

MuniNet Fiber Agency

**Kentucky Tariff No. 1
Original Page No. 1**

Local Exchange Telephone Service

TITLE PAGE

OF

KENTUCKY LOCAL EXCHANGE SERVICES TARIFF

OF

MuniNet Fiber Agency

This Tariff, filed with the Kentucky Public Service Commission, contains the rates, terms, and conditions applicable to Local Exchange Telephone Services within the state of Kentucky offered by MuniNet Fiber Agency

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

CHECK SHEET

All pages of this Tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>REVISION LEVEL</u>	<u>PAGE</u>	<u>REVISION LEVEL</u>
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

 - B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th revised Page 4 cancels 3rd revised Page 4.

 - C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example,
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)

 - D. **Check Sheet** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

 - E.
-

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

TABLE OF CONTENTS

Title Page.....	1
Check Sheet.....	2
Tariff Format.....	3
Table of Contents.....	4
Application of Tariff.....	5
Section 1 – Technical Terms and Abbreviations.....	6
Section 2 – Rules and Regulations.....	12
Section 3 – Description of Service.....	28
Section 4 – Rates.....	30
Section 5 – Billing Contents.....	31
Section 6 – Special Service Arrangements.....	32

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to the provision of local exchange service by MuniNet Fiber Agency within the State of Kentucky and subject to the jurisdiction of the Kentucky Public Service Commission.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line – An arrangement which connects the customer’s location to a switching center or point of presence.

Alternate Access: Alternate Access is a form of Local Access except that the provider of the service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff rates if permitted by applicable governmental rules.

Authorized User – A person, firm, corporation, or any other entity that 1) is authorized by the Customer to be connected to and utilize the Company’s services under this Tariff or 2) either is authorized by the Customer to act as the Customer in matters of ordering, changing or canceling service or is placed in a position by the Customer, either through acts or omissions, to act as Customer in such matters. Such actions by an Authorized User shall be binding on Customer and shall subject Customer to any associated charges..

Building: A Building is a structure under one roof, or two or more structures where such structures adjoin, connect or are occupied as follows: - The structures directly adjoin each other, being separated only by a Building wall.- The structures are connected by a completely enclosed passageway designed for and used primarily as the regular route for foot travel between the structures and is also suitable for the installation and maintenance of interior telephone facilities. - The major portion of the structure is occupied by the same Customer.

Business Customer: A Business Customer is a Customer who subscribes to the Company's service(s) and whose primary use of the service is of a business, professional, institutional, or otherwise occupational nature.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Business Service: A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Carrier or Company – Whenever used in the Tariff, “Carrier” or “Company” refers to MuniNet Fiber Agency, unless otherwise specified or clearly indicated by the context.

Central Office: Central Office is a switching unit in a telephone system, providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one Central Office may be located in the same Building.

Central Office Building: Central Office Building is a Building containing one or more Central Offices. There may be more than one Central Office Building in an Exchange and one Central Office Building may serve more than one Exchange.

Channel: Channel refers to an electrical path furnished by the Company between two or more points suitable for the purpose furnished and derived in a manner elected by the Company. A single pair of wires may be used to provide more than one Channel. A Channel may be provided in whole or in part by cable, wire, or radio.

Circuit: As generally used herein, a Circuit is a Channel.

Commission – Kentucky Public Service Commission

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Communications Systems: Communications Systems are Dedicated Channels and other facilities; (e.g., private microwave, analog/digital carrier, or cable), furnished by a Customer or another common carrier for communication between premises. These communications systems are not subject to Part 68 of the Federal Communications Commission's rules and regulations.

Customer – The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's Tariff.

Customer Premises: Location(s) designated by a Customer where service is originated / terminated whether for its own communications needs or for the use of its Resellers. In the case of non-profit sharing groups, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Customer-Provided Equipment or CPE: CPE is terminal equipment connected to the telephone network which is owned by the Customer or leased by the Customer from a supplier.

Dark Fiber Service: Dark Fiber Service is service provided by the Company for the maintenance of optical fiber transmission capacity between customer locations in which the light for the fiber is provided by the Customer rather than the Company.

Dedicated Access: Where Customer's Premises has a non-switched connection to the POP selected by the Company for origination and or termination of calls. When the Dedicated Access is used for Switched Services, the Dedicated Access is referred to as a Dedicated Access line. When Dedicated Access is used to provide Data Services, the Dedicated Access is referred to as local loop.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Exchange Access Line – The serving central office line equipment and all Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer. Exchange Access Lines are subject to non-recurring charges, as specified in Section 4 of this Tariff.

ILEC – Incumbent Local Exchange Carrier

LEC – Local Exchange Company

Local Exchange Services – Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Move: A Move is the relocation of equipment and wiring associated with a Customer's Service.

Non-recurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service. NRC may also apply to a service enhancement or change.

POP: Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company-designated location where a facility is maintained for the purpose of providing access to the Company's Service.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Port: The physical or electrical interface through which access to the communications network is obtained.

Premise: A building or buildings on contiguous property.

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

Registered Equipment: Registered Equipment is equipment that complies with and has been approved within the registration provisions of Part 68 of the FCC's Rules and Regulations.

Residence or Residential: A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Service: Service consists of any Local Exchange Service provided by the Company pursuant to this Tariff.

Service Commitment Period: The Service Commitment Period is the period selected by the Customer, agreed to by the Company, and stated on the relevant Application for Service during which the Company will provide and Customer will accept and pay for the Service described therein.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, CONT.

Switched Access: The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

T-I Digital Service: T-1 Digital Service, also called T-1, is a digital link between two points. This link typically transmits at speeds of 1.544 megabits per second. In most cases, this service allows twenty-four access paths between any two points.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. The Company will offer these services over their own facilities.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four (24) hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this Tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of the provisions of this Tariff, or in violations of the law.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.2 Limitations, cont.

- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this Tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to any assignee or transferee.

2.3 Use

Services provided under this Tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.4 Liabilities of the Company, cont.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this Tariff, or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.4 Liabilities of the Company, cont.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.5 Deposits

The Company may require deposits to establish service for a Customer. All deposits will be handled in accordance with Commission Rules. Such required deposit shall not exceed the amount of an estimated bill for two (2) regular billing periods.

2.6 Advance Payments

The Company reserves the right to collect an advance payment from customers in an amount not to exceed two (2) month's estimated charges as an advance payment for service. The company does not pay interest on advanced payments.

2.7 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.8 Installation

Service is installed upon mutual agreement between the Customer and the Company.

2.9 Payment for Service

The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the Company and subject to the rules of regulatory agencies, such as the Kentucky Public Service Commission.

The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within thirty (30) days of the date of the invoice. (Billing inquiries may be made in writing, in person, or via telephone.) Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Kentucky Public Service Commission for final resolution.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.10 Payment Plans and Options for Contract Services

Payment Plans allow Customers to pay fixed or variable amounts for services provided over variable contractual payment plans. A specific monthly rate applies for the duration of each period. Specific terms for Payment Plans and Options can be found in Section 4 Rates.

2.11 Termination Liability Charge

A In the event that all or any part of a service is disconnected at a customer's request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge of 100% of the monthly recurring charge times the number of remaining months, unless otherwise stated in that service's section of this Tariff.

2.12 Late Payment Charge

The Company will assess a charge for late payment. A payment is considered late after the seven (7) day grace period. A late payment penalty may be assessed only once on any bill for rendered services.

2.13 Cancellation by Customer

Customer may cancel service by providing written or oral notice to the Company. Termination charges may apply for Payment Plans and Options and/or Contract Services.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.14 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in service provision shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.15 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given proper notification in accordance with 807 KAR 5:006 Section 14 to comply with any rule or remedy any deficiency:

- 2.15.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.15.2 For use of telephone service for any other property or purpose than that described in the application.
- 2.15.3 For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.15.4 For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission, provided ten (10) days written notice is given before termination.
- 2.15.5 For nonpayment of bills, including bills for any of the Company's other communications services, provided that suspension or termination of service shall not be made without seven (7) days written notice to the Customer, except in extreme cases.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.15 Refusal or Discontinuance by Company, cont.

2.15.6 Without notice in the event of Customer or Authorized User of equipment in such a manner as to adversely affect the Company's services to others. Within twenty-four (24) hours after such termination, the Company shall send written notification to the Customer of the reasons for termination or refusal of service upon which the Company relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

2.15.7 Without notice in the event of tampering with the equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the Company shall send written notification to the Customer of the reasons for termination or refusal of service upon which the Company relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

2.15.8 Without notice in the event of unauthorized use or fraudulent use of service. Whenever service is disconnected for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the Company shall send written notification to the Customer of the reasons for termination or refusal of service upon which the Company relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.15 Refusal or Discontinuance by Company, cont.

2.15.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.16 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

2.17 Interruption of Service

Credit allowances for interruption of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which credit allowance is desired by Customer.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.17 Interruption of Service, cont.

Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.19 Returned Check Charges

A fixed fee or five percent of the amount of the check, which ever is greater, may be charged for each check returned for insufficient funds.

2.20 Service Implementations

Absent promotional offering, service implementation charges per service order will apply to new service orders or to orders to change existing service after initial installation.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.21 Reserved for Future Use

2.22 Reconnection Charge

The Company will charge a reconnection fee as set forth in this Tariff.

2.23 Operator Service Rules

The Company will enforce the operator service rules, to the extent they apply, specified by the Commission and by the FCC.

2.24 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

2.25 Access to Long Distance Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its customer's no later than the date of submission of its first bill to customer. The Company should maintain signed Letters of Agency (LOA) or confirmations of choice on file for use in dispute resolution.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.26 Directory Listings

- 2.26.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the white page directory of the dominant local exchange carrier.
- 2.26.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- 2.26.3 The listings of subscribers, either without charge or at a rate specified within this Tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.
- 2.26.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgment, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or when the Customer cannot provide satisfactory evidence that he is authorized to do business as requested.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.26 Directory Listings, cont.

2.26.5 The Company reserves the right to limit the length of any listings to one line in the directory by use of abbreviation when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.

2.26.6 Generally, the listed address is the location of the subscriber's residence or business.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.27 Universal Emergency Telephone Number Service (911, E911)

- 2.27.1 This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.27.2 911 information consisting of the names, addresses and telephone numbers of all telephone Customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.27.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point (PSAP).
- 2.27.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes, as they incur, in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire and ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any similar matter that may affect the routing of 911 calls to the proper PSAP.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 2 – RULES AND REGULATIONS, CONT.

2.27 Universal Emergency Telephone Number Service (911, E911), cont.

2.27.5 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this Tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right to privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 3 – DESCRIPTION OF SERVICE

3.1 Local Service Areas

RESERVED FOR FUTURE USE

3.2 Product Descriptions

- 3.2.1 Residential Basic Local Exchange Service provides a primary, single voice grade line provided with the following features:
- Unlimited calls within the local exchange area and mandatory extended area service (EAS) area;
 - Dual-tone multi-frequency dialing; and
 - Access to the following:
 - Emergency 911 service;
 - All locally available interexchange carriers;
 - Directory assistance;
 - Operator services;
 - Relay services; and
 - A standard alphabetical directory listing at no charge.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 3 – DESCRIPTION OF SERVICE, Cont.

3.2 Product Descriptions, cont.

- 3.2.2 Business Basic Local Exchange Service provides a primary, single voice grade line provided with the following features:
- Unlimited calls within the local exchange area and mandatory extended area service (EAS) area;
 - Dual-tone multi-frequency dialing; and
 - Access to the following:
 - Emergency 911 service;
 - All locally available interexchange carriers;
 - Directory assistance;
 - Operator services;
 - Relay services; and
 - A standard alphabetical directory listing at no charge.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 4 – RATES

4.1 Non-recurring Charges

Line Installation \$ Reserved For Future Use

4.2 Monthly Recurring Charges

4.2.1 Basic Residential Line \$ Reserved for Future Use
4.2.2 Basic Business Line \$ Reserved for Future Use

4.3 Miscellaneous Services

The Customer may request changes in circuit engineering, equipment, service parameters, premise locations or other change requests. These changes are subject to the following:

4.3.1 Order Change Per Order Change: Reserved for Future Use
4.3.2 Reconnect Charge Per Account Reconnection:
Reserved for Future Use
4.3.3 Returned Check Charge Per returned and/or bad check:
Reserved for Future Use

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 5 – BILLING CONTENTS

5.1 Billing Contents

The Company's bills to Customer's contain the following information:

1. Name and address of company
 Address for Correspondence
 Address for Remittance
2. Customer Service/Billing Inquiry toll-free telephone number
3. Name and address of Customer
4. Bill Date
5. All Account Numbers
6. Invoice Number
7. Summary of Charges
8. Detail of Charges

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004



Local Exchange Telephone Service

SECTION 6 – SPECIAL SERVICE ARRANGEMENTS

6.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. The Company's rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

ISSUED: September 26, 2011

EFFECTIVE: October 1, 2011

ISSUED BY: Brent A. Shelton, Manager of Telecom & Information Systems
1500 Broadway Street
Paducah, KY, 42001
Tel 270-575-4004

