhere in this tariff.

5. Where necessary and applicable, provisions in paragraph 2.1 E. of this tariff will apply in addition to conditions listed in 2.1 F.1. preceding.

6. Extensions of the Distributing Plant

- a. Within the City Limits, the Company will extend its distributing plant to furnish regular exchange service to any customer without requiring a construction charge, subject to the regulations as specified in the tariff.

- b. Outside the City Limits, but within the Exchange Area, the Company will extend its distributing plant to provide regular exchange service to customers where facilities are not available, subject to the conditions and regulations as follows:

<u>(i) Length of New Line Extension, per Route Mile</u>	<u>Advanced Payment Required</u>
Up to 1/2 Mile	None
More than 1/2 mile	\$100 per 1/10 route mile up to \$1,000.00 maximum amount.

(ii) Advance Payments

- (a) Mileage for determining advance payments will be based on route mileage distance from the Company's nearest cable or wire facility.
- (b) Advance payments will be applied against the customer's monthly telephone service billing (for local service charges).
- (c) No portion of the advance payment will be refunded if telephone service is terminated prior to exhaustion of the advance payment amount.
- (d) At the Company's discretion for service to temporary locations, i.e., construction sites, mobile homes, etc., the applicant for service may be required to pay the total cost of construction, plus the cost of dismantling, less any salvage value.

7. Outside of certified exchange area

When telephone companies agree to a change in certified exchange boundary lines at the request of an applicant for service, the applicant for service must pay the total cost of construction of the facilities beyond the existing boundary plus any stranded investment of the company releasing the area.

8. When it is necessary to provide service on private property and where right-of-way is not obtainable along public roads, any amount in excess of a right-of-way cost necessary to construct on private right-of-way will be paid by the customer in addition to other payments as set forth herein.

## **2.2 Telephone Service**

### **A. Description of the Telephone Service**

1. Local exchange and long distance telephone service is available to the general public through the facilities owned and operated by the Company in accordance with the rules and regulations of this tariff. These services consist principally of local exchange and toll telephone service provided for residential and commercial customers of the Company. In addition to these services the Company may also provide other services as a part of special contracts.
2. Charges for Company services offered under this tariff are covered in other tariff sections. Long distance telephone charges are billed to the customer by the Company in accordance with interexchange carrier tariffs, when applicable.

### **B. Application of Business and Residence Rates**

1. Business rates apply at the following locations:
  - a. In offices, stores, factories, and all other places of a strictly business nature.
  - b. In boarding houses, except as noted in paragraph 2.2 B.2 following. In offices of hotels, halls, and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges, hospitals, libraries and other similar institutions, except as noted in paragraph 2.2 B.4 following.
  - (T) c. At residence locations where the customer has no regular business telephone and when business advertising is used in association with such locations or numbers.
  - d. At residence locations, when an extension is located in a shop, office, or other place of business.
  - e. In any location where the listing of service at that location indicates a business, trade or profession, except as specified below.
  - f. At residence locations where the customer has no regular business phone and the customers' principal income is derived from public sale of goods or services (as in the case of distributors of household products or carpenters who contract their services).
2. Residence rates apply only at the following locations:
  - a. In a location used exclusively as a private residence except as provided for in paragraph 2.2 B.1. preceding.
  - b. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.

3. In the place of residence of a clergyman or nurse, and in the place or residence of a physician, surgeon, or other medical practitioner, dentist or veterinarian, provided the customer does not maintain an office in the residence.

4. In clubs, associations, churches, or fraternal organizations that meet infrequently.

**C. Application for Telephone Service**

1. Applications for service may be made on the Company's standard form of application, verbally, by facsimile (fax), or by electronic means (e-mail). Applicants for service may be required to pay in advance, at the time application is made, all charges accruing for the first billing period for exchange service, and the service charges if applicable. Customers are subject to these general rules and regulations and the tariffs for the particular exchange in which service is furnished.
2. Subsequent requests from customers may be made verbally, and no advance payment will be required. A move from one location to another within the Company's service area is not considered to terminate the contract and orders for such moves may be made verbally.

**D. Minimum Contract Periods**

1. Except as hereinafter provided or specifically stated in this tariff, the minimum contract period for all services shall be one (1) month. Customers taking service for less than the minimum period will be billed for a minimum monthly charge including installation and other nonrecurring charges, if any, as specified under the appropriate rate schedule.

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2. Where the provision of service requires special or nonstandard types of arrangements of equipment or make it necessary to construct or install additional or special facilities or equipment, the Company may require that a written contract be executed between the Company and the customer providing for a minimum contract period of more than one (1) month at the same location, subject to approval by the Kansas Corporation Commission.

**E. Termination of Service**

1. Service may be terminated prior to the expiration of the minimum contract period upon notice being given to the company, and upon payment of the termination charges specified hereunder, in addition to all charges due for service which has been furnished.
  - a. Where service for which the minimum contract period is one (1) month, the charges due include payments for the balance of the initial month.

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- (T)            b. Contracts for periods of longer than one (1) month covering services whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original customer.

2. Service may be terminated after the expiration of the minimum contract period, upon the Company being notified and upon payment of all charges due to the date of termination of the service.

**F.    Authorized Use of Company Service and Facilities by the Customer**

1. Customer telephone service, as distinguished from public telephone service, is furnished only for exclusive use by the customer, family, employees or business associates, or persons residing in the customer's household, except as the use of the service may be extended to persons temporarily subleasing a customer's residential premises. The Company has the right to refuse to install customer service or to permit such service to remain on public premises unless the instrument is so located that it is not accessible for public use.
2. The Company strictly prohibits any customer from charging or receiving compensation from another for services or use of the facilities provided to that customer without the prior written approval of the Company.

**G.    Use of Profane Language or Impersonation of Another**

1. The Company may deny or discontinue telephone service to any person(s), firm or corporation who, over the facilities furnished by the Company, uses, or permits to be used, foul, abusive, obscene, or profane language; or in a manner which could reasonably be considered frightening to others; or for impersonation of another.
2. The Company will attempt to identify nuisance calls only after proper arrangements have been made with the Company.

**H.    Use for Unlawful Purposes**

1. All service is provided subject to the condition that it will not be used for any unlawful purpose; nor may the Company operate outside the law or allow to be operated any service or facilities belonging to the customer, or the Company, which might be or could become a danger or hazard to the employees, property, or agents of the Company or the public in general. Any damages, injuries, or harm caused by the negligence of the customer shall be the responsibility of the customer and in no case may the Company be held liable.
2. The Company may refuse to furnish or may discontinue telephone service to any person, firm or corporation upon written objection to the furnishing of such service made by or on behalf of any governmental law enforcement officer with authority to do so on the grounds that such service is or may be used for an illegal purpose.

**I.    Connection of Automatic Dialing and Announcing Devices**

1. This rule applies to use of automatic dialing or automatic announcing devices when operated or used for the purpose of making a solicitation telephone call.

- a. A solicitation telephone call includes any telephone call by or for a commercial, political, charitable, polling or other entity which has the purpose or effect, directly or indirectly, of soliciting a sale, a contribution or donation, or an opinion or information or other specific action on the part of the called party.
  - b. An automatic dialing device is any user terminal equipment which, when connected to a telephone line, can dial, with or without manual assistance, telephone numbers which have been stored or programmed in the device or are produced or selected by a random or sequential number generator.
  - c. An automatic announcing device is any user terminal equipment which, when connected to a telephone line, can disseminate a recorded message to the telephone number called, either with or without manual assistance.
2. No automatic announcing device, either in conjunction with an automatic dialing or other device or separately, shall be connected to or operated over, the telephone network unless:
    - a. The device or its operator, within five (5) seconds after the called party hangs up, creates a disconnect signal or on hook condition which allows the called party's line to be released, if the called party would otherwise be unable to obtain dial tone after hanging up; and
      - (i) The automatic announcing device is used pursuant to prior agreement between the calling and called parties; or
      - (ii) The recorded message begins with or is preceded by a statement announcing the name, address, and callback telephone number of the calling party, the purpose or nature of the message, and the fact that the message is a recording.
3. Automatic dialing and announcing devices (ADAD), when used in conjunction, shall not be connected to, or operated over, a telephone line unless:
    - (T) a. No calls are made to emergency telephone numbers. Emergency telephone numbers are those identified as such for the exchange to which ADAD calls are made and also those numbers included on a list provided by the telephone facility of each such exchange. This list shall be provided to the prospective ADAD user upon the Company's receipt of the notice required by paragraph 1.3.d. following. The list shall include the numbers of customers who have requested inclusion on the list and have proven to the satisfaction of the Company that ADAD calls would substantially interfere with the customer's ability to render emergency services in situations involving danger to life, health or property. The customer or the Company may request Kansas Corporation Commission determination of the appropriateness of inclusion on the list. Changes in the list shall also be provided to ADAD users who have not ceased operation.
    - b. No calls are made, except pursuant to prior agreement between the calling and called parties,
      - (i) Before 9:00 a.m. and after 9:00 p.m., and
      - (ii) At such other times when operation might cause substantial impairment of service, as determined by the Company pursuant to paragraph 2.2 1.5. following.

- c. All attempted calls are terminated and a disconnect or on hook condition created when the call is not completed within thirty seconds.
- d. At least five days prior to operation, the prospective user provides the Company of each exchange from and to which telephone calls are to be made with the ADAD a written notice containing the following information:
  - (i) The prospective user's name, address and telephone number;
  - (ii) The address and telephone number from which the ADAD calls are to be made;
  - (iii) A description of the ADAD, including whether it is FCC registered;
  - (iv) A summary of the nature of the calls to be made;
  - (v) The calendar days and clock hours during which the ADAD's to be used; and
  - (vi) An estimate of the expected traffic volume, in terms of message attempts per hour and average length of completed message.
- 4. The user of the ADAD equipment shall notify the Company, in writing, of each exchange from and to which the telephone calls are to be made, of any substantial change in the information provided pursuant to 2.2 I.3.d. preceding. Notification will be at least three days before such change, and also of any actual traffic volume that substantially exceeds the estimated volume, promptly after the actual traffic volume is determined.
- 5. If the Company providing the originating service to the ADAD user determines, from review of the information provided by the ADAD user or otherwise, that the telephone service of others is or may be substantially impaired, it may provide service subject to reasonable written conditions necessary to prevent such impairment or, in the absence of such conditions, may refuse or immediately discontinue service to the ADAD user. In making such determinations, the Company shall consider information received from other telephone utilities of any exchange to which ADAD calls are, or would be, made. Failure by the ADAD user to comply with the conditions set forth by the Company shall be grounds for immediate termination of service.
- 6. If the ADAD user fails to comply with the provisions of this rule, the Company providing originating service may refuse to provide service until the noncompliance is remedied or may terminate service upon five days prior written notice, except as otherwise specified in paragraph 2.2 I.5 preceding.

## **2.3 Responsibilities and Obligations of Company**

### **A. General**

- 1. The Company's obligation to furnish exchange and toll telephone service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities.
- 2. The Company shall make its services available to applicants, without discrimination and in accordance with applicable Federal, State and local laws and its approved tariffs, as a regulated public utility under the jurisdiction of the Kansas Corporation Commission.

3. The tariffs and rate schedules of the Company govern and fix the outgoing service of a customer and in no manner guarantee to them the same incoming service. All incoming service of a customer depends upon and is limited by the right of a calling customer to such service.
4. The Company shall not be responsible for the customer's conformance to any applicable laws, regulations or ordinances, or for any harm caused by the customer's neglect.

**B. Service Outage Restoration Priority**

1. In the event of a service outage, restoration of service, to the extent practical, will be made in the following sequence:
  - a. Emergency services to: medical, fire, law enforcement, highway maintenance, civil defense and other utilities.
  - b. City businesses.
  - c. Rural businesses.
  - d. Rural residences.
  - e. City residences.
  - f. Pay stations.
  - g. All other facilities not affecting main station service.
2. If necessary to maintain working central office equipment in the event of an emergency, service will be disconnected in the reverse of the above restoral sequence.

**2.4 Ownership, Maintenance, and Use of Facilities****A. General**

1. All facilities furnished by the Company extending to and including the network interface device (NID) installed on the premises of a customer are the property of the Company. The Company's agents and employees shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the facilities or for the purpose of removing such facilities. Such facilities are not to be used for transmitting, delivering or collecting any message where any toll or consideration has been or is to be paid to any party other than the Company without the written consent of the Company.
2. The Company shall maintain all facilities which it furnishes to the customer. Facilities no longer meeting acceptable standards will be repaired or replaced without charge to the customer, provided easement and rights-of-way, as required, have been furnished to the Company.
3. If installation and maintenance of service is requested at locations which are dangerous to the Company's employees, or to the public, the Company may refuse to provide such service. If such service is furnished, the Company may require the customer to indemnify and hold the Company harmless from any claims, loss or damage from such facilities.
4. A NID may be provided so the customer can conveniently test customer owned facility before calling the Company for maintenance.



**B. Telephone Directories**

- (C) 1. The Company does not provide printed telephone directories. The Company will, however, provide upon customer request and without charge, a list of the telephone numbers applicable for the exchange area in which the customer resides. Such list may be obtained in person at Company offices or on the Company's website.
- (C) 2. The Company will provide such telephone number lists in any format it deems essential and efficient for customer use.

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**C. Telephone Numbers**

The customer has no property right in the telephone number or any right to continuance of service through any particular central office, and the Company may change the telephone number or the central office designation, or both, of a customer whenever it deems advisable in the conduct of its business.

**D. Use of Connecting Company Lines**

Facilities of other companies may be used in establishing connections to points not reached by this Company's lines. In establishing connections with the facilities of other companies, the Company does not assume any liability for any action of the connecting company.

**E. Defacement of Premises**

The Company shall exercise care in all work done on a customer's premises. No liability shall attach to the Company by reason of any defacement or damage to the customer's premises, unless such defacement or damage is the result of the negligence of the Company, or its employees.

**F. Limits of Company Liability**

1. The Company will exercise all reasonable diligence to furnish and deliver regular and continuous service to the customer but will not be liable for damages caused by interruption, shortages, irregularities or failures due to accidents, interference by third parties or conditions beyond the reasonable control of the Company.
2. When, in the judgment of the company, the continued provision of service becomes unsafe; or where Federal, State or local regulations place operational restriction(s) upon the company because of unsafe or hazardous situations, or other unusual conditions including strikes or lockouts; service as provided for in this tariff may be temporarily suspended by the Company. In so doing, the Company shall endeavor to minimize such suspension. However, the Company assumes no liability for the inconvenience or damages suffered by the customer during such periods.
3. The Company reserves the right to temporarily suspend service when repair, modification or improvement to the system is being done. If not precluded by emergency conditions, the Company will make a reasonable effort to give notice to the customer either through the use of public media or individual contact or communication. Repairs or improvements will be completed expeditiously and so far as it is reasonably possible, the work will be performed at a time that will cause the least inconvenience to all customers concerned.
4. The customer's facilities and equipment shall conform to all applicable laws, regulations, or ordinances as may be effective and the conditions of this tariff. The company does not express, imply or warrant the adequacy, safety or other characteristics of customer-owned or operated equipment by virtue of any inspection or rejection of facilities. The Company shall not be held liable in any way for customer-owned and maintained equipment which causes or may cause a hazardous, unsafe or dangerous condition, or threatens the health of others, even though such facilities or equipment were inspected by Company personnel.

**2.5 Responsibilities and Obligations of Customers**

**A. General**

1. Customers of the Company shall be responsible for the prompt payment for all services rendered by the Company. Failure to receive a bill for any given period of time will not relieve the customer of their financial obligation. Payments may be made to the Company business office or authorized collecting agents, in accordance with the tariff rate schedules contained herein. Only properly appointed and identified employees or agents of the Company are authorized to receive customer payments.
2. In no case shall a customer be required to pay any sum to an employee of the Company or to anyone alleging to be agents of the Company except as provided herein. Any customer who makes such unauthorized payments may still be obligated to pay the Company if the Company is unable to recover all or part of such sums taken by unauthorized persons.

3. The customer may not damage, tamper with or attempt to repair any company-owned facilities installed or placed on their premises, or apparatus connected to such equipment, without written consent of the Company. In the event there is available evidences that a customer manipulates or tampers with any service or Company-owned facilities, the Company shall have the right to immediately discontinue service without notice. Damages arising or associated with such actions shall be the liability of the customer.
4. The customer is responsible for damages to the facilities of the Company caused by negligent or willful acts of the customer or their authorized agents and users, including the reimbursement to the Company for any losses through theft, fire, or vandalism occurring as a result of such negligence.
5. The customer is responsible to maintain clean, safe, and hazard free working conditions, environment and equipment for the employees, equipment, and agents of the Company. In no case is the Company required to work in an unsafe or hazardous condition, or to place in jeopardy or possible harm its perennial or facilities.
6. Any damage or harm caused by customer actions or failure to act on the customer side of the point of interconnection (NID) or abide by the rules in paragraph 2.5 B., following, shall in no way be a liability of the Company.

**B. Connection of Terminal Equipment and Communication Systems**

1. Terminal equipment and communication systems may be connected with the facilities furnished by the Company for telephone services as provided in these conditions and as set forth in the FCC registration program contained in Part 68, Chapter 1, Title 47 of the Code of Federal Regulations. The operating characteristics of such equipment or systems shall be such as to:
  - a. Not interfere with any service offerings by the Company.
  - b. Not endanger the safety of Company employees or the general public.
  - c. Not damage, required change in or alteration of equipment or other facilities of the Company.
  - d. Not interfere with the proper function of Utility equipment or facilities.
  - e. Not impair the operation of the telephone network or otherwise injure the public in its use of the Company's services.
2. The customer shall provide the company the following information about such equipment or systems:
  - a. FCC Registration Number;
  - b. Such other information that may be required to assure compatibility of the connected equipment and proper administration of all applicable laws, rules and regulations.

- (T)
3. Upon notice from the Company that the equipment or system is causing or is likely to cause a hazard or interference, the customer shall make such changes as shall be necessary to remove or prevent such hazard or interference. The customer shall be responsible for the payment of all Company charges for visits by the Company to any customer's premises where a service difficulty or trouble report results from such equipment or facilities.
  4. A service charge, as provided at 3.3 C.1.d., will be billed to the customer for each premise visit necessary where the service difficulty or trouble is found to be caused by such equipment. Any work performed by Company employees necessitated by such equipment will be done at additional charge based on costs of time and materials.
  5. The Company shall not be responsible for the installation, operation or maintenance of any such equipment or systems. Telephone service is not represented as adapted to the use of such equipment or systems. Where such equipment or systems are connected to Company shall be limited to the furnishing, operation and maintenance of such facilities in a manner suitable for telephone service. The Company shall not be responsible for the through transmission of signals generated by such equipment or systems, or the quality or defects in such transmission, or the reception of signals by such equipment or systems.
  6. The Company shall not be responsible to the customer if change in these conditions or in any of the facilities, operations or procedures of the Company render any customer provided equipment obsolete or require modification or alteration of such equipment or otherwise affect its use or performance.
  7. Where any customer provided equipment or system is used with telephone service in violation of any of these conditions, the Company will take such immediate action as necessary for the protection of the network and will promptly notify the customer, in writing, of the violation. The customer shall discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company within two days following the receipt of written notice from the Company that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this tariff.
  8. The customer is responsible to determine that termination equipment and communication systems are operating properly prior to reporting any trouble to the Company. The Company is not obligated to make any tests of its facilities until the customer has completed testing such equipment and determined the trouble to be in the Company's facilities. If the Company finds upon testing that the trouble was in the customer's equipment or wiring and not the Company's facilities, a charge will be assessed to the customer for time and equipment utilized by the Company to make any required tests.

### Section 3 – Local Services

#### 3.1 Local Exchange Telephone Service

These rates apply to all customers of the Company. The rate covers the provision of network access to a local customer location, and entitles the customer to local calls (without long distance toll charges) to all local stations connected to a central office of the exchange, or to all local extended local service areas where comprised of more than one exchange. Tone dialing service is also included in the rate. The Company will add applicable Federal and/or State excise, franchise and sales taxes and other government imposed fees to each monthly bill as a separate charge.

<b>A. <u>Access Lines</u></b>		<b><u>Monthly Rate</u></b>
(CR)	1. Business	\$22.00 ( I )
	2. Residence	\$19.00
(CR)	3. Trunks	\$22.00 ( I )

#### **B. Kansas Universal Service Fund**

The Company assesses a fee for funding of the Kansas Universal Service Fund (KUSF), including the Kansas Lifeline Service Program (KLSP), and the Kansas Telecommunications Access Program (TAP). These funds were enacted by the Kansas Legislature in 1996, and authorized by the Kansas Corporation Commission (KCC) on December 27, 1996 in Docket No. 190,492-U. The amount of the fee may vary as determined by the Commission.

#### **C. Lifeline Service Program**

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

##### 1. General

- a. Federal Credit – the amount of federal credit provided to qualifying customers will be the maximum amount authorized by the FCC and will be applied to qualifying service as determined by the FCC.
- b. State Credit - the amount of state credit provided to qualifying customers will be the maximum amount authorized by the KCC and will be applied to qualifying service as determined by the KCC.
- c. In no event shall any service rate be reduced below zero as a result of applying any Lifeline credit.

(T) 2. Initial Eligibility, Continued Re-Certification, De-Enrollment Requirements

- (C)
- a. Initial and continuing eligibility for receipt of the federal and state Lifeline credit shall be the programs and income levels established by the FCC and will be provided on a "one credit per residential premise or dwelling place" basis; or meeting the FCC single household income guidelines.
  - b. Continued re-certification of eligibility for the receipt of the federal and state Lifeline credit shall be as established by the FCC in 47 C.F.R. § 54.410(f) and amendments thereto.
  - c. De-enrollment in the Lifeline program shall be as established by the FCC in 47 C.F.R. §54.405(e).

(C)

(D)

(D)

(D)

(D)

(T)

3. Rules and Regulations

- a. Local service for Lifeline customers may be disconnected for non-payment of toll charges.
- b. Toll restriction service will be provided to Lifeline customers at no charge.
- c. Lifeline customers may be required to accept toll restriction service as a condition to avoid disconnection of local service for non-payment of toll.
- d. Lifeline customers are not required to pay a deposit in order to obtain local service if the customer voluntarily elects installation of toll restriction service.
- e. Partial payments from Lifeline customers will be applied first to local service charges and then to toll charges.
- f. Lifeline customers will not be denied re-establishment of service on the basis that the customer was previously disconnected for non-payment of toll charges.
- g. Lifeline will not be furnished on a foreign exchange service arrangement.

(T)

4. Credit and Collections

- a. If a Lifeline applicant is known to have a poor credit history, a deposit may be required.
- b. Once service has been established for a Lifeline customer, they will be subject to bill payment policies contained in this tariff applicable to all customers.

(T) **3.2 Reserved For Future Use**

(D)

|

(D)



(D)

(D)

### **3.3 Service Charges**

#### **A. General**

1. Service charges are made separately to connect, move or change telephone service according to the components of work required.

- a. Service Order Charge

For work associated with receiving, recording and processing information necessary to execute a customer's request for initial establishment of telephone service or additions, moves and changes to existing service.

- b. Line Connection Charge

For work associated with the installation or changing of central office connections required to provide or change exchange access service requested by service order.

- c. Reconnection/Restoration Charge

Applicable for reconnection or restoral of service following a disconnect due to nonpayment.

- d. Premise Visit Charge

Whenever a customer request, including deliveries, requires a premise visit, one charge applies for all work requested at one time on one continuous property.

2. Service charges apply, except as specified in this section or in other sections of the tariff, to customer-initiated requests for establishment of telephone service, reconnecting service which has been temporarily disconnected for nonpayment, and establishing miscellaneous services. Service order charges may also be provided for in other sections of the tariff.

- a. When service which has been disrupted by fire, accident or natural catastrophe is reestablished, service charges will not apply.

3. Service connection charges apply to customer-initiated moves and changes of service. A move is relocation of the Company-owned protector or network interface device (NID).

**B. Regulations**

1. Conditions under which no service charges apply:
  - a. Complete termination of service.
  - b. Company initiated upgrade in classes of service.
  - c. Cancellation of service orders.
  - d. Changes in bill mailing address, or special billing arrangements.
2. One (1) service order charge and one (1) line connection charge apply per customer request to suspend and restore service.

**C. Application of Charges**

Component charges specified hereunder apply to standard installation. All installations requiring extraordinary construction or cost will be charged on actual cost basis, e.g., extensive fishing of wires through residence walls.

**1. Residence and Business**

- |                               |                               |
|-------------------------------|-------------------------------|
| a. Service Order Charge (SOC) | Nonrecurring<br><u>Charge</u> |
|-------------------------------|-------------------------------|

Per customer request for work ordered  
and requested to be completed at the  
same time on the same premises

\$12.00

- |                                 |
|---------------------------------|
| b. Line Connection Charge (LCC) |
|---------------------------------|

Per line or central office

\$12.00

- |                                    |
|------------------------------------|
| c. Reconnection/Restoration Charge |
|------------------------------------|

SOC + LCC

(C)

- |                         |
|-------------------------|
| d. Premise Visit Charge |
|-------------------------|

\$50.00 ( I )

- (i) One charge applies for work required in connection with the original establishment of service or reestablishment of service after disconnection.

- (ii) If a customer requests a premises visit to restore service and it is determined that access service to the NID is in service but that the service outage is caused by the customer's inside wiring or customer-owned equipment, then the customer shall be responsible for the payment of the company's fully allocated costs of the premises visit.

**3.4 Other Miscellaneous Service Charges**

<b>A.</b>	Late Payment Charge	3%
<b>B.</b>	Bad Check/Bank Draft Fee, per occurrence	\$30.00
<b>C.</b>	Special Billing Number (monthly)	\$0.25

**3.5 Special Circuits****A. General**

1. The Company will furnish and maintain special circuit lines within the exchange area where adequate facilities exist. Examples of applicable services include private lines, PBX trunks, off premise extensions, alarm circuits, radio loops and foreign exchange circuits.
2. These charges cover the additional facilities required and are in addition to rates specified in this tariff for the class of service desired, service charges, and construction charges, when applicable.

<b>B.</b>	<u>Special Circuit rates</u> <sup>1</sup>	Monthly <u>Rate</u>
1.	First one-half (1/2) mile or fraction thereof	\$3.00
2.	Each additional one-quarter (1/4) mile or fraction thereof	\$2.00

**(T) 3.6 Telephone Number Listing Service****A. General**

- (T) 1. The regulations for telephone number listings, as provided in this section, apply only to the information records and the regular alphabetical list of names of customers.
- (T) 2. The alphabetical list of names of customers is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customers' service. Special arrangements of names is not contemplated, nor any form of listing which does not facilitate directory assistance service or is otherwise objectionable or unnecessary for purposes of identification.

<sup>1</sup> A minimum monthly charge of \$3.00 applies.

- (T) 3. Names in telephone number listings shall be limited to the following:
- a. The individual name of the customer, or
  - b. The individual name of a member of the customer's family, or
  - d. The name under which a business is actually being conducted by someone other than the customer and which the customer is authorized by such other to use, or
  - e. The individual names of the officers, partners, or employees of customer, or
  - f. The names of departments when such listings are deemed necessary from a public reference viewpoint.
4. Whenever any question arises as to the right of a customer to (1) list the name of a business which they claim is authorized to represent; or (2) use a listing which includes the trade name of another; the Company is allowed to require the customer to secure from the owner of such name, written authority so to use it, addressed to the Company for the acceptance for insertion or for the continuance of such listings; and is allowed to refuse to accept or to delete such listing if such written authority is withdrawn by such owner in writing to the Company.
- (T) 5. A primary telephone number listing is provided for each separate customer service. When two or more lines are consecutively operated, the first number of the group is considered the primary listing.

**B. Regular Extra Listings**

- 1. Business extra listings may be the names of partners or members of the firm, if the customer is a partnership or firm; the names of officers of the corporation, if the customer is a corporation; and for any business establishment, the names of associates or employees of the customer. No other class of listing, such as service, agency, commodity, etc., will be accepted.
  - 2. Residence extra listings may be the names of members of the customer's immediate family.
- (T) 3. Ordinarily, all extra listings must be of the same address and telephone number as the primary listing, except as provided below for alternate listings. However, when in the opinion of the Company it appears necessary as an aid in identification and provided satisfactory service can be furnished, a listing may be permitted under the address of PBX station, or extension station, installed on premises of the customer, but at an address different from that of the switchboard, or main station, using the telephone number of the primary listing.
- (T) 4. Extra listing charges (except for listings of alternate call numbers and office hours) date from the time the listing is posted on the information records. Information records are posted at the time application for the listing is made. Charges for listings of alternate call number and office hours become effective as of the date of application.

**C. Special Types of Extra Listings**

- 1. Duplicate and Cross Reference Listings
  - a. Duplicate listings, i.e., listings of nicknames, abbreviated names, names which are commonly spelled in more than one way, and rearrangements of names are

- (T) permitted when, in the opinion of the Company, they are necessary for the proper identification of the customer.
- b. Cross reference listings are permitted when their use will facilitate the handling of telephone calls.
- c. The regular extra listing rate applies for each duplicate listing.
2. Alternate Call Number Listings
- a. Listing of an alternate telephone number, other than those covered below under paragraph 3.6 C.5. (Office Hour Listing) of this tariff, to be called in case no answer is received, is permitted for customers to all classes of service.
- b. The alternate number may be that of a service not under contract with the customer in connection with whose name it appears. In such a case, the consent of the customer to the alternately listed service must be obtained before the alternate listing is furnished.
- c. The regular extra listing rate applies for each alternate call number listing.
3. Foreign Exchange Listings
- a. Foreign exchange listings, i.e., listings of customers located in an exchange other than in which the listed service is furnished, are permitted.
- b. The foreign exchange listing rate shall apply.
4. Temporary Tenant Listings
- a. Residence customers who lease their premises for a period for less than one year and request the Company to render service to their tenant without change in contract may arrange for the listing of such tenant provided the customer and the tenant do not occupy the premises at the same time.
- b. All billing and contractual arrangements remain unchanged, the customer being responsible for the payment of all charges.
- c. The regular extra listing rate applies for each temporary tenant listing.
5. Office Hour Listings
- (T) a. Customers may provide their office hours information for use with telephone number listing service. Listing of office hours or other information which is not required in order to efficiently handle telephone traffic is not included in the charges for service.
- (D)
- (D)
- (T) b. The regular extra listing rate applies for each office hour listing.

**6. Bold Face Type or Specialized Print Listings**

- (T) a. Customers may request their telephone number listing be printed in bold face type or using specialized printing. These requests will be subject to the terms and conditions of a separate agreement.
- b. The regular extra listing rate applies for each bold face type or specialized print listing.

**D. Non-Published Listing Service**

- (T) 1. Customers who desire their telephone numbers to be omitted from the Company's telephone number listing service may subscribe to non-published listing service.
2. Incoming calls to a customer subscribing to non-published listing service will be completed only when the calling party places the call by telephone number, notwithstanding any claim made by the calling party.
- (T) 3. The undertaking of the Company in providing non-published listing service shall be to omit from the Company's telephone number listing service the telephone number of a customer subscribing to such service.<sup>1 2</sup>
- (T) 4. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly by the provision of the telephone number which the customer has requested to be omitted from the Company's telephone number listing service or the disclosing of such telephone number to any person. Where such telephone number is provided, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular non-published listing service.

**E. Non-Listed Service**

- (T) 1. At the request of the customer, any one or all of the customer's primary listings, additional listings or other listings associated with the same or different residence telephone service line normally provided by the Company's telephone number listing service will be omitted but will be listed in the directory assistance records available to the general public.
- (T) 2. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly by the provision of the telephone number which the customer has requested to be omitted from the Company's telephone number listing service or the disclosing of such telephone number to any person. Where such telephone number is provided, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular non-listed service.<sup>1 2</sup>

<sup>1</sup> When a call is placed from a telephone number associated with a non-published listing or non-listed service, the number may be disclosed if the called party has equipment to display calling party number (CPN). Customers may prevent the display of their CPN by activating CPN blocking. CPN blocking is available, at no charge, in areas where CPN disclosure is possible.

<sup>2</sup> The non-published listing or non-listed service customer's name, telephone number, and address may be provided to a 911 customer who subscribes to customer records service. The 911 customer must complete an agreement to protect non-published listing or non-listed service information.

- (T) 3. The monthly rate for non-listed listings applies separately for each listing which normally would be provided in the Company's telephone number listing service but which, at the customer's request, is furnished on a non-listed basis.

(T) **F. Telephone Number Listing Service Rates**

	<u>Monthly Rate</u>	<u>Service Charge</u>
1. Regular Extra Listing	\$0.95	<sup>1</sup>
2. Foreign Exchange Listing	\$0.95	<sup>1</sup>
3. Non-Published Listing Service	\$1.00	<sup>1</sup>
4. Non-Listed Service	\$1.00	<sup>1</sup>

**3.7 Direct Inward Dialing Service**

**A. General**

1. Direct inward dialing (DID) service to customer-premise located switching systems is furnished subject to the availability of facilities and the availability of telephone numbers.
2. The service includes the central office switching equipment necessary for DID from the exchange and long distance message telecommunications network directly to stations and attendant positions associated with customer-premise located switching systems.
3. The service must be provided on all lines in a trunk or network access line group arranged for inward service. Routing of calls to selected numbers within the DID number group over a separate trunk or network access line group is not contemplated.
4. The charges for the service, as provided following, are in addition to the applicable basic service rates and service connection charges as provided in accordance with the regulations of this tariff.
5. 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. The Company shall not be responsible to the customer or authorized user if changes in the protection criteria or in any of the facilities, operations or procedures of the Company render any facilities provided by a customer or authorized user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.
7. DID telephone numbers are normally provided on a consecutive number basis. DID numbers may be provided on a non-consecutive basis when such service provision is acceptable to the customer and the Company and, is within the normal limitations of the serving office. The Company retains its rights to the administration and use of telephone numbers as described in elsewhere in this tariff.

<sup>1</sup> Appropriate service charges found elsewhere in this tariff are applicable.

8. Telephone number listings will be provided in accordance with the provisions of this tariff. DID numbers furnished herein are not entitled to free telephone number listings.
9. The customer premises located switching equipment must be arranged to provide for intercepting of unused numbers transmitted to the switching equipment.
10. The rates and charges for the service contemplate the use of standard Company equipment and serving arrangements.

<b>B. <u>DID Rates</u></b>	<b><u>Monthly Rate</u></b>	<b><u>Installation Charge</u></b>
1. First 50 DID numbers assigned	\$25.00	\$210.00
2. Each additional 50 DID numbers or fraction thereof	\$25.00	\$210.00
3. DID Trunk Termination, per trunk	\$32.50	

**3.8 Line Hunting Service****A. General**

1. The Company will provide line hunting service (LHS) when requested by the customer for each group of central office lines or PBX trunks arranged.

**B. LHS Rates**

- |  |         |         |
|--|---------|---------|
| 1. Control equipment at the central office | \$25.00 | \$12.00 |
| 2. Change in point of break, in hunt group |         | \$12.00 |

**3.9 On-Premise Extension Service****A. General**

1. The Company will provide on-premise extension (OPX) service, at customer request, under the following conditions:
  - a. The structure to which OPX service is requested must be on the same physical property where the customer has an existing access line in service.
  - b. The maximum amount of wiring for OPX service cannot exceed 1,000 feet, regardless of the number of OPXs installed.

**B. OPX Rates**

1. Regular service charges apply and, when necessary, construction charges, as found elsewhere in this tariff.

- |     |                                |                           |
|-----|--------------------------------|---------------------------|
| (C) | 2. Burial of the OPX, per hour | \$100.00 <sup>1</sup> (1) |
|-----|--------------------------------|---------------------------|

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<sup>1</sup> A minimum charge of one-half (1/2) hour is applicable.



## **Section 4 - Toll, Access, and Network Calling Services**

### **4.1 Long Distance Toll Telephone Service**

#### **A. Message Telecommunications Service**

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

#### **B. Rate Applicability**

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

### **4.2 Access Services**

#### **A. Intrastate Access**

1. The Company concurs in the Appendix A Kansas Intrastate Access Service Tariff as filed by Blue Valley Tele-Communications; and the rates, rules and regulations governing such communications services and, the Blue Valley Tele-Communications General Exchange Tariff, Section 4 (Billing & Collections); as approved by the Kansas Corporation Commission; and any amendments or successive issues thereof and makes itself a party to such access tariffs until this concurrence is revoked or cancelled.
2. The Company hereby expressly reserves the right to cancel this statement of concurrence in whole or in part, at any time when it appears that such cancellation is in the best interest of the Company, subject to the jurisdiction of the Kansas Corporation Commission as it applies.

### **4.3 Operator Services**

The Company jointly furnishes operator services to its customers in concurrence with approved rates, practices, procedures and tariffs of operator service providers authorized by the Kansas Corporation Commission. Portions of these tariffs are on file with the Company and the entire tariff is on file with the Commission. Rates charged are as specified in the operator service provider tariff.

### **4.4 National Directory Assistance Service**

#### **A. General**

1. National Directory Assistance (NDA) is a service whereby customers may request assistance in determining telephone listing information.
2. A maximum of two customer listings and/or addresses are available per request. The NDA rate applies per request whether or not a number is provided, including requests for numbers which are non-published or not found. There are no allowances associated with NDA requests.

- (T) 3. Charges for NDA are not applicable on calls from customers whose physical or visual handicaps or lack of literacy prevents them from using printed telephone numbers. Such customers must provide certification from an agency or physician to establish exemption from NDA charges.

4. Where facilities permit, NDA will be available from hotel/motel and pay telephones.

**B. NDA Rates**

Per NDA request                      \$1.25

**C. Directory Assistance Call Completion****1. General**

- (T) a. Directory Assistance Call Completion (DACC) provides the customer the option of having long distance calls automatically completed after they receive a telephone number listing from National Directory Assistance (NDA). This service is available where facilities permit.

- b. The DACC portion of the call will be billed in the same manner as the NDA portion, at rates specified below.

- (T) c. The customer may accept DACC by responding to a prompt from the DACC announcement that follows receipt of the requested telephone number listing from NDA.

**2. Allowances and Exemptions**

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

**3. DACC Rates**

Per minute                              \$0.25

**4.5 Custom Calling and Advanced Calling Services****A. General**

Custom calling services (CCS) are a group of optional services available to customers which provide basic call management features. Advanced calling services (ACS) are optional telephone service arrangements available to customers which provide customized call management features. Promotional periods may be instituted by the Company with regard to these services. Promotion periods may include temporary waiver of applicable installation charges, or a free additional feature with the purchase of another. Local or long distance calls established by using certain features will be charged the appropriate tariff rates for such calls.

**B. Feature Descriptions**

1. Block The Blocker - enables the customer to reject calls for which caller identification has been intentionally blocked. Calls rejected are given an announcement.

2. Caller ID Block - allows the customer to prevent the delivery of their Caller ID information from being provided to a called party. The service is available in two arrangements: per line blocking or per call blocking. Per call blocking is activated by dialing an access code immediately prior to placing the call.
  - a. Per line caller ID blocking is available upon request, at no charge, only to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residence of employees/volunteers: (a) private, nonprofit, tax-exempt domestic violence intervention agencies, (b) state and county departments of human resource shelters and (c) federal, state and local law enforcement agencies. Caller ID information will not be transmitted from a line equipped with this capability.
3. Call Forwarding - enables the customer to redirect incoming calls to another line. Any calls that are forwarded to a number requiring long distance toll service will incur the appropriate long distance toll charges for the forwarded call. Call forwarding is available in various formats:
  - a. Call Forwarding-All Variable - when activated, causes all calls attempting to terminate to a customer's line to be redirected to another line. The customer selects the forward-to number when the feature is activated and programs the number via access codes.
  - b. Call Forwarding-Busy Line Fixed - all calls terminating to this line are automatically redirected to another designated number when a busy line condition exists.
  - c. Call Forwarding-Busy Line Variable - all calls terminating to this line are redirected to another designated number when a busy line condition exists when activated by the customer.
  - d. Call Forwarding-Don't Answer Fixed - all calls terminating to this line are automatically redirected to another designated number if the call is not answered within a customer-established number of rings.
  - e. Call Forwarding-Don't Answer Variable - all calls terminating to this line are redirected to another designated number if the call is not answered within a customer-established number of rings when activated by the customer.
4. Call Hold - allows the customer to put a call on hold in order to initiate/answer another call. The customer may alternate between calls, but the two calls may not be joined and only one call can be held at a time.
5. Call Return - allows the customer to automatically redial the telephone number of the most recent incoming call. If the telephone number is busy, the Company's equipment will monitor the line for a maximum of thirty (30) minutes beginning with the customer's activation of call return in an attempt to establish the call. This feature cannot return a call to a line that is not associated with a telephone number (e.g. multi-line hunt groups) or to a line with call forwarding activated.

- (T)
6. Call Screening - allows the customer to create a list of six (6) telephone numbers from which calls will be rejected. Calls from telephone numbers contained on the list will be given a rejection tone or an announcement. This feature may only be used to reject selected calls from within the customer's end office or a different office, provided proper signaling exists between the originating, terminating, and interconnecting offices. Only those calls that the customer programs into the selective call rejection list will be rejected. To the extent sufficient equipment is available, customers may purchase more than one Call Screening feature in order to create additional telephone number lists.
  7. Call Trace - allows the customer to dial a code to permit the Company to identify a specific incoming call immediately after the call is terminated. Activation of this feature requires the customer to coordinate with law enforcement agencies, and will also require the customer's written authorization to release any call information to such agencies.
  8. Call Transfer - allows the customer to transfer a call to another telephone. The called line must be equipped with three-way calling to activate this feature.
  9. Call Transfer/Three-Way Calling - allows the customer to have simultaneous conversations with two other parties.
  10. Call Waiting - this feature provides a burst of tone to inform a customer who has a call in progress that another call has terminated to that line and is waiting to be answered. The customer may place the first party on "hold" while the second incoming call is answered.
  11. Call Waiting Caller ID - allows a customer, while on the phone in an established call, to receive calling party caller ID information of an incoming call when alerted by the call waiting tone. Customers must provide and connect their own compatible premises equipment which is designed to display calling party name and number information.
  12. Caller ID Name & Number Delivery - allows the transmission of calling party name and number information to the customer's access line. Customers must provide and connect their own compatible premises equipment which is designed to display calling party name and number information.
  13. Do Not Disturb - allows the customer to prevent incoming calls from ringing their line by diverting the call to a tone or announcement.
  14. Do Not Disturb Telemarketing - allows the customer to decline acceptance of calls from telemarketing firms. Telemarketing callers will hear an announcement.
  15. Find Me/Follow Me - allows the customer to be located by forwarding calls to numerous devices either in sequence or simultaneously to a list of numbers. The customer can also forward calls to specific numbers based on a time schedule. Any calls that are forwarded to a number requiring long distance toll service will incur the appropriate long distance toll charges for the forwarded call.

16. Off Premises Extension (OPX) - OPX is a facility which allows a second customer line to act as if it is an extension of the customer's main service line. When the main line is called, both lines ring.
17. Preferred Call Forwarding - allows a customer to create a list of six (6) telephone numbers for which calls will be forwarded. Only those calls from numbers programmed into the preferred call forwarding list will be forwarded. To the extent sufficient equipment is available, customers may purchase more than one preferred call forwarding feature in order to create additional telephone number lists.
18. Priority Ringing - allows a customer to program their line with a distinctive ringing pattern for a list of six (6) calling numbers and with a normal ringing pattern for all other calling numbers. In addition, for customers who also have call waiting, a distinctive call waiting tone is heard when the line is called by one of the numbers on the list. The customer can, thus, selectively answer incoming calls based on the distinguishable ring pattern or tone. To the extent sufficient equipment is available, customers may purchase more than one priority call feature in order to create additional telephone number lists.
19. Remote Call Forwarding - allows a customer that also subscribes to call forwarding with the ability to activate, deactivate or change call forwarding from a remote location. All charges incurred to access the remote number will be appropriately billed.
20. Remote Feature Activation - allows a customer to activate/deactivate various ACS and CCS features from a location other than the customer's main service line.
21. Repeat Dialing - allows the customer to place a call to the last number to which a call was previously made or attempted. In addition, if the customer encounters a busy signal, this feature will automatically scan the called line for an idle condition. This scanning continues until the called station becomes idle, the original request is canceled, or a timer expires and clears the request.
22. Secure Access - allows the customer to prevent unauthorized outbound long distance calls being placed. This feature can be cancelled on a per-call basis by the customer.
23. SimRing - allows the customer to specify a list of numbers and in which order to ring when the customer's main number is called. Any calls that are forwarded to a number requiring long distance toll service will incur the appropriate long distance toll charges for the forwarded call.
- (T) 24. Special Call Acceptance - allows the customer to create a list of six (6) telephone numbers from which calls will be accepted. Calls from telephone numbers not contained on the list will be given a rejection tone or an announcement. This feature may only be used to accept selected calls from within the customer's end office or a different office, provided proper signaling exists between the originating, terminating, and interconnecting offices. Only those calls that the customer programs into the selective call acceptance list will be accepted. To the extent sufficient equipment is available, customers may purchase more than one Special Call Acceptance feature in order to create additional telephone number lists.
- (T) 25. Speed Calling 8 or 30 - allows the customer to place calls to select telephone numbers by dialing a one or two-digit code. The customer can generate a speed calling list of up to 38 telephone numbers with each number in the list associated with a unique code (2 through 9 and 20 through 49).

- (T) 26. Teen Service - provides for an additional telephone number to be assigned to the same line. Each telephone number is assigned a unique ringing pattern to allow the customer to determine which number was called. A telephone number listing is also provided.
27. Toll Restriction & Diversion - allows the Company to block calls to certain customer-specified destinations. Customer options available are:
- a. Restriction of 1+ calls only.
  - b. Restriction of 1+ and 0+/0- (operator handled) calls, except incoming 8XX type calls.
  - c. Restriction of 1+, 0+/0- and incoming 8XX type calls.
- Restriction of 0+ and 0- operator calls prevents the customer from dialing a long distance toll telephone number or operator for any purpose, including for emergency or telephone assistance. The Company shall not be liable for any and all claims, losses or damages caused by the customer's use of toll restriction.
28. Voice Data Protection (VDP) - allows a customer to inhibit intrusion features such as call waiting or operator services queries when the customer's line is in use. The customer may activate/deactivate VDP (variable service) or Company controlled (fixed service).
- (T) 29. Warm Line/Direct Connect Service - allows the customer to automatically place a call to a preselected telephone number by simply lifting the receiver off of the switchhook. No dialing is required for the calling party to reach the specified destination.

C. <u>CCS and ACS Service Rates</u>		<u>Monthly Rate</u>	
		<u>Residence</u>	<u>Business</u>
1. CCS Features			
	a. Call Forwarding:		
	i. All Variable	\$1.25	\$2.25
	ii. Busy Line Fixed	\$1.25	\$2.25
	iii. Busy Line Variable	\$1.25	\$2.25
	iv. Don't Answer Fixed	\$1.25	\$2.25
	v. Don't Answer Variable	\$1.25	\$2.25
	b. Call Hold	\$1.25	\$2.25
	c. Call Transfer	\$1.25	\$2.25
	d. Call Transfer/3-Way calling	\$1.25	\$2.25
	e. Call Waiting	\$2.99	\$3.25
	f. Do Not Disturb	\$1.25	\$2.25
	g. Speed Calling 8	\$2.00	\$2.25
	h. Speed Call 30	\$2.75	\$3.00
(T)	i. Teen Service 2 Telephone Numbers	\$5.70	\$9.00
(T)	j. Teen Service 3 Telephone Numbers	\$9.75	\$15.25
	k. Toll Restriction and Diversion	\$2.00	\$2.25
	l. Voice Data Protection	\$1.25	\$2.25
	m. Warm Line (Direct Connect)	\$1.25	\$2.25
	n. Package of any four (4) features *	\$4.99	\$5.99
	o. Additional features after four (4), each *	\$0.50	\$1.00
2. ACS Features			
	a. Block the Blocker	\$3.00	\$3.00
	b. Call Block	\$2.50	\$2.50
	c. Call Return <sup>1</sup>	\$3.00	\$3.00
	d. Call Screening	\$2.75	\$2.75
	e. Call Trace	\$1.00	\$1.00
	f. Call Waiting Caller ID	\$3.99	\$3.99
	g. Caller ID Name & Number Delivery	\$5.50	\$5.50
	h. Do Not Disturb - Telemarketing	\$2.99	\$2.99
	i. Find Me/Follow Me <sup>1</sup>	\$9.95	\$9.95
	j. Off Premises Extension	\$24.95	\$24.95
	k. Preferred Call Forwarding	\$2.75	\$2.75
	l. Priority Ringing	\$2.75	\$2.75
	m. Remote Call Forwarding	\$6.75	\$6.75
	n. Remote Feature Activation	\$1.25	\$2.25
	o. Repeat Dialing <sup>1</sup>	\$2.75	\$2.75
	p. Secure Access	\$5.99	\$5.99
	q. SimRing <sup>1</sup>	\$9.95	\$9.95
	r. Special Call Acceptance	\$2.75	\$2.75

\* Excluding Teen Service.

<sup>1</sup> Long distance toll calls established by using this service will be billed at applicable rates.

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(T) 3. CCS & ACS Installation Or Change Charges

Installation or change charges will be limited to one (1) \$12.00 charge on initial installation, or on subsequent additions or changes of features. There will be no charge for deleting features.

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#### 4.6 900 Service Access Restriction

##### A. General

1. 900 service access restriction is furnished to customers to prevent access to the 900 network. A call will be diverted to a Company-provided intercept announcement when customers dial a 900 number from a restricted line. The 900 service access restriction will be removed upon customer request.
2. 900 service access restriction prohibits dialing of calls to 1+ 900. Calls which are placed using alternate dialing patterns cannot be restricted. The customer indemnifies and saves the Company harmless from any and all claims, losses or damages caused by restriction of 900 service access.

##### B. Rates

	<u>Monthly Rate</u>	<u>Service Connection Charge</u>
A. Per Residence Line Equipped	N/A	N/A
B. Per Business Line Equipped	N/A	<sup>1</sup>

#### 4.7 Emergency 911 Telecommunications Service

- A. The Company provides connection to Emergency 911 Telecommunications Service at the following rates and charges. All other features for Emergency 911 Telecommunications Service are provided under contract.

##### B. Rates (per facility)

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. B911 Service		
Point of interconnection with another telephone company to PSAP trunk	\$19.00	\$138.00
2. D911 Service		
Point of interconnection with another telephone company to PSAP trunk	\$19.00	\$192.00
3. Enhanced 911 (E911) Service		
a. Point of interconnection with another telephone company on Routed System, end office to control office	\$25.00	\$229.00
b. Point of interconnection with another telephone company on Direct Trunked System	\$23.00	\$192.00

<sup>1</sup> Applicable service connection charges are found elsewhere in this tariff.

**C. 911 Database Services**

Minimum -  
Maximum

Minimum -  
Maximum

1. Class Mark Central Office,  
per 100 NXXs <sup>1</sup>

\$0.00 - \$5.00

\$0.00 - \$200.00

2. Database, per 100 NXXs <sup>2</sup>

\$0.00 - \$8.00

\$0.00 - \$100.00

**(C) 4.8 Discount Bundles <sup>3</sup>**

**A. Business and Residential**

1. Pro 60  
Access Line  
Caller ID  
60 Minutes Long Distance ♦  
25 Mbps Internet ♦  
Voice Mail ♦

6. MultiPro 60  
Access Line  
Caller ID  
60 Minutes Long Distance ♦  
50 Mbps Internet ♦  
Voice Mail ♦

2. Pro 100  
Access Line  
Caller ID  
100 Minutes Long Distance ♦  
25 Mbps Internet ♦  
Voice Mail ♦

7. MultiPro 100  
Access Line  
Caller ID  
100 Minutes Long Distance ♦  
50 Mbps Internet ♦  
Voice Mail ♦

3. Pro 300  
Access Line  
Caller ID  
300 Minutes Long Distance ♦  
25 Mbps Internet ♦  
Voice Mail ♦

8. MultiPro 300  
Access Line  
Caller ID  
300 Minutes Long Distance ♦  
50 Mbps Internet ♦  
Voice Mail ♦

4. Pro 900  
Access Line  
Caller ID  
900 Minutes Long Distance ♦  
25 Mbps Internet ♦  
Voice Mail ♦

9. MultiPro 900  
Access Line  
Caller ID  
900 Minutes Long Distance ♦  
50 Mbps Internet ♦  
Voice Mail ♦

- (T)** 5. Pro Unlimited <sup>4</sup>  
Residence Access Line  
Caller ID  
Unlimited Long Distance ♦  
25 Mbps Internet ♦  
Voice Mail ♦

10. MultiPro Unlimited <sup>4</sup>  
Residence Access Line  
Caller ID  
Unlimited Long Distance ♦  
50 Mbps Internet ♦  
Voice Mail ♦

<sup>1</sup> Only NXXs that are marked for routing, not default NXXs.

<sup>2</sup> Entire office (all working numbers).

**(N)** <sup>3</sup> Obsolete – available only to existing customers at existing locations.

♦ Denotes a non-regulated service.

**(T)** <sup>4</sup> Available only to residential customers.

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|--|---|
| (T) 11. <u>PowerPro 60</u><br>Access Line<br>Caller ID<br>60 Minutes Long Distance ♦<br>(T) 100 Mbps Internet ♦<br>Voice Mail ♦                              | 16. <u>MegaPro 60</u><br>Access Line<br>Caller ID<br>60 Minutes Long Distance ♦<br>250 Mbps Internet ♦<br>Voice Mail ♦                              |
| (T) 12. <u>PowerPro 100</u><br>Access Line<br>Caller ID<br>100 Minutes Long Distance ♦<br>(T) 100 Mbps Internet ♦<br>Voice Mail ♦                            | 17. <u>MegaPro 100</u><br>Access Line<br>Caller ID<br>100 Minutes Long Distance ♦<br>250 Mbps Internet ♦<br>Voice Mail ♦                            |
| (T) 13. <u>PowerPro 300</u><br>Access Line<br>Caller ID<br>300 Minutes Long Distance ♦<br>(T) 100 Mbps Internet ♦<br>Voice Mail ♦                            | 18. <u>MegaPro 300</u><br>Access Line<br>Caller ID<br>300 Minutes Long Distance ♦<br>250 Mbps Internet ♦<br>Voice Mail ♦                            |
| (T) 14. <u>PowerPro 900</u><br>Access Line<br>Caller ID<br>900 Minutes Long Distance ♦<br>(T) 100 Mbps Internet ♦<br>Voice Mail ♦                            | 19. <u>MegaPro 900</u><br>Access Line<br>Caller ID<br>900 Minutes Long Distance ♦<br>250 Mbps Internet ♦<br>Voice Mail ♦                            |
| (T) 15. <u>PowerPro Unlimited</u> <sup>1</sup><br>Residence Access Line<br>Caller ID<br>Unlimited Long Distance ♦<br>(T) 100 Mbps Internet ♦<br>Voice Mail ♦ | 20. <u>MegaPro Unlimited</u> <sup>1</sup><br>Residence Access Line<br>Caller ID<br>Unlimited Long Distance ♦<br>250 Mbps Internet ♦<br>Voice Mail ♦ |

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♦ Denotes a non-regulated service.

<sup>1</sup> Available only to residential customers.

**B. Rates**

		Monthly Rate	
		<u>Business</u>	<u>Residential</u>
(C) (1)	1. Pro 60	\$59.94	\$56.94
	2. Pro 100	\$61.89	\$58.89
	3. Pro 300	\$69.89	\$66.89
	4. Pro 900	\$79.89	\$76.89
	5. Pro Unlimited <sup>1</sup>	N/A	\$92.89
	6. MultiPro 60	\$69.94	\$66.94
	7. MultiPro 100	\$71.89	\$68.89
	8. MultiPro 300	\$79.89	\$76.89
	9. MultiPro 900	\$89.89	\$86.89
	10. MultiPro Unlimited <sup>1</sup>	N/A	\$102.89
	11. PowerPro 60	\$89.94	\$86.94
	12. PowerPro 100	\$91.89	\$88.89
	13. PowerPro 300	\$99.89	\$96.89
	14. PowerPro 900	\$109.89	\$106.89
	15. PowerPro Unlimited <sup>1</sup>	N/A	\$122.89
	16. MegaPro 60	\$99.94	\$96.94
	17. MegaPro 100	\$101.89	\$98.89
	18. MegaPro 300	\$109.89	\$106.89
	19. MegaPro 900	\$119.89	\$116.89
(C) (1)	20. MegaPro Unlimited <sup>1</sup>	N/A	\$132.89

<sup>1</sup> Available only to residential customers.

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## **Section 5 – Kansas Telecommunications Billing Practices**

### **5.1 Application of Standards**

The following standards are applicable to all telecommunications public utilities, telecommunications carriers and local exchange carriers as defined in K.S.A. 66-1,187 and to all entities designated as Eligible Telecommunications Carriers (ETCs) providing service through land lines, referred to herein as "provider," "telecommunications provider," "local service provider," or "long distance provider". When the customer has a written and executed contract with a provider in which the contract specifies the billing standards which are applicable to the customer, the billing standards within the contract will be utilized to resolve the customer's complaint.

### **5.2 Definitions**

Abandonment of Service	Premises vacated without advising the telecommunications provider.
Bundled Service	Basic dial tone and other features such as Caller ID, long distance service, internet service, etc. that are offered by the provider at one price. Bundles may also be referred to as a package of services.
Customer	Any person, firm, partnership, corporation, or other entity who uses the services of a telecommunications provider.
Customer(s) of Record	The person(s), firm, partnership, corporation, or other entity responsible for payment of charges for telecommunications services. The billing name(s) on an account. Customer of Record is synonymous with subscriber.
Deniable Charge	A charge that, if not paid, may result in the termination (denial) of the customer's local exchange service (dial tone). Local service charges are deniable charges.
High Long Distance PreBilling	The practice of billing a subscriber for long distance charges before the normal billing period ends because of significantly higher than normal or estimated long distance charges.
Itemized Service	Name of service is listed along with the rate for such service.
Listed Service	Name of service is placed on the bill excluding the rate for such service.
Local Service Charges	A local service provider's charge for service which allows a customer to complete calls within the local service area (dial tone), plus any local service provider charges for calling, line or directory service features (such as Caller ID, extra directory listings, touch tone service, etc.). Local service charges include packages or bundles of service, offered at one price, which includes local and other services (e.g., long distance, internet services, wireless services, etc.). Local services do not include long distance, directory advertising, inside wire maintenance, etc. when purchased by the subscriber on an <i>a la carte</i> basis.

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Udall, Kansas 67146

Negative Selection	Adding service to account without customer consent with the requirement that the customer must initiate request for removal of such service.
Non-deniable Charge	A charge that will not result in the termination of the subscriber's local exchange service (dial tone) for non-payment, even though the particular service for which the charge has been levied, e.g. paging, television, internet service, etc., could be terminated.
Qualified Third Party	A current subscriber of the same telecommunications provider with no suspensions or returned check charges within the last twelve (12) months.
Service Disconnection	The service provided by the telecommunications provider is terminated, the telephone number(s) will be available for other use, and a final bill is rendered.
Service Suspension	Service provided by the telecommunications provider is temporarily interrupted from placing or receiving calls.
Subscriber	Synonymous with the term "Customer of Record".
Telecommunications Service	The provision of a service for the transmission of telephone messages, or two-way video or data messages.
Telecommunications Public Utility	Any public utility, as defined in K.S.A. 66-104, and amendments thereto, which owns, controls, operates or manages any equipment, plant or generating machinery, or any part thereof, for the transmission of telephone messages, as defined in K.S.A. 66-104, and amendments thereto, or the provision of telecommunications service in or throughout any part of Kansas. Referred to herein as "provider", "telecommunications provider", "local service provider", or "long distance provider".
Waiver	Authorization by the Commission that a certain billing standard is not required to be followed by the Telecommunications provider.

### **5.3 Billing Standards**

#### **A. Billing Schedule and Contents**

1. Billing Frequency - the standard billing period is monthly from the billing date up to and including the day before next billing date. Long distance providers may deviate from this standard upon notice to subscribers, but must provide a monthly bill if a customer requests. The carrier cannot charge an increased rate or an additional fee to a customer who requests monthly billing since, under this provision, the carrier is obligated to provide monthly billing if requested.
2. Advance Billing - monthly and non-recurring charges may be billed in advance.
3. Content of Bill - each bill issued to a subscriber by a telecommunications provider shall indicate:

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- a. Billing Period and Due Date.
- b. Itemized Services, Service Changes and Charges. Upon an initiation or change of service each service and its corresponding recurring and non-recurring charge to which the customer of record subscribes shall be accompanied by a brief, clear, plain language description. Packaged or bundled service shall be itemized on the bill by package or bundle name. A detailed listing of each service provided in the package or bundle shall be provided to the subscriber either on the bill in the next billing cycle or by separate mailing. All service changes must be included in the subscriber's bill for the next billing cycle. Service changes may be accomplished through electronic means to the subscriber if the subscriber has authorized this form of communication.

Additionally, each long distance call shall be itemized and include the date, destination city and telephone number called. Details of calls included in block of time and unlimited calling plans are excluded from this itemization requirement; however, itemized call detail associated with block of time plans must be available to the subscriber upon request at no additional charge.

- c. Government Taxes, Fees and Surcharges. Any federal, state, local government and or regulatory taxes, fees and/or surcharges, shall be itemized on a subscriber's bill and shall be clearly identified. Current examples of such federal charges include: Subscriber Line Charge, Federal Universal Service Fund, Local Number Portability, and Federal Tax. Current examples of such state and local governmental charges include; city and county taxes, city franchise fee, Kansas Universal Service Fund and 911 taxes and fees. The Subscriber Line Charge cannot exceed the rate permitted by law. Only those taxes, fees and surcharges authorized by federal, state and/or local governments may be itemized in this section of the bill. Any other fees and surcharges must be clearly distinguished in another section of the bill.
- d. Total Current Charges. The total amount due (the sum of b. and c. above, along with any additional provider surcharges) for service in the current billing period.
- e. Unpaid Balance Due Charges. Amount from previous billing that remains unpaid at the time the new bill is prepared.
- f. Adjustments and Credits. The amount of any adjustments or credits.
- g. Total Due. The total amount due.
- h. Contact Information. An address and toll-free telephone number to which a subscriber or customer may inquire regarding services must be clearly placed on the bill. In addition, if the provider supplies billing for a third party long distance provider, the name of the local long distance service provider and the primary interexchange carrier must be placed on the bill.
- i. Notice of Late Payment Charge. If a provider assesses late payment charges, each bill must include the amount of the late payment charge.
- j. Returned Check Charge. The returned check charge shall not be greater than that allowed by K.S.A. 60-2610, and amendments thereto.

- k. Deniable and Non-Deniable Charges. Charges that are non-deniable shall be designated clearly and separately from the charges for local telephone services. See Paragraph 5.3.A.3.b. regarding the itemization of services. Providers must clearly and conspicuously identify that non-payment of non-deniable charges will not result in the disconnection of basic local service. The charge for a bundle or package of services that contains basic local service shall be considered a deniable charge. Special charges for services such as the sale of merchandise, inside wire maintenance plans, directory advertising, etc. can also be included on the customer's bill, however, failure to pay these non-deniable special service charges shall not be justifiable cause to suspend/disconnect local service.
4. Alternative Billing Format. If approved by the subscriber, a telecommunications provider may provide a bill through alternate means (e.g., electronic billing) and/or in an alternative format. A provider may offer discounts to those subscribers that choose to use an alternate means of billing, but may not assess an additional charge to those customers that elect paper billing. Upon request, a paper copy of the subscriber's bill must be provided, unless an electronic version is available to the customer.
5. Third-Party and Collect Call Billing. Third-party and collect calls must be billed to the third party or the subscriber accepting the collect call. Once a telecommunications provider has billed a third-party or a collect call, the originating phone number may not be charged, except in cases of fraud attributable to the subscriber at the originating number.
6. High Long Distance Pre-Billing.
- a. A telecommunications provider may utilize high long distance pre-billing only when:
- i. Subscriber has less than one (1) year of service; or
- ii. Long distance usage is at least double the previous three (3) month average levels or the subscriber's provided estimate and above the amount of deposit held.
- b. If the telecommunications provider's collection action includes blocking (suspending) subscriber's access to the long distance network until the debt is paid or arrangements are made, the suspension/disconnection notice provisions in Section 5.6.D. do not apply. The subscriber may be billed for long distance blocking if there is a charge for the service(s). Such blocking can not interfere with the subscriber's local service or access to emergency numbers.
7. Refunds for Service Outages (Repair). The telecommunications provider shall make an adjustment or refund, as required below, if a subscriber's service is interrupted unless such interruption is by negligence or willful act of the subscriber. The adjustment or refund shall be a pro rata portion of the monthly local service charges and any miscellaneous equipment charges for the period of time during which the service is interrupted. An adjustment or refund is not required for the portion of time when the provider stands ready to repair and restore service but the subscriber does not provide access necessary to accomplish the repair or restoration. The adjustment or refund may be accomplished by a credit on the next subsequent bill for service. An adjustment or refund shall be made:

- a. Automatically, if the service interruption lasts for more than 48 hours after being reported to the provider and the adjustment or refund exceeds \$1.00 in amount; and
  - b. Upon subscriber request (written or oral), if the service interruption lasts 24 to 48 hours after being reported to the provider and the adjustment or refund exceeds \$1.00 in amount.
8. **Carrier Selection.** Subscribers have the right to switch local or long distance providers without providing notice directly to the original provider. However, subscribers cannot hold service providers responsible for billing errors that result directly from a subscriber changing carriers without porting their number or otherwise notifying the previous carrier.
9. **Subscriber Rate Information.**
  - a. **Notification of Change.** Subscriber notice must be provided any time a rate or rates are increased by a telecommunications provider. Subscribers must be notified on or before the date on which an increased rate appears on the subscriber's bill. Notice must be provided through direct mail, bill notice or bill insert and must be conspicuously placed and highlighted. Notice may be provided through electronic mail (e-mail) or text message if customer has agreed to such method of notification. Newspaper notification is only allowed if a rate increase could affect the general public. A copy of the subscriber notice shall be retained for at least six (6) months for possible Commission review. In the event that notice to the subscriber is provided after the rate increase has become effective, a subscriber shall be given 30 days, from the date the subscriber receives a bill containing the new rate, to cancel the service and receive an adjustment for the charge.
  - b. **General Rate Information.** A telecommunications provider must provide its subscribers with rate information, including the name of the service provided, at the time of subscription. The rate information provided will include the applicable flat rate fees and surcharges and information regarding the rates for taxes, fees and surcharges that vary with revenue or usage. For fees that vary with revenue, the carrier will provide reasonable estimates of the amount based on the flat fees and surcharge quote provided to the customer. For fees based on usage, the carrier will provide an estimate based on a standard usage level and inform the customer of the level of usage associated with the estimate. The provider must also specifically identify any provider imposed fees and surcharges and the rate of those fees and surcharges.
10. **Negative Selection.** Subscribers must affirmatively request a change or addition to their service. A provider may not use negative selection.

#### **5.4 Standards for Payment, Collection, and Reconnection Charges**

- A. Payment Due Date.** All bills for a provider's service are due and payable upon receipt. A bill shall be deemed delinquent if payment is not received by the provider or its authorized agent on or before the date stated on the subscriber's bill. The delinquency date specified on the bill shall be no earlier than the tenth (10<sup>th</sup>) day after the day of mailing of the bill to the subscriber.

- B. Weekend, Holiday Payment Due Date.** If the last calendar day for remittance falls on a weekend, legal holiday or other day when the offices of the telecommunications public utility are not open to the general public, the final payment date shall be extended through the next business day.
- C. Partial Payment.** If a subscriber in danger of suspension/disconnection makes a partial payment for purposes of avoiding suspension of local service, the payment shall be credited first to local service charges starting with the oldest arrearage.
- D. Late Payment Charge.** A Commission-approved late payment fee on the unpaid balance, not previously assessed a late fee, may be added to the subscriber's bill. The provider may charge a disconnect notice fee in lieu of a late payment fee, however, the notice fee must be based upon the cost of providing such notice. A late payment fee does not apply to installment payments that are made on time.
- E. Payment Arrangements.** Telecommunications public utilities may negotiate payment arrangements with subscribers. Companies may impose 900 number call restriction and/or long distance restriction as part of the payment arrangement.
- F. Delayed Billing.** Upon subscriber request, companies must extend the payment period proportionately if a bill contains two (2) or more months charges; all of which have not previously been billed.

## **5.5 Security Deposit and Credit Limit Standards**

- A. Credit Information.** The telecommunications provider may require the subscriber to provide proof of identity and reasonable credit information before service is made available or at such time when there is a suspicion of fraud. Only information related to the subscriber shall be reviewed. Provision of a Social Security number shall not be mandatory for service.
- B. Deposits**
1. When a Carrier May Request a Deposit. A qualified telecommunications provider may require a deposit:
    - a. At the time a subscriber applies for service or with five (5) days written notice within thirty (30) days after service is initiated, to guarantee payment of bills for telecommunications service; if
      - i. The telecommunications provider establishes that the subscriber has an unsatisfactory payment or credit history, or has an insufficient prior credit history upon which a credit rating may be based; or
      - ii. The subscriber has obtained service in an unauthorized or illegal manner or interfered with the service of a telecommunications provider within the last five (5) years; or
    - b. When more than thirty (30) days have elapsed from the date service was initiated, upon five (5) days written notice, to guarantee payment of bills for telecommunications service; if

- i. The subscriber fails to pay an undisputed bill before the payment date for three (3) consecutive billing periods and the provider has offered an opportunity for the subscriber to select a preferred payment date prior to collecting a deposit; or
  - ii. The subscriber has, in an unauthorized (illegal) manner, obtained or interfered with the service of the telecommunications provider.
2. **Who Can Collect and Criteria.** Before a provider may begin collecting a deposit prior to initiation of service, a provider must demonstrate three (3) consecutive years of providing telecommunications service and positive earnings in each of the last three (3) years. A provider may post a \$25,000 surety bond with the Commission as an alternative to the service and positive earnings requirements.
3. **Amount of Deposit.** The amount of the cash deposit or written guarantee shall not exceed the sum of two (2) months projected average bills, based on the subscriber's previous twelve (12) months history, if available. For purposes of establishing deposits and projecting monthly bills for new subscribers, the telecommunications provider shall consider the subscriber's own anticipated usage, the subscriber's past usage patterns or usage patterns of other similar subscribers. The amount of the deposit may be adjusted if the character or usage of the subscriber's service changes.
4. **Payment of Deposit in Installments.** The telecommunications provider shall permit payment for any required residential deposit in equal installments over a period of at least two (2) months. If the initial or additional deposit is over fifty dollars (\$50), a residential subscriber shall be permitted to make payment in equal installments over a period of at least four (4) months. At the option of the subscriber, a deposit based on long distance usage may be paid in more than four (4) installments, but the long distance provider may, at the subscriber's expense, restrict access to the long distance network. The long distance restriction(s) shall not interfere with the subscriber's ability to make calls to 911 or, where 911 is not available, to law enforcement, ambulance and fire protection numbers. The requirements of this rule shall not apply to providers requiring deposits from debtors as allowed under the Federal Bankruptcy Code.
5. **Record of Deposits.** A telecommunications provider shall maintain a record of all deposits from subscribers, showing the name of each subscriber, the address of the premises for which the deposit is maintained, the date and amount of deposit, the date(s) and amount(s) of interest paid and the date the deposit was refunded.
6. **Receipt for Cash Deposits and Payments.** When a cash security deposit or installment payment is accepted, the receipt provided by the telecommunications provider or agent shall contain the following minimum information:
  - a. Name of subscriber;
  - b. Place payment/deposit paid;
  - c. Date of payment/deposit;
  - d. Amount of payment/deposit;
  - e. Telecommunications provider's name and address;



- f. Signature and title of the telecommunications provider's employee or agent receiving the payment/deposit;
  - g. Current annual interest rate earned on deposit as determined by the Commission in accordance with K.S.A. 12-822 and amendments thereto. Interest payments on deposits shall be credited to the subscriber's bill or refunded at least once a year; and,
  - h. Statement of the terms and conditions governing the use, retention and return of deposits, including a statement that deposits will be released upon non-delinquent payment by a subscriber for all telecommunications service for a period of twelve (12) consecutive months, and no undisputed bill was unpaid after thirty (30) days beyond due date, shall be either credited with interest to their telephone bills or, if requested, refunded.
7. Refunding Deposits. Upon disconnection of service and after determination of a final bill, the telecommunications provider will refund or credit the deposit less any unpaid balance no later than the next billing cycle. Whether refunded or credited, the deposit shall include accrued simple interest at a rate not less than in accordance with K.S.A. 12-822 and amendments thereto.
8. Transferring Deposits. The telecommunications provider may transfer deposits from one subscriber to another subscriber only upon the written request of both subscribers. Upon disconnection of the subscriber's service at a service address, the provider may transfer the deposit to the subscriber's new active account upon oral or written request by the subscriber.
9. Third Party Guarantee. In lieu of a security deposit, a telecommunications provider may accept a written guarantee by a qualified third party for a subscriber's service account. The amount of the written guarantee shall not be more than the deposit amount. If the subscriber's service is suspended with an arrearage owed to the provider, the forfeiture, up to the amount of the written guarantee, can be transferred to the guarantor's account and the guarantor can be disconnected for nonpayment under conditions set out in Section 5.6. The provider may require the guarantor to sign an agreement allowing it to transfer the amount of the required cash deposit to the guarantor's account. The provider shall not hold the guarantor liable for sums in excess of the written guarantee. The guarantor shall be under the same terms and conditions as a subscriber with a deposit.
10. Advance Payment. The telecommunications provider may require an advance payment in addition to a deposit. The advance payment shall be based on non-recurring connection charges for services and may include the first month recurring and subscriber's estimated usage sensitive charges. Advance payment may be collected prior to the installation of service and is applied as a credit to the bill reflecting the base charges following installation.

## **5.6 Suspension/Disconnection of Service Standards**

### **A. Suspension/Disconnection Standards**

- 1. The telecommunications provider may suspend/disconnect, initiate toll blocking or refuse service for any of the following reasons:
  - a. The subscriber requests it;

- b. The service has been abandoned by the subscriber;
  - c. The subscriber violates any rule of the provider, and such violation adversely affects the safety of the subscriber or other persons, or the integrity of the telecommunications system;
  - d. A dangerous condition exists on the subscriber's premises;
  - e. The subscriber obtains or attempts to obtain any telecommunications service through any fraudulent means with the intent to avoid payment, in whole or in part, of the normal charge for such service;
  - f. The provider can reasonably show that the subscriber misrepresented his or her identity for the purpose of obtaining telecommunications service;
  - g. The subscriber refuses to grant provider's personnel access, during normal working hours, to telecommunications equipment installed upon the premises of the subscriber for the purpose of inspection, maintenance or replacement;
  - h. Non-payment of subscriber's bill except as outlined in Section 5.6.A.2.;
  - i. The subscriber fails to provide requested credit information prior to establishment, or within the first thirty (30) days of service; or if the subscriber fails to provide a security deposit or written guarantee, as set forth in Section 5.5; or,
  - j. Acts of the subscriber or other customers at the service address are such as to indicate an act or intention to deceive, mislead, misrepresent, or defraud the provider, regardless of the class of service involved.
2. A telecommunications provider may not suspend or disconnect service for any of the following reasons:
- a. The failure of the subscriber to pay for concurrent residential service received at a separate residence or concurrent business location service received at a separate business; however, the telecommunications provider may transfer an unpaid residential balance(s) to the subscriber's remaining residential account(s) or an unpaid business balance(s) to the subscriber's remaining business account(s).
  - b. The failure of the subscriber to pay for a different class of service (business or residential) received at the same location, unless the usage of the remaining service substantially increases; however, the telecommunications provider may transfer the unpaid balance(s) to the subscriber's remaining account(s) at the same location.
  - c. The failure of a subscriber to pay a bill that is in dispute; provided that the subscriber has paid the undisputed portion of the bill.
  - d. The failure of a subscriber to pay an unpaid balance that is no longer collectible under state or federal law, except that:

- i. If the relevant statute of limitations has run, a telecommunications provider may suspend, disconnect or deny new service to any applicant due to an outstanding arrearage with that particular telecommunications provider for prior service if the telecommunications provider has pursued recovery of the debt through the court system.
  - ii. If the relevant statute of limitations has run, a telecommunications provider may, for a period of three (3) years after the expiration of the statute of limitations, suspend, disconnect or deny new service to any applicant due to an outstanding arrearage with that particular telecommunications provider for prior service if the telecommunications provider has made reasonable, verifiable, documented collection efforts during the running of the statute of limitations.
- e. The failure of a subscriber to pay for non-deniable charges.
  - f. A subscriber files for bankruptcy, except as permitted under the United States Bankruptcy Code, 11 U.S.C.A. §366.

**B. Restrictions to Suspending/Disconnecting Service**

Except for suspension/disconnection pursuant to Subsection 5.6.1.A.a.-g., i. and j., a local service provider shall not suspend/disconnect local service unless:

- 1. At the time of the proposed suspension/disconnection, the provider's office or personnel identified in the notices given pursuant to Section 5.6.D. remain available to the subscriber for one hour after the suspension/disconnection and on the day following suspension/disconnection so that the subscriber may prevent the suspension/disconnection or obtain reconnection, and
- 2. The procedures required by Section 5.6.E. are followed.

**C. Suspension/Disconnection in Special Circumstances**

- 1. Service may not be suspended/disconnected if a residential subscriber notifies the local service provider and establishes that:
  - a. Suspension/disconnection would be especially dangerous to the safety or health of the subscriber, resident member of the subscriber's family or other permanent resident of the premises where service is rendered, and
  - b. Such subscriber is unable to pay for such service in accordance with the requirements of the provider's billing or is able to pay for such service only in installments. The provider shall either allow payment in reasonable installments or postpone suspension/disconnection of service for at least twenty-one (21) days so that the subscriber may make arrangements for reasonable installment payments.
- 2. In determining whether suspension/disconnection would be especially dangerous to health, consideration shall be given to the subscriber's (or other resident's) medical condition, age or disability. The provider may require the subscriber to provide medical provider's written certification of medical condition.

3. The provider may restrict access to the long distance network during the period of postponement or installment payments under the conditions set out in Section 5.4 E.

**D. Notice of Suspension/Disconnection of Service**

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

**E. Restoration of Service**

1. Upon the subscriber's request, a telecommunications provider shall promptly restore service when:
  - a. the cause of suspension of service has been eliminated; or
  - b. satisfactory payment arrangements have been made.

2. At all times, every reasonable effort shall be made to restore service on the same day the cause of the suspension has been remedied, and in any event, restoration shall be ordered no later than the next business day after the day the subscriber requests restoration of service.

**F. Disputes**

1. Notice/Time Frame. A subscriber must advise the telecommunications provider, within ninety (90) days of the billing date and prior to the date of the proposed suspension/disconnection of service that all or any part of any bill is in dispute. A subscriber may advise a provider that a bill is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the appropriate provider's personnel.
2. Provider Responsibilities. Upon receiving notice of the dispute, the company shall:
  - a. Immediately record the date, time and place the complaint is made.
  - b. Postpone suspension/disconnection until a full investigation is completed and the dispute is found to be invalid.
  - c. Investigate the dispute promptly and completely.
  - d. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.
3. Non-resolved Dispute. In the event a dispute is not resolved to the satisfaction of the subscriber after full investigation, and the telecommunications provider intends to proceed with suspension/disconnection, the provider shall advise the subscriber of formal and informal procedures available before the Corporation Commission of the State of Kansas. The provider may then suspend/disconnect service once proper notice of suspension/disconnection has been provided to the subscriber.
4. Directory Notice. White Page Directory listings shall contain a conspicuous notice stating that subscribers who are unable to obtain a satisfactory resolution of a dispute with a telecommunications provider may contact the Corporation Commission of the State of Kansas at 1-800-662-0027 for information as to possible further remedies.

**5.7 Waiver of Requirements**

The requirements contained in these standards may be waived on an individual case basis by the Commission upon application by the telecommunications provider and a showing that a waiver is in the public interest. In making this determination, the Commission's considerations will include the interests of the applicant telecommunications provider, the interests of the affected consumer(s), and the interests of the public.