

SCHEDULE OF REGULATIONS AND RATES
APPLYING TO THE INTRASTATE SERVICES
AND FACILITIES OF
MILLER TELEPHONE COMPANY

EXPLANATION OF SYMBOLS

- (C) - Change in regulation or condition which affects a rate or charge
- (D) - Discontinued regulation, condition, rate or charge
- (I) - Rate Increased
- (N) - New regulation, condition, rate or charge
- (M) - Moved text, no other modifications
- (R) - Rate Reduced
- (T) - Change in text only -- no change in regulation, condition, rate or charge
- (X) - Correction of typographical or spelling error

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Debbie Choate, General Manager
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213 E. Main Street, PO Box 7
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	<u>TABLE OF CONTENTS</u>	<u>SHEET</u>
Section 1.	General	
1.1	Definitions	1
1.2	Exchange Area	1
1.3	Exchange Boundary Map	2 (N)
Section 2.	Rules and Regulations	
2.1	General	1
2.11	Purpose of the Company	1
2.12	Adoption of the Tariff by the Company	1
2.13	Inspection of Company's Tariff	1
2.14	Tariff Applicability	1
2.15	Special Construction, Services and Facilities	2
2.16	Construction Charges	2-4
2.17	Aerial or Buried Lines on Private Property	4-5
2.18	Installation of Telephone Lines Within Subdivisions	5-7
2.2	Telephone Service	7
2.21	Description of the Telephone Service	7
2.22	Application of Business and Residence Rates	7-8
2.23	Application for Telephone Service	8
2.24	Minimum Contract Periods	8-9
2.25	Payment for Services and Facilities	9
2.26	Termination of Service	9-10
2.27	Authorized Use of Company Service and Facilities by the Customer	10
2.28	Use of Profane Language or Impersonation of Another	10
2.29	Use for Unlawful Purposes	11
2.3	Billing Practices	11
2.31	General Policy	11

2.32	Handling of Checks	11
2.33	Contents of a Bill	12-13
2.34	Other Applicable Taxes	13
2.35	Change of Occupancy	13
2.36	Deposits and Guarantees of Payment for Residential Customers	13-14
2.37	Discontinuance of Service	14-15
2.4	Disputes by Residential Customers	16
2.5	Responsibilities and Obligations of Company	17
2.51	General	17
2.52	Interruption of Service	17
2.53	Transmitting Messages	17
2.54	Defacement of Premises	17
2.55	Maintenance and Repairs	17
2.56	Adjustment of Charges	18
2.6	Ownership, Maintenance, and Use of Facilities	18
2.61	General	18
2.62	Telephone Directories	18-19
2.63	Telephone Numbers	19
2.64	Use of Connecting Company Lines	19
2.7	Liability of Company	19
2.71	General	19-20
2.72	Customer Indemnification	20-21
2.73	Limits of Company Liability	21
2.8	Responsibilities and Obligations of Customers	21
2.81	General	21-22

	2.82 Abuse of Equipment	22
	2.9 Special Promotions	22
	2.10 Waiver of Requirements	23
Section 3.	Local Services	
	3.1 Local Exchange Telephone Service – Basic Service Rate	1
	3.2 Lifeline and Disabled Service	2
	3.3 Reserved for Future Use	3
	3.4 Reserved for Future Use	4
	3.5 School and Library Discounts	6
	3.6 Service Connection Charges	6
	3.61 General	6-7
	3.62 Regulations	7
	3.63 Application of Charges	7
	3.64 Maintenance of Service Charge	7
	3.7 Directory Listing Service	8
	3.71 General	8
	3.72 Regular Extra Listings	8-9
	3.73 Non Published Listing Service	9
	3.74 Rates	9
	3.8 Vacation Rate	10
	3.9 Off Premise Extensions	10
	3.10 Reserved for Future Use	10 (T) (D)
	3.11 Bundles or Packages of Services	14

Section 4.	Access, Long Distance and Network Calling Services		
4.1	Service Tariff Concurrences	1	
4.1.1	Access Services	1	
4.1.2	Private Line Service	2.6	(M) (D)
4.1.3	Distance Learning Service	2.22	(D)
4.2	Long Distance Toll Service	2	
4.21	Rate Applicability	2	
4.22	Long Distance Toll Service	2	
4.3	Custom Calling and CLASS Services	3	
4.31	General	3	
4.32	Feature Descriptions	3-6	
4.33	CCS and CLASS Service Rates	7	
4.34	Discounted Feature Packages	7-8	
4.4	900 Service Access Restriction	8.1	
4.41	General	8.1	
4.42	Rates and Charges	8.1	
4.5	Universal Emergency Number Service (911)	8.1	
4.51	General	8.1-9	
4.52	911 Conditions	9-12	
4.53	911 Rates	12	
4.54	911 Database Records Charges	12	

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	4.6	State One Call System Service (811)	12
	4.61	General	12-13
	4.62	SOCS Obligations	13-14
	4.63	Company Obligations	14
	4.64	Company Liability	14-15
(N)	4.7	Toll Operator Service	15
	4.71	Intrastate IntraLATA Operator Service for 0- Toll Calls	15
	4.72	Terms and Conditions	15-16
	4.73	Rates and Charges	16

1. GENERAL

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

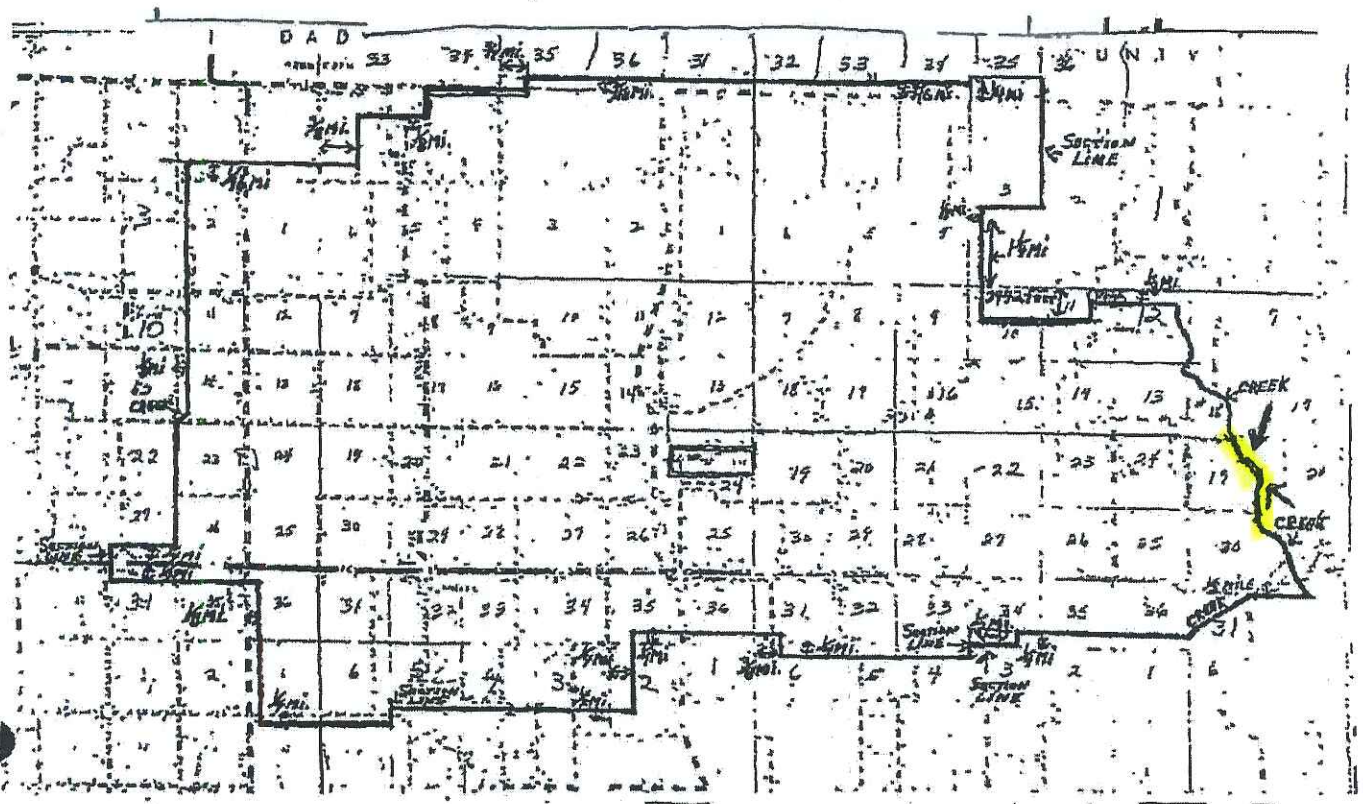
The Exchange area is defined by the exchange boundary map included in this tariff.

(R)

The Company provides service within the following Missouri exchange:

Miller

1.3 Exchange Area Boundary Map



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2. RULES AND REGULATIONS

2.1 General

These rules and regulations apply generally to all services and facilities furnished by Miller Telephone Company, hereinafter referred to as the "Company". There is intended to be no inconsistency between these rules and regulations and more specific rules which are included within the tariff. If there should appear to be any such inconsistency, the more specific rules shall be regarded as prevailing over these rules and regulations.

2.11 Purpose of the Company

The Company is authorized and obligated to provide service within the territories certificated to it by the Missouri Public Service Commission (P.S.C.). The Company furnishes telecommunication services as a public utility in accordance with its tariffs on file with the P.S.C. and is subject to regulation by the P.S.C.

2.12 Adoption of the Tariff by the Company

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

2.13 Inspection of Company's Tariff

- A. Copies of the Company's tariff 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.
- B. 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.

2.14 Tariff Applicability

- A. 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.
- B. 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.

2.15 Special Construction, Services and Facilities

- A. 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.
- B. When a special construction, other than as described in the tariff, is furnished to a customer, an additional charge is made equal to the difference between the estimated cost of the special type of construction and the estimated cost of standard construction. Charges will include materials, contract services, and loaded labor.
 - 1. The customer is required to bear unusual maintenance costs for the special construction.
 - 2. The Company will provide an estimate of actual charges to the customer prior to the start of construction.
 - 3. The customer will provide the Company, without charge, written permission for the placing of the Company's facilities on the property.
- C. 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 P.S.C. may terminate such contract whenever, in its opinion, public interest requires such termination.

2.16 Construction Charges

- A. 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:
 - 1. 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.
 - 2. 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.
 - 3. 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.

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4. The duct or ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use.
 5. 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 customer representatives will be made only at the customer's expense.
- B. 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.
- C. 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.
- D. Pole leads, buried cable 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, buried cable or circuits on public highway or private property, may be vested in some other company with whom the Company has a joint use agreement. Poles, cable and circuits on private property are provided in accordance with the regulations specified elsewhere in this tariff.
- E. Where necessary and applicable, provisions in Section 2.15 of this tariff will apply in addition to conditions listed in 2.16 A. above.
- F. Extensions of Distribution Plant
1. 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.
 2. 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:

a.	<u>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 not to exceed \$1,000.00

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b. Advance Payments

- i. Mileage for determining advance payments will be based on route mileage distance from the Company's nearest cable or wire facility.
- ii. Advance payments will be applied against the customer's monthly telephone service billing (for local service charges).
- iii. No portion of the advance payment will be refunded if telephone service is terminated prior to exhaustion of the advance payment amount.
- iv. 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.

G. 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 total cost of construction of the facilities beyond the existing boundary plus any stranded investment of the company releasing the area must be paid by the applicant for service.

- H. 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 payments as set forth herein.

2.17 Aerial or Buried Lines On Private Property

The customer shall furnish all right-of-way for lines provided on private property.

A. Rural Line Service

1. New line extensions required for furnishing rural line service will be constructed along public highways by the Company under the following conditions:
 - a. An allowance of $\frac{1}{4}$ mile route measurement per applicant will be made for such line extensions without the application of a construction charge.
 - b. For construction in excess of the allowance stated in paragraph 2.17.A.1.a., applicants for service are required to pay a construction charge based upon the estimated line construction costs involved.
2. Circuits on existing lines required for furnishing rural line service will be constructed along public highways by the Company under the following conditions:

- a. An allowance of ½ mile route measurement per applicant will be made for such line extensions without the application of a construction charge.
 - b. For construction in excess of the allowance stated in paragraph 2.17.A.2.a., applicants for service are required to pay a construction charge based upon the estimated line construction costs involved.
 - c. When attachments are made to poles of other companies, in lieu of providing new line construction, the customer shall bear any attachment rentals assessed against the Company for occupancy of the poles, if any, in excess of the circuit lengths permitted under paragraph 2.17.A.2.a. preceding.
3. All facilities installed pursuant to this section shall be the property of the Company.

2.18 Installation of Telephone Lines Within Subdivisions ¹

Telephone lines constructed, installed and owned by the Company in subdivisions shall be installed underground.

A. The following definitions are used in this section of the tariff:

1. Applicant: The developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency, or other legal entity recognized by law, applying for the construction of a telephone distribution system in a subdivision.
 2. Building: A single structure roofed and enclosed within exterior walls, built for permanent use, erected, framed of component structural parts and unified in its entirety both physically and in operation for single-family residential occupancy in a subdivision (definition excludes mobile homes.)
 3. Subdivision: A lot, tract, or parcel of land divided into two or more lots, plots, or other divisions for use for new residential buildings or the land on which is constructed new multiple-occupancy buildings per a recorded plot thereof if such recordation is required by law.
- B. The Company, upon receipt of applicant's proper application, will install an underground telephone system with suitable materials to assure that the applicant will receive reasonably safe and adequate telephone service. The provision of the underground telephone system will be provided at no charge except where a charge is permitted under paragraphs 2.18.D and 2.18.F of the tariff section. Temporary service is provided under the provisions of paragraph 2.18.E of this section.

¹ This section is filed pursuant to and as required by the P.S.C. General Order #55, ordered in Case 17519, effective January 23, 1973.

C. Rights-of-Way and Easements

1. Within the applicant's subdivision, the Company will construct, own, operate, and maintain underground telephone lines only along public streets, roads, and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained without cost or need for condemnation by the Company.
2. Rights-of-way and easements within the subdivision, satisfactory to the Company, must be furnished by the applicant in reasonable time to meet construction and service requirements before the Company shall be required to commence its installation. Such rights-of-way and easements must be cleared of trees, tree stumps, and other obstructions and graded to within six (6) inches of final grades, by applicant, at no charge to the Company. Such clearance and grading must be maintained by the applicant during construction by the Company.

D. Advance Payments

1. Where, due to the manner in which a subdivision is developed, the Company is required to construct an underground telephone distribution system through a section or sections of the subdivision where service will not be connected for at least two (2) years, then the Company may require an advance payment equal to the estimated cost of construction from the applicant before construction is commenced. If, in the judgment of the Company, an advance is required under the above described conditions, the Company has the right to refuse installation of the underground system until the required advance is paid to the Company.
2. If an advance is required under these rules, then the advance, without interest, shall be returned to the applicant on a pro-rata basis as the permanent service connection is made to each building or multiple-occupancy building.
3. Any portion of an advance remaining un-refunded ten (10) years from the date the Company is first ready to render service within the subdivision will be retained by the Company and credited to the appropriate construction account.

E. Temporary Service and Facilities

1. Temporary service and facilities may be installed to provide service when necessary, for a maximum period of one (1) year.
2. Where it is necessary to place temporary service and facilities in advance of the permanent underground telephone system in order to provide telephone service, the Company may require the applicant to pay the estimated non-recoverable costs of the temporary service and facilities. If the required costs under the above described conditions apply, the Company has the right to refuse installation of the temporary service and facilities until the required costs are paid to the Company.

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F. Special Conditions

1. In circumstances where the application of these rules appears impracticable or unjust to applicant or the Company, or discriminatory to other customers (e.g. – difficult rock conditions), the Company or applicant shall refer the matter to the Missouri P.S.C. for special ruling or for the approval of special conditions which may be mutually agreed upon prior to commencing construction.

2.2 Telephone Service2.21 Description of the Telephone Service

- A. 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.
- B. Charges for Company services offered under this tariff are covered in other sections of this tariff. Long distance telephone charges are billed to the customer by the Company in accordance with the connecting company tariffs.

2.22 Application of Business and Residence Rates

- A. Business rates apply at the following locations:
 1. In offices, stores, factories, and all other places of a strictly business nature.
 2. In boarding houses, except as noted in Section 2.22 b.2. 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 Section 2.22 b.4.
 3. At residence locations where the customer has no regular business telephone and when Directory Advertising or other forms of business advertising are used in association with such locations or numbers.
 4. At residence locations, when an extension is located in a shop, office, or other place of business.
 5. In any location where the listing of service at that location indicates a business, trade or profession, except as specified below.
 6. 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).

B. Residence rates apply only at the following locations:

1. In a location used exclusively as a private residence except as provided in 2.22.A.
2. 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.

2.23 Application for Telephone Service

- A. Applications for service may be made either on the Company's standard form of application or verbally. 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 rules and regulations, the tariffs for the particular exchange in which service is furnished.
- B. 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.
- C. The Company is not obligated to establish service for any individual or firm that owes for service previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. The Company shall not be required to commence providing service to a customer, or if commenced, the Company may disconnect such service if at the time of application, such customer or any member of customer's household (who have both received benefit from the previous service) is indebted to the Company for the same class of service previously provided at such premises or any other premises until payment of, or satisfactory payment arrangements for such indebtedness shall have been made.

2.24 Minimum Contract Periods

- A. Except as hereinafter provided or specifically stated in this tariff, the minimum contract period for all services shall be one 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. After the minimum service period, customers may terminate service at any time upon five (5) days written notice to the company, whereupon all bills for service rendered shall immediately become due and payable.

- B. The length of the contract period for directory listings, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day the succeeding directory is first distributed to the customers.
- C. 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 month at the same location, subject to approval by the P.S.C.

2.25 Payment for Services and Facilities

- A. The customer shall pay for services and facilities monthly in advance. Failure to receive a bill does not relieve the customer of the responsibility for payment in accordance with the provisions set forth herein. All customers shall have twenty-one (21) days from the date the bill is rendered to make payment.
- B. The regular restoration of service charge will be made for reconnecting services which have been discontinued for non-payment of charges due. No allowance will be made for loss of service during the period service is disconnected for non-payment if payment is made and service reconnected before the completion of an order to terminate the service. Subsequent to the completion of an order to terminate service, at the option of the Company, service may be re-established only on the basis of a new application.
- C. Bills for local exchange and long distance toll service will be rendered on a cyclical basis. The normal billing period is one (1) month. Billing cycles may be altered if the affected customers are sent an insert or other written notice explaining the alteration not less than thirty (30) days prior to the effective date of the alteration. This notification is not required where a customer requests a number change, or when the customer disconnects and reconnects service or transfers service from one premise to another.

2.26 Termination of Service

- A. 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.
 - 1. Where service for which the minimum contract period is one month, the charges due include payments for the balance of the initial month.
 - 2. In the case of directory listings where the listing has appeared in the directory, the charges will be adjusted based on when during the directory period service is terminated.
 - 3. Contracts for periods of longer than one 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

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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.

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

2.27 Authorized Use of Company Service and Facilities by the Customer

- A. 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.
- B. 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.

2.28 Use of Profane Language or Impersonation of Another

- A. 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.
- B. The Company will attempt to identify nuisance calls only after proper arrangements have been made with the Company.

2.29 Use for Unlawful Purposes

- A. 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.
- B. 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.

2.3 Billing Practices

2.31 General Policy

- A. The customer is required to pay all charges, as set forth in this tariff, for telecommunications services (including collect toll messages which have been accepted at the customer's telephone). In addition to those charges, the Company will add applicable Federal excise, franchise, sales taxes, or other authorized surcharges to each monthly bill as a separate charge.
- B. Recurring charges will be billed monthly in advance except that certain Federal government service, provided under contract, and long distance toll charges are billed in arrears for all customers. Special billing may be made by the Company to any customer where the total amount due the Company becomes unusually high without valid reason, or when the customer cancels service. Any special billing not paid on demand, shall be considered delinquent.
- C. All bills for Company service are due and payable upon receipt. A bill shall be deemed delinquent if payment thereof is not received by the Company or its authorized agent twenty-one (21) days from the date the bill is rendered to the customer.
- D. If the last calendar day for remittance falls on a Saturday, Sunday, legal holiday or other day when the offices of the Company are not open to the general public, the final payment date shall be extended through the next business day.

2.32 Handling of Checks

- A. Checks on banks will be accepted for payment of bills or other amounts due the Company.
- B. If a customer issues an insufficient fund check as payment for telephone service, it will be considered to be non-payment. The Company may, at its discretion, assess the customer a service charge to the extent allowed by law for processing the insufficient fund check or turn the check over to the appropriate law enforcement agency for prosecution. If a customer causes the insufficient fund check to be made valid or pays in cash but refuses to pay the service charge, the customer shall be considered to be in arrears and telephone service will be disconnected ten (10) days after notice, by mail or telephone, has been given.
- C. The maintenance of service charge will be applied when it becomes necessary to visit a customer premises to collect for a non-sufficient fund check.
- D. If any customer renders three (3) non-sufficient fund checks during a twelve (12) month period, the Company shall notify the customer that subsequent payments must be made in cash, cashier's check or money orders. After the Company receives the second non-sufficient fund check within a twelve (12) month period, the business office will notify the customer of the Company's policy regarding non-sufficient fund checks.

2.33 Contents of a Bill

A. Each telephone bill issued to a customer shall contain the following information:

1. The period of local service billed for ("billing period"), the approximate date of mailing ("mailing date") and the final date by which a payment can be received before the bill is deemed delinquent.
2. Monthly local service charges, including access line and extra directory listing charges. Such charges shall be itemized following an initiation or change of service, and itemized upon customer request.
3. Total toll charges, with information for each toll call as to its date, time, length, rate code at which billed, place called and telephone number called. Additionally, if the call is a collect, credit card or third number call, the telephone number and city called from shall be shown. Included on the bill shall be an explanation of the rate codes.
4. Service charges for non-recurring items such as directory assistance or service connection charges, itemized for each charge separately included in filed tariffs.
5. The amount due for excise taxes.
6. The amount due for sales taxes.
7. The amount due for franchise taxes or surcharges where applicable.
8. The total amount (sum of 2 through 7 above) due for service in the current billing period.
9. The amount of additional charges due for past due accounts, collection charges, reconnection charges, installation payments or other charges authorized in the Company's tariffs.
10. The amount of any adjustments or credits.
11. The total amount due.
12. The address and telephone number of the Company and the identification of the person or office where a customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise complain.

- B. The Company may include on the bill charges for special service which are not authorized by tariff or otherwise specifically regulated by the P.S.C., such as the sale of merchandise or directory advertising. Charges for special service shall be designated clearly and separately from charges for telephone service.

- C. If a customer makes partial payment for the total bill, the payment shall be credited first to the additional charges (A.9. above), then to current charges (A.8. above) and then to special charges (B. above) for purposes of discontinuance of service.

2.34 Other Applicable Taxes

- A. In addition to provisions in subsection 2.33 above, any other forms of tax imposed upon the Company by any taxing authority shall be charged on a proportionate basis to all customers receiving service within the jurisdiction of such taxing authority. Such taxes, including franchise, occupation, license and similar tax, shall be, in all cases, charged in addition to the regular telephone service charges.
- B. All such taxes so imposed on the Company shall be billed periodically to each customer statement within the city limits, county or other legal taxing areas.
- C. The pro-rata tax applicable to each customer will appear on the regular customer statement identified as such.

2.35 Change of Occupancy

- A. When a change of occupancy or legal responsibility takes place on any premise served by the Company, notice shall be given within a reasonable time prior to such change. The outgoing customer is responsible for all service charges, including long distance toll until such notice has been properly transmitted and received by the Company. No service under this section shall be provided for the incoming customer until all prior indebtedness has been resolved to the satisfaction of the Company.
- B. In the event a home or business changes ownership during the period and a special contract or unpaid construction charges remain, the old owner must arrange to satisfy the old agreement with the Company or make arrangements satisfactory to the Company for a new owner to assume the obligation for the balance of the application.
- C. The Company is not responsible for errors, delay or expense resulting from procedures other than those defined in this tariff.

2.36 Deposits and Guarantees of Payment for Residential Customers

- A. The Company may require a deposit or guarantee prior to providing new service or as a condition of continued service. The Company may require a deposit or guarantee as a condition of continued service if:
 - 1. The customer has delinquent charges in two (2) out of the last twelve (12) billing periods, or
 - 2. The customer has had service disconnected for nonpayment of a delinquent charge or failed to post a required deposit or guarantee.

- B. In lieu of a deposit, the Company may accept a written guarantee. The guarantee shall not exceed the amount of a cash deposit that the Company could request under this subsection.
- C. No deposit, guarantee, additional deposit nor additional guarantee shall be required by the Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability, or geographical area of residence of any applicant.
- D. The amount of the deposit required shall not exceed the estimated charges for two (2) months service based on the average bill during the preceding twelve (12) months, or, in the case of new applicants for service, the average monthly bill for new subscribers within a customer class.
- E. Deposits shall bear interest at a rate which is equal to one percent (1%) above the prime lending rate as published in the *Wall Street Journal*. This rate shall be adjusted annually on December 1st using the prime lending rate, as published in the *Wall Street Journal* on the last business day of September of each year, plus one percent (1%). The interest shall be credited annually upon the account of the customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer.
- F. Upon discontinuance or termination of service, the deposit will be credited, with accrued interest, to the charges stated on the final bill, and any balance will be returned to the customer within twenty-one (21) days of the rendition of the final bill.
- G. Upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods, guarantors will be released or deposits with accrued interest will be refunded or credited against charges on subsequent bills. Payment of charges will be considered satisfactory if received prior to the date on which the charge becomes delinquent provided the charge is not in dispute. The Company may withhold the refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit.
- H. The Company will maintain records of all pertinent information with regard to each deposit held.
- I. The Company will provide within ten (10) days of a customer request, a receipt that contains information pertinent to that deposit.
- J. The fact that a deposit has been made shall in no way relieve the applicant or customer from complying with the Company's regulations as to payment of bills.

2.37 Discontinuance of Service

- A. The Company may discontinue or refuse service for any of the following reasons:
 - 1. Nonpayment of an undisputed delinquent charge for basic telecommunications service.

2. Failure to post a required deposit or guarantee.
 3. Unauthorized use of the Company's service in a manner which creates an unsafe condition or creates the possibility of damage or destruction to its facilities.
 4. Failure to comply with the terms of a settlement agreement.
 5. Refusal after reasonable notice to permit inspection, maintenance or replacement of Company equipment.
 6. Material misrepresentation of identity in obtaining service from the Company.
 7. As provided by state or federal law.
- B. A written notice shall be sent by first class mail ten (10) days prior to the date of the proposed discontinuance of service.
- C. Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Basic local telecommunications service will not be discontinued on a day when the offices of the Company are not open to facilitate reconnection of basic local telecommunications service or on a day immediately preceding such day.
- D. The Company will make reasonable efforts to contact the customer via telephone at least twenty-four (24) hours preceding a discontinuance of basic local telecommunications service. The Company will advise the customer of the proposed discontinuance and what action must be taken to avoid it.
- E. Discontinuance of service will be postponed for at least twenty-one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency shall, if requested, provide the Company with verifiable written evidence of such necessity.
- F. Basic local telecommunications service may not be discontinued for customer nonpayment of a delinquent charge for other than basic local telecommunications service. The Company may place global long distance toll blocking and eliminate any optional, non-basic calling features and functions for customer nonpayment of delinquent charges for other than basic local telecommunications service.
- G. Payment by personal check may be refused if the customer, within the last twelve (12) months, has tendered payment to the Company in this manner and the check has been dishonored, except when the dishonor is due to bank error.

2.4 Disputes by Residential Customers

- A. A customer shall advise the Company that all or part of a charge is in dispute by written notice, in person or by a telephone message directed to the Company during regular business hours. A dispute must be registered with the Company prior to the delinquent date of a charge for the customer to avoid discontinuance of service as provided by this tariff.
- B. When a customer advises the Company that all or part of a charge is in dispute, the Company shall record the date, time and place the inquiry is made; investigate the matter promptly and thoroughly; and attempt to resolve the dispute in a manner satisfactory to both parties.
- C. Failure of a customer to cooperate with the Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the customer's right to continuance of service under this tariff.
- D. If a customer disputes a charge, the customer shall pay an amount to the Company equal to that part of the total bill not in dispute. The parties shall consider the customer's prior usage, the nature of the dispute and any other pertinent factors in determining the amount not in dispute. The Company shall not discontinue service for nonpayment of charges in dispute while the dispute is pending.
- E. If the parties are unable to determine the amount not in dispute, the customer shall pay to the Company, at the Company's option, an amount not to exceed fifty (50) percent of the charge in dispute or an amount based on usage during a like period under similar conditions which shall represent the amount not in dispute. The Company shall not discontinue service to a customer for nonpayment of charges in dispute while that dispute is pending.
- F. Failure of a customer to pay to the Company the amount not in dispute within four (4) working days from the date the dispute is registered or by the delinquent date of the disputed bill, whichever is later, shall constitute a waiver of the customer's right to continuance of service and the Company may then proceed to discontinue service as provided in this tariff.
- G. If the dispute is ultimately resolved in favor of the customer in whole or in part, the Company must promptly repay any excess monies paid by the customer.
- H. If the dispute cannot be resolved to the satisfaction of the customer, the Company shall notify the customer of its right to make an informal complaint to the P.S.C., and of the address and telephone number where the customer may file an informal complaint with the P.S.C.
- I. After resolution of the customer complaint, the Company may treat a second complaint based on the same facts as already determined.

2.5 Responsibilities and Obligations of Company

2.51 General

- A. 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.
- B. 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 P.S.C.
- C. 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.
- D. 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.

2.52 Interruption of Service

An allowance will be made upon notice and demand to the Company for interruption of service not due to subscriber negligence if the interruption continues for more than forty-eight (48) hours from the time it is reported to or detected by the Company. The allowance will be the prorated portion of the monthly rate for the service made inoperative.

2.53 Transmitting Messages

The Company does not undertake to transmit message, but rather offers the use of its facilities, where available for communication between parties subject to the conditions specified in this tariff.

2.54 Defacement of Premises

The Company will make a reasonable effort to leave the customer's property in the same condition as it was found prior to any Company work. The Company will repair or replace any defacement of damage of property due to installation, existence, or removal of Company property when the damage is the result of negligence of the Company.

2.55 Maintenance and Repairs

The Company shall bear the expense of all repairs and maintenance of its facilities, except where damage or destruction of its facilities is due to acts or omissions of the customer or other parties. Only the Company or its agents are authorized to rearrange, remove, or disconnect any Company facilities.

2.56 Adjustment of Charges

In case of over billing, a refund will be made by the Company for the amount of excess charges or for an estimate of the over billing amount. The maximum refund will not exceed a two (2) year period for the actual or estimated over billing. In case of under billing, the Company reserves the right to back bill for the deficiency charges up to a period of two (2) years.

2.6 Ownership, Maintenance, and Use of Facilities

2.61 General

- A. 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.
- B. 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.
- C. 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.
- D. A Network Interface Device (NID) may be provided so the customer can conveniently test customer-owned facilities before calling the Company for maintenance.

2.62 Telephone Directories

- A. Telephone directories, containing an alphabetical listing of all customers and classified advertisements, are issued annually without charge by the Company as it deems necessary for the efficient use of telecommunications service, with a minimum of one directory per access line. Other directories will be furnished at the discretion of the company. The Company may make a charge for additional directories.
- B. The Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced, or mutilated while in possession of the customer.
- C. The customer assumes all legal responsibility in regard to the authenticity of the name listed on the application form and ultimately in the directory.

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Debbie Choate, General Manager
Miller Telephone Company
213 E. Main Street, PO Box 7
Miller, Missouri 65707

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- D. The Company, except as provided herein, shall not be liable for damage claimed on account of errors in or omissions from its directories nor for the result of the publications of such errors in the directory nor will the Company be a party to controversies arising between customers or others as a result of listings published in its directories. Claims for damages due to errors or omissions in directory listings will be limited to pro rata reduction of the charge for the affected service. The maximum reduction is not to exceed the full amount of the directory charges for the period from the date of issuance of the directory in which the mistake occurred to the date of issuance of a new directory containing the proper listing.
- E. In the cases of extra listings in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues.
- F. The Company endeavors to correctly list customers, their telephone numbers, and other information in the directory. No liability for damages arising from errors in or omissions of directory listings or listings obtained from directory assistance shall attach to the Company.

2.63 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.

2.64 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.

2.7 Liability of Company

2.71 General

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur in excess of forty-eight (48) hours after notification has been made.

- B. 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.
- C. 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.
- D. 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.

2.72 Customer Indemnification

The customer indemnifies and saves the Company harmless against the following:

- A. Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
- B. Any defacement or damage to the customer's premises resulting from the existence of Company's facilities. For example, demarcation (NID) point and drop on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company or its employees.
- C. Any accident, injury or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
- D. Claims for libel, slander or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

- E. Liability for failure to provide service.
- F. Liability for telephone directories except as outlined elsewhere in this tariff.
- G. Due to the interdependence among telecommunications providers and the interrelationship with non-telephone company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:
 - 1. the customer, or
 - 2. other telecommunications companies as defined by Missouri statute, or
 - 3. customer premises equipment.In addition, the Company does not ensure compatibility between Company and non-company services used by the customer.
- H. The Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental and indirect damages include, but are not limited to, lost projects, lost revenues or loss or business opportunity, whether or not the Company was aware or should have been aware of the possibility of these damages.

2.73 Limits of Company Liability

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.

2.8 Responsibilities and Obligations of Customers

2.81 General

- A. 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.
- B. 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.

- C. 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 evidence 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.
- D. 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.
- E. 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.
- F. Any damage or harm caused by customer actions or failure to act on the customer side of the point of interconnection (NID) shall in no way be a liability of the Company.

2.82 Abuse of Equipment

All ordinary expenses of maintenance and repair of Company facilities, unless otherwise specified in this tariff, are borne by the Company. The customer agrees to take good care of the equipment and facilities connected therewith. In case of damage to or destruction of any of the Company's equipment or facilities not due to ordinary wear and tear, the customer is held responsible for the cost of replacing the equipment destroyed or for the cost of restoring the equipment to its original condition, except where such damage is not occasioned by the negligence of the customer.

2.9 Special Promotions

The Company may, upon P.S.C. approval, offer customers specific rate incentives during specified promotional periods. The Company will provide written notice to the P.S.C. at least ten (10) days prior to the commencement of a promotional program, specifying the terms of the promotion, the specific service period offered, the location, and the beginning and ending dates of the promotional period.

MILLER TELEPHONE COMPANY

Missouri PSC Tariff No. 5
General Exchange Tariff
Section 2
1st Revised Sheet 23
Replaces Original Sheet 23

GENERAL AND LOCAL EXCHANGE TARIFF

2.10 Waiver of Requirements

The following statutory and rule provisions do not apply to the Company as they have been waived pursuant to §392.420 RSMo.:

A. Statutes

392.210.2 Accounting requirements (system of accounts)
392.240.1 Reasonableness of rates
392.270 Accounting requirements (valuation of property)
392.280 Accounting requirements (depreciation/accounts)
392.290 Issuance of Stocks, Bonds and Other Indebtedness
392.300 Transfer of Property
392.310 Approval of Issuance of Stocks, Bonds and Other Indebtedness
392.320 Certificate of Approval for Dividends
392.330 Accounting for Disposition of Proceeds
392.340 Reorganization

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(D)

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Debbie Choate, General Manager
Miller Telephone Company
213 E. Main Street, PO Box 7
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Filed
Missouri Public
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JI-2013-0211

GENERAL AND LOCAL EXCHANGE TARIFF

B. Rules

- 4 CSR 240-3.520 Applications to sell or transfer assets
- 4 CSR 240-3.525 Applications to merge or consolidate
- 4 CSR 240-3.530 Applications to issue stocks, obtain loans
- 4 CSR 240-3.535 Applications to acquire stock
- 4 CSR 240-3.545(8)(C) Listing of Waivers in Tariff
- 4 CSR 240-3.550 Telco Records and Reports (except (5)(B), (D) and (E))
- 4 CSR 240-3.555 Residential Customer Inquiries
- 4 CSR 240-3.560 Procedure for Ceasing Operations
- 4 CSR 240-10.020 Depreciation Records
- 4 CSR 240-30.020 Residential Telephone Underground Systems
- 4 CSR 240-30.040 Uniform System of Accounts
- 4 CSR 240-32.010 General Provisions
- 4 CSR 240-32.040 Metering, Inspections and Tests
- 4 CSR 240-32.050 Customer Services
- 4 CSR 240-32.060 Engineering and Maintenance
- 4 CSR 240-32.070 Quality of Service
- 4 CSR 240-32.080 Service objectives and surveillance levels
- 4 CSR 240-32.090 Connection of equipment and Inside Wiring
- 4 CSR 240-32.100 Provision of Basic Local and Interexchange Services
- 4 CSR 240-32.130-170 Prepaid Calling Cards (except 32.140 and 32.150(1))
- 4 CSR 240-32.180-190 Caller ID blocking requirements
- 4 CSR 240-33.010 Service and Billing Practice General Provisions
- 4 CSR 240-33.040 Billing and Payment standards
- 4 CSR 240-33.045 Clear identification and placement of charges on bills
- 4 CSR 240-33.050 Deposits
- 4 CSR 240-33.060 Residential Customer Inquiries
- 4 CSR 240-33.070 Discontinuance of service
- 4 CSR 240-33.080 Disputes by Residential Customers
- 4 CSR 240-33.090 Settlement agreements with residential customers
- 4 CSR 240-33.130 Operator service requirements
- 4 CSR 240-33.140 Payphone requirements (except (2))
- 4 CSR 240-33.150 "Anti-slamming" requirements
- 4 CSR 240-33.160 Customer Proprietary Network Information

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3. LOCAL SERVICES

3.1 Local Exchange Telephone Service - Basic Service Rates

These rates apply to all subscribers of the Company. This rate covers the provision of network access to a local customer location, and entitles the customer to local calls (without toll charge) to all local stations connected to a central office of the exchange, or to all local extended local service area where compromised of more than one exchange.

The following rates apply to all customers for basic local exchange service.

	<u>Monthly Rate</u>	
Business Access Line	\$25.00	(I)
Residence Access Line	\$20.00	(I)
		(D)

3.2 Lifeline Service

Lifeline Service is a government benefit program established by the Federal Communications Commission (FCC) and Missouri Public Service Commission (Commission) and is available to qualifying low-income subscribers for certain residential telecommunications services. The terms and conditions of Lifeline service, including monthly discount amounts, are set forth in rules established by the FCC and Commission and available at the Company's office.

In addition, the terms and conditions of Lifeline service are available on the Company's website as follows: <http://www.millertel.net/>.

Disabled Service

Disabled Service is a government benefit program established by the Missouri Public Service Commission (Commission) as part of the Missouri Universal Service Fund (MoUSF). It is a residential retail service that offers a qualifying disabled customer reduced charges for certain telecommunications services. The terms and conditions of disabled service, including monthly discount amounts, are set forth in rules established by the Commission and available at the Company's office.

In addition, the terms and conditions of Disabled Service are available on the Company's website as follows: <http://www.millertel.net/>.

(T)

(T)

3.3 Reserved for Future Use

(T)

(D)

(D)

3.4 Reserved for Future Use

(T)

(D)

(D)

HOLD FOR FUTURE USE

(N)

(D)

(D)

3.5 School and Library Discounts

- A. Discounts on the Company's intrastate services offered through this tariff will be available to eligible schools and libraries. A school or library will be eligible to participate in the discount program if it receives funds from the Federal Universal Service Fund.
- B. The level of discount available will mirror the discount percentage level available to the school or library through the Federal Universal Service Fund program. The discount will be applied against the intrastate service rate otherwise applicable under this tariff. The discount only applies to the extent funds are available to the eligible school or library through the Federal Universal Service Fund program.

3.6 Service Connection Charges

3.61 General

- A. Service charges to connect, or add telephone services are made separately according to the components of work required.
 - 1. Service Order Charge

For work associated with receiving, recording and processing information necessary to execute a customer's request for installation of service, moves and/or changes and rearrangements.
 - 2. Central Office Line Connection Charge

For work associated with the installation or changing of central office connections and/or outside plant facility required to provide or change exchange access service requested by service order.
- B. The Company's demarcation point is the point of connection provided and maintained by the Company at which the station wiring becomes dedicated to an individual customer's use. For an individual customer dwelling, this demarcation point will generally be the modular jack incorporated into the customer's side of the network interface device (NID). The drop wire and network protector will continue to be provided and maintained by, and remain the property of, the Company. The demarcation point is typically the point at which the Company wiring connects with the customer's wiring.
- C. 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 service. Service order charges may be provided for in other sections of the tariff.

When service which has been disrupted by fire, accident or natural catastrophe is re-established, non-recurring charges will not apply.

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

3.62 Regulations

- A. Conditions under which no service charges apply:

1. Public Telephone Service.
2. Complete termination of service.
3. The "From" portion of work involved in a transfer of service and equipment from one to another premises.
4. Company initiated upgrade in classes of service.
5. Cancellation of service orders.
6. Changes in bill mailing address, or special billing arrangements.

- B. One (1) service order charge and one (1) central office line connection charge apply per customer request to suspend and restore service. The charge is applied to the restore portion of the order.

3.63 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 walls.

- | A. Business and Residence | <u>Non-Recurring Charge</u> |
|---------------------------|-----------------------------|
|---------------------------|-----------------------------|

- | | | |
|----|----------------------|--------|
| 1. | Service Order Charge | \$2.50 |
|----|----------------------|--------|

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

- | | | |
|----|---------------------------------------|--------|
| 2. | Central Office Line Connection Charge | \$4.50 |
|----|---------------------------------------|--------|

Per line or central office.

3.64 Maintenance of Service Charge

The customer shall be responsible for the payment of all charges for visits by the Company to premises of the customer where the service difficulty or trouble reported results from use of customer provided equipment or wiring.

Per premises visit.	\$10.00
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3.7 Directory Listing Service¹3.71 General

- A. The regulations for directory listings, as provided in this section, apply only to the information records and the alphabetical directory or that section of the directory containing the regular alphabetical list of names of subscribers.
- B. The alphabetical list of names of subscribers is designed solely for the purpose of informing calling parties of the telephone numbers of subscribers and those entitled to use the subscribers service. Special arrangements of names is not contemplated, nor any form of listing which does not facilitate directory service or is otherwise objectionable or unnecessary for purposes of identification.
- C. Names in directory listings shall be limited to the following:
 - 1. The individual name of the subscriber, or
 - 2. The individual name of a member of the subscriber's family.
 - 3. The name under which a business is actually being conducted by someone other than the subscriber and which the subscriber is authorized by such other to use, or
 - 4. The individual names of the officers, partners, or employees of subscriber, or
 - 5. The names of departments when such listings are deemed necessary from a public reference viewpoint.
- D. Whenever any question arises as to the right of a subscriber (1) to list the name of a business which they claim is authorized to represent; or (2) to use a listing which includes the trade name of another; the Company is allowed to require the subscriber 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.
- E. One (1) listing without charge, termed the primary listing, is provided for each separate subscriber service. When two or more lines are consecutively operated, the first number of the group is considered the primary listing.

3.72 Regular Extra Listings

- A. Business extra listings may be the names of partners or members of the firm, if the subscriber is a partnership or firm; the names of officers of the corporation, if the subscribers a corporation; and for any business establishment, the names of associates or employees

¹ Directory services are competitive services pursuant to §392.361.8, RSMo. 2008.

of the subscriber. No other class of listing, such as service, agency, commodity, etc., will be accepted.

- B. Residence extra listings may be the names of members of the subscriber's immediate family.
- C. 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 to the use of the directory and provided satisfactory service can be furnished, a listing may be permitted under the address of P.B.X. station, or extension station, installed on premises of the subscriber, but at an address different from that of the switchboard, or main station, using the telephone number of the primary listing.
- D. Extra listing charges 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, or at the date of issue of the directory, as the subscriber may desire. Charges for listings of alternate call number and office hours become effective as of the date of the issue of directory.

3.73 Non-Published Listing Service

- A. Customers who desire their telephone numbers to be omitted from the Company's directory may subscribe to non-published listing service.
- B. 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.
- C. The undertaking of the Company in providing non-published listing service shall be to omit from the Company's directory the telephone number of a customer subscribing to such service.¹

3.74 Rates

	<u>Monthly Rate</u>
A. Extra Listing	\$0.50
B. Non-published listing service	\$1.00

¹ When a call is placed from a telephone number associated with non-published exchange 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.

3.8 Vacation Rate

Vacation rate service allows the customer to temporarily reduce their telecommunication charges while away from the premises for an extended period. The applicable vacation rate discount is 50% of the established rate for all services, but for not less than one (1) month.

3.9 Off Premise Extensions

Off premise extensions may be furnished under the following conditions:

- A. At the business or residence location of the same customer.
- B. On the premises of another customer if restricted to answering incoming calls only; provided the other customer has their own primary service at the same location.
- C. Monthly mileage charges for off premise extensions apply in addition to all other rates and charges applicable to the customer's service.
- D. Mileage Charges

	<u>Monthly Rate</u>
1. First ¼ mile or fraction thereof	\$0.75
2. Each additional 1/8 mile, or fraction thereof	\$0.35

3.10 Hold for Future Use

(T)
(D)

(D)

3.10 Hold for Future Use

(T)
(D)

(D)

3.10 Hold for Future Use

(T)
(D)

(D)

3.10 Hold for Future Use

(T)
(D)

(D)

3.11 Bundles or Packages of Services

All bundles include a regulated access line and certain regulated calling features and/or certain non regulated services. They are available to any new or existing residential customer. Customers who cancel their bundle or any part of the bundle, shall forfeit eligibility for rates under these bundles. All customers must pre-subscribe their Intralata and Interlata long distance service to Miller Telephone Company or a Miller Telephone Company affiliate.

1.	Telecommunications Bundle 1	Rates	
	Includes Residential Access Line and Unlimited Call Plan (direct-dialed, domestic calls only).	\$40.95	(I)
2.	Telecommunications Bundle 2		
	Includes Residential Access Line, Unlimited Call Plan (direct-dialed, domestic calls only) and Caller ID Feature Package.	\$50.95	(I)
3.	Telecommunications Bundle 3		
	Includes Residential Access Line and Unlimited Call Plan (direct-dialed, domestic calls only) when purchased in conjunction with any Broadband Internet Service provided by Miller Telephone Company.	\$37.95	(I)
4.	Telecommunications Bundle 4		
	Includes Residential Access Line, Unlimited Call Plan (direct-dialed, domestic calls only) and Caller ID Feature Package when purchased in conjunction with any Broadband Internet Service provided by Miller Telephone Company.	\$45.95	(I)

Miller Telephone Company

General Exchange Tariff
Section 4
2nd Revised Sheet No. 1
Replaces 1st Revised Sheet No. 1

4.1 SERVICE TARIFF CONCURRENCES

4.1.1 Access Services

Access services are those services which are described in the Access Services Tariff of Mark Twain Rural Telephone Company. These services are offered by the Company to intrastate interexchange customers (ICs) in accordance with the rules and regulations specified in the Access Services Tariff of Mark Twain Rural Telephone Company and approved by the Missouri Public Service Commission, and in any amendments thereto and authorized by the Missouri Public Service Commission or applicable law. The Company does not concur in the rates for access services of Mark Twain Rural Telephone Company. Rates for these services are set out in the following pages of this concurrence. (T)

Provision of Services

The Company, to the extent that such services are or can be made available with reasonable effort and after provisions have been made for the Company's telephone exchange services, will provide to an intrastate IC, upon reasonable notice, services of the type offered in Mark Twain Rural Telephone Company's Access Services Tariff pursuant to the terms and conditions specified therein and at the rates specified in the following pages of this concurrence. (T)

The Company's concurrence in Mark Twain Rural Telephone Company's Access Services Tariff shall not be construed or deemed a representation that all services and service components described therein are available from the Company. (T)

Cancellation Rights

The Company reserves the right to cancel and make void the above concurrence statement, subject to requirements as may be ordered by the Missouri Public Service Commission, at any and such time as it appears that such cancellation is in the best interest of the Company and/or its customers.

ACCESS SERVICES TARIFF CONCURRENCE

4.1.1 Rates and Charges4.1.1.1 Miller Telephone Company4.1.1.1.1 Carrier Common Line Access Service

	<u>Rate</u>	<u>Tariff Section Reference</u>
(A) Intrastate Carrier Common Line Access, Per Minute		
- Originating	\$0.045624	3.6
- Terminating	\$0.000000	3.6

(B) Reserved for Future Use

4.1.1.1.2 Switched Access Service

(A) <u>Local Transport – Installation</u>		6.2(A)(1)
<u>Per Entrance Facility</u>		
- Voice Grade Two Wire	**	
- Voice Grade Four Wire	**	
- High Capacity DS1	**	
- High Capacity DS3	**	

(B) Local Transport – Premium Access

1. <u>Entrance Facility</u> <u>Per Termination</u>		6.2(A)(1)
- Voice Grade Two-Wire	**	
- Voice Grade Four-Wire	**	
- High Capacity DS1	**	
- High Capacity DS3	**	
2. <u>Direct Trunked</u> <u>Transport</u>		6.2(A)(2)
a. Direct Trunked Facility Per Mile		
- Voice Grade Two-Wire	**	
- Voice Grade Four-Wire	**	
- High Capacity DS1	**	
- High Capacity DS3	**	
b. Direct Trunked Termination Per Termination		
- Voice Grade Two-Wire	**	
- Voice Grade Four-Wire	**	
- High Capacity DS1	**	
- High Capacity DS3	**	

** The Company concurs with the rates of JSI's Tariff FCC No. 1 for this element, which can be viewed at (T)
<https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=37> (T)

ACCESS TARIFF CONCURRENCE

4.1.1 Rates and Charges (Cont'd)

4.1.1.1 Miller Telephone Company (Cont'd)

4.1.1.1.2 Switched Access Service (Cont'd)

(B) Local Transport – Premium Access (Cont'd)		Tariff Section Reference
	Rate	
3. <u>Multiplexing</u> <u>Per Arrangement</u>		6.2(A)(4)
- DS-1 to Voice	**	
- DS-3 to DS-1	**	
4. <u>Tandem Switched Transport</u>		
a. <u>Tandem Switched Facility</u>		6.2(A)(3)(b)
- Per Originating Access Minute Per Mile	\$0.000402	
- Per Terminating Access Minute Per Mile	**	
b. <u>Tandem Switched Termination</u>		6.2(A)(3)(c)
- Per Originating Access Minute Per Termination	\$0.012263	
- Per Terminating Access Minute Per Termination	**	
c. <u>Tandem Switching</u>		6.2(A)(3)(a)
- Per Originating Access Minute Per Tandem	\$0.005272	
- Per Terminating Access Minute Per Tandem	**	
(C) <u>End Office</u> <u>Premium Access</u>		
1. <u>Local Switching</u>		6.2(B)(1)
- Originating	\$0.026700	
- Terminating	**	
2. <u>Reserved for Future Use</u>		
3. <u>Information Surcharge</u> (Per 100 Access Minutes)		6.2(B)(3)
- Originating	\$0.0397	
- Terminating	**	

** The Company concurs with the rates of JSI's Tariff FCC No. 1 for this element, which can be viewed at
<https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=37>

(T)
(T)

ACCESS TARIFF CONCURRENCE

4.1.1 Rates and Charges (Cont'd)

4.1.1.1 Miller Telephone Company (Cont'd)

4.1.1.1.2 Switched Access Service (Cont'd)

Rate per Access Minute	Tariff Section Reference
------------------------------	--------------------------------

(D) Toll VoIP-PSTN Traffic

1. Local Switching

- | | | |
|--------------------------------------|----|-----------------|
| a. Originating,
Per Access Minute | ** | 2.3.11(E)(1)(a) |
| b. Terminating,
Per Access Minute | ** | 2.3.11(E)(1)(a) |

2. Information Surcharge

- | | | |
|--------------------------------------|----|-----------------|
| a. Originating,
Per Access Minute | ** | 2.3.11(E)(1)(b) |
|--------------------------------------|----|-----------------|

3. Tandem Switched Transport

- | | | |
|--|----|--------------|
| a. <u>Tandem Switched Facility</u>
Per Originating Access
Minute, Per Mile | ** | 2.3.11(E)(2) |
| Per Terminating Access
Minute, Per Mile | ** | 2.3.11(E)(2) |
| b. <u>Tandem Switched Termination</u>
Per Originating
Access Minute | ** | 2.3.11(E)(2) |
| Per Terminating
Access Minute | ** | 2.3.11(E)(2) |

** The Company concurs with the rates of JSI's Tariff FCC No. 1 for this element, which can be viewed at
<https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=37>

(T)
(T)

ACCESS TARIFF CONCURRENCE

4.1.1. Rates and Charges (Cont'd)

4.1.1.1.2 Switched Access Service (Cont'd)

(F)	8YY (Toll Free) Originating Access Service	<u>Rate</u>	(N)
	1. Carrier Common Line (CCL)	**	
	2. End Office Switching	**	
	3. Joint Tandem Switched Transport	**	
	4. Toll Free Database Access	**	(N)

** The Company concurs with the rates, terms and conditions of JSI's Tariff FCC No. 1 for this element, (T)
which can be viewed at <https://apps.fcc.gov/etfs/public/lecTariffs.action?idLec=37> (T)

ACCESS SERVICES TARIFF CONCURRENCE

4.1.1 Rates and Charges (Cont'd)4.1.1.1 Miller Telephone Company (Cont'd)

4.1.1.3 <u>Special Access Service</u>	<u>Monthly Rates</u>	<u>Nonrecurring Charges</u>	<u>Tariff Section Reference</u>
(A) Channel Termination, per termination*			
(1) Voice Grade Channel			
Two-wire	\$23.40	\$82.40	7.1.1(A)
Four-wire	\$37.45	\$82.40	7.1.1(A)
(2) Metallic Channel			
Two-wire	\$15.99	\$80.02	7.1.1(A)
(B) Channel Mileage (applies to both Voice Grade and Metallic Channels)			
(1) Channel Mileage Facility – Per Mile	\$1.70	None	7.1.1(B)(1)
(2) Channel Mileage Termination - Per Termination	\$31.54	None	7.1.1(B)(2)
(C) Special Access Surcharge			
Per Voice Grade Equivalent	\$25.00	None	7.4.4
(D) High Capacity Channel			
1,544 Mbps			
(1) Channel Termination per termination*	\$225.00	\$685.00	7.1.1(A)
(2) Channel Mileage Facility – Per Mile	\$60.00	NA	7.1.1(B)(1)
(3) Channel Mileage Termination per Termination	\$40.00	NA	7.1.1(B)(2)

*The Channel Termination rate includes non-chargeable Channel Interfaces as set forth in 7.1.4.

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Debbie Choate, General Manager
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ACCESS SERVICES TARIFF CONCURRENCE

4.1.1. Rates and Charges (Cont'd)4.1.1.1 Miller Telephone Company (Cont'd)4.1.1.3 Special Access Service (Cont'd)Monthly
RatesNonrecurring
ChargesTariff
Section
Reference(E) Optional Features & Functions

(1) Central Office Voice Bridging Capability Two-wire or Four-wire per port	\$4.03	None	7.2.3(A)
(2) Conditioning, C-Type per termination	\$6.01	None	7.2.3(B)
(3) Improved Return Loss for Effective Two-wire or Four-wire Transmission, per termination	\$1.78	None	7.2.3(C)
(4) Data Capability, per termination	\$1.34	None	7.2.3(D)
(5) Signaling Capability, per termination	\$13.87	None	7.2.3(E)
(6) Selective Signaling Arrangement, per arrangement	\$14.83	None	7.2.3(F)

*The Channel Termination rate includes non-chargeable Channel Interfaces as set forth in 7.1.4.

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ACCESS SERVICES TARIFF CONCURRENCE

4.1.1 Rates and Charges (Cont'd)4.1.1.1 Miller Telephone Company (Cont'd)4.1.1.4 Billing and Collection Services

	<u>Rates</u>	<u>Tariff Section Reference</u>
(A) Recording, per Customer Message	\$0.0483	8.1.1(A)
(B) Provision of Message Detail, per Message	ICB	8.1.1(B)
(C) Magnetic Tape, per Tape	\$17.48	8.1.1(B) and 8.2.1(E)
(D) Rating Service, per Message	\$0.0134	8.2.1(A)
(E) Bill Processing Svc., per Message	\$0.0459	8.2.1(B)
(F) Special Billing Service, per Bill	\$0.82	8.2.1(C)
(G) Data Transmission, per Message	\$0.0084	8.2.1(D)
(H) Provision of Sample Message Data, per Record Processed	\$0.0163	8.2.1(E)
(I) Program Development Basic per Hour	\$57.74	8.2.1(F)
Premium per Hour	\$80.07	8.2.1(F)
(J) Message Billed Service, in which one or more mes- sages or message service related rate elements are billed, per bill rendered to a customer end user account per Month	\$0.72	8.2.1(G)

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Miller, MO 65707

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ACCESS SERVICES TARIFF CONCURRENCE

4.1.1 Rates and Charges (Cont'd)4.1.1.1 Miller Telephone Company (Cont'd)

4.1.1.1.5 <u>Miscellaneous Services</u>		<u>Basic Time, Scheduled Working Hours</u>	<u>Overtime, Outside Scheduled Working Hours</u>	<u>Tariff Section Reference</u>
(A)	Additional Engineering Periods			
	Per technician, ½ hour or fraction thereof,	\$17.32	\$20.55	9.1
(B)	Additional Labor			
	Per technician, ½ hour or fraction thereof,	\$14.15	\$19.05	9.2
(C)	Maintenance of Service			
	Per technician, ½ hour or fraction thereof,	\$14.15	\$19.05	9.3
(D)	Programming Services			
	Per programmer, ½ hour or fraction thereof,	\$28.87	\$40.04	9.3
(E)	Presubscription			
	Per line per request	\$5.00	NA	9.3.3
(F)	Operator Transfer Service			
	Per call transferred	\$0.30	NA	9.3.4

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Box 7, 213 East Main Street
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Miller Telephone Company

Section 4
1st Revised Sheet No. 2.6
Replaces Original Sheet No. 2.6

PRIVATE LINE TARIFF CONCURRENCE

4.1.2. Private Line Concurrence

The Company concurs in the rules and regulations governing intrastate intra-LATA interexchange Private Line Service as set forth in Mark Twain Rural Telephone Company's tariff on file with and approved by the Public Service Commission of the State of Missouri, and in any amendments thereto as authorized by the Missouri Public Service Commission or applicable law. The Company does not concur in the rates for private line service of Mark Twain Rural Telephone Company. Rates for these services are set out in the following pages of this concurrence. (T)

Private Line Cancellation Rights

The Company reserves the right to cancel and make void the above concurrence statement, in whole or in part, subject to requirements as may be ordered by the Missouri Public Service Commission, at any and such time as it appears that such cancellation is in the best interest of the Company and/or its customers. (T)

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Stephanie Hill, General Manager
Miller Telephone Company
Box 7, 213 East Main Street
Miller, MO 65707

Effective: July 12, 2015

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Miller Telephone Company

PRIVATE LINE TARIFF CONCURRENCE
INDEX

	<u>Sheets</u>
General	2.8
Rates	2.8
Series 100	2.8
Series 200	2.10
Series 300 and Series 400	2.13
Special Bridging Service	2.17
Signaling	2.19
Miscellaneous Charges	2.21

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.1 GENERAL

4.1.2.1.1 This Section of this Tariff sets forth the rates and charges for services described in Section 2.

- A. Cross reference to Section numbers are listed down the right column of each rate page.
- B. Rate application is as set forth in Section 2 of this Tariff.

4.1.2.2 RATES

4.1.2.2.1 Special Signaling Service-Series 100

A. Rates-IntraLATA Interexchange

		<u>Monthly Rate</u>	<u>Service Charge</u>	<u>Tariff Reference</u>
1.	Local Channel, each per first termination on a premises			
	Type 102 (1L3QY) (1LMCY) . . .	\$17.65	\$240.00	2.2.1
2.	Interoffice Channel, each V-H mile, or fraction thereof			
	Type 102 (1L3QS) (1LMCS) . . .	\$0.50	None	2.2.1
3.	Interoffice Channel Terminal, per terminal (Two required per Interoffice channel)			
	Type 102 (OXNTS) (OXNSS). . .	\$11.10	None	2.2.1

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.2 RATES (Cont'd)

4.1.2.1 Special Signal Service Series-100 (Cont'd)

A. Rates-IntraLATA Interexchange (Cont'd)

		<u>Monthly Rate</u>		<u>Tariff Ref.</u>
		<u>0 to 250 miles each mile</u>	<u>Each additional mile over 250</u>	
4.	Interexchange Channel, Per V-H mile or Fraction thereof			
	Type 102 (1L3Q4) (1LMC4)	\$3.65	\$1.00	2.2.1
		<u>Monthly Rate</u>	<u>Service Charge</u>	
5.	Interexchange Channel Terminal, each (two Required per inter- Exchange channel)			
	Type 102 (0XN3S) (0XN2S)	\$33.65	None	2.2.1
6.	Each additional point of Termination of a local Channel, different building, Same premises per 1/10 Mile (1)(3)			
	Type 102 First 1/10 mile (1L3QK) (1LMCK)	\$4.00	75.00(2)	2.2.1
	Additional 1/10 mile	\$0.55		
7.	Each additional point of Termination of a local Channel in the same Building (1)(3)			
	Type 102 (1L3QA) (1LMCA)	\$2.45	75.00(2)	2.2.1

(1) Obsolete to existing services installations at existing locations for existing customers.

(2) Charge applies per point of termination inside moved.

(3) The monthly rate shown does not include maintenance and/or repair.

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.2 RATES (Cont'd)

4.1.2.2.2 Sub-Voice Grade Service-Series 200

A. Rates-IntraLATA Interexchange

		<u>HALF DUPLEX</u>	<u>DUPLEX</u>		
		<u>Monthly Rate</u>	<u>Monthly Rate</u>	<u>Service Charge</u>	<u>Tariff Ref.</u>
1.	Local Channel, each, per first termination on a premises				
	Type 250	\$23.65	\$41.20	\$300.00	2.2.2
	(1LYDY, 1L6BY, 1L3AY, 1LMFY)		(1LYKY, 1L6DY, 1L3CY, 1LMDY)		
	Type 251	\$43.85	\$59.90	\$300.00	2.2.2
	(1LYDY, 1L6BY, 1L3AY, 1LMFY)		(1LYKY, 1L6DY, 1L3CY, 1LMDY)		
2.	Interoffice Channel, each V-H mile, or fraction thereof, per channel				
	Type 250	\$3.80	\$6.75	None	2.2.2
	(1LYDS, 1L3AS, 1L6BS, 1LMFS)		(1LYKS, 1L3CS, 1L6DS, 1LMDS)		
	Type 251	\$3.80	\$6.75	None	2.2.2
	(1LYDS, 1L3AS, 1L6BS, 1LMFS)		(1LYKS, 1LECS, 1L6DS, 1LMDS)		
3.	Interoffice Channel Terminal, per terminal (two required for each Interoffice channel)				
	Type 250(01N5S)	\$7.00	\$7.00 (01N6S)	None	2.2.2
	Type 251(01N5S)	\$3.45	\$3.45 (01N6S)	None	2.2.2

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.2 RATES (Cont'd)

4.1.2.2.2 Sub-Voice Grade Service-Series 200 (Cont'd)

A. Rates –IntraLATA Interexchange (Cont'd)

		<u>HALF DUPLEX</u>		<u>DUPLEX</u>		
		<u>Monthly Rate</u>		<u>Monthly Rate</u>		
		0 to 250 miles	Each Add.	0 to 250 miles	Each Add.	Tariff
		<u>each mile</u>	<u>mile over</u>	<u>each mile</u>	<u>mile over</u>	<u>Ref.</u>
			<u>250</u>		<u>250</u>	
4.	Interexchange Channel, each V-H mile or fraction thereof					
	Type 250	\$1.80 (1LYK4, 1L3C4, 1L6D4, 1LMD4)	\$0.90	\$1.80 (1LYD4, 1LEA4, 1L6A4, 1LMF4)	\$0.90	2.2.2
	Type 251	\$2.45 (1LYK4, 1L3C4, 1L6D4, 1LMD4)	\$1.50	\$2.45 (1LYD4, 1L3A4, 1L6A4, 1LMF4)	\$1.50	2.2.2
		<u>HALF DUPLEX</u>		<u>DUPLEX</u>	<u>Service</u>	<u>Tariff</u>
		<u>Monthly Rate</u>		<u>Monthly Rate</u>	<u>Charge</u>	<u>Ref.</u>
5.	Interexchange Channel Terminal, per terminal (two required per inter-exchange channel)					
	Type 250. . . . (01N2S)	\$40.85		\$41.75 (01N3S)		2.2.2
	Type 251. . . . (01N2S)	\$38.15		\$38.15 (01N3S)		2.2.2

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.2 RATES (Cont'd)

4.1.2.2.2 Sub-Voice Grade Service-Series 200 (Cont'd)

A. Rates –IntraLATA Interexchange (Cont'd)

	<u>HALF DUPLEX</u> <u>Monthly Rate</u>	<u>DUPLEX</u> <u>Monthly Rate</u>	<u>Service</u> <u>Charge</u>	<u>Tariff</u> <u>Ref.</u>
6. Each additional point of termination of a local channel, different building, same premises, per 1/10 mile (1)(2)(4)				
Type 250				
First 1/10 mile . . .	\$18.15	\$18.15	\$130.00(3)	2.2.2
(1LYDK, 1L3AK, 1L6BK, 1LMFK)		(1LYKK, 1L3CK, 1L6DK, 1LMDK)		
Additional 1/10 mile	\$0.60	\$1.15		
7. Each additional point of termination of a local channel in same building (1)(2)(4)				
Type 250 . . . (W1W)	\$15.75	\$15.74(W2w)	\$130.00(3)	2.2.2

- (1) Maximum of three terminations on the same premises for Type 250 and no additional terminations for Type 251.
- (2) Obsolete-applicable to existing service installations at existing locations for existing customers.
- (3) Charge applies per point of termination inside moved.
- (4) The monthly rate shown does not include maintenance and/or repair.

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.2 RATES (Cont'd)

4.1.2.2.3 Voice Grade Service-Series 300(1) and Series 400

A. Rates –IntraLATA Interexchange				
1.	Local Channel, each, per first termination on a premises			
	Type 311 (1LPAY)(1LIOY)(1L3AY)(1LLBY)	\$39.40	\$280.00	2.2.3
	Type 312 (1LPRY)(1LVRY)	\$61.25	\$270.00	2.2.3
	Type 314A (1LTAY)	\$83.35	\$340.00	2.2.3
	Type 414B (1LTBY)	\$96.30	\$560.00	2.2.3
	Type 420 (1LMDY)(1L6CY)(1LLCY)	\$63.45	\$290.00	2.2.3
	Type 422 (1LMFY)(1L6AY)(1LLDY)	\$63.45	\$290.00	2.2.3
	Type 423 (1LMGY)	\$32.95	\$280.00	2.2.3
	Type 424 (1LMHY)	\$61.70	\$340.00	2.2.3
	Type 425 (1LMJY)	\$45.85	\$270.00	2.2.3
	Type 428 (1LMKY)	\$43.55	\$270.00	2.2.3
2.	Interoffice Channel, each V-H mile, or fraction thereof, per channel (1LHBS)(1LJKS)(1LPJS)(1LTBS)(1L1OS)(1L3AS)(1L6BS)(1L6DS)(1LMFS)(1LVRS)	\$7.55	None	2.2.3
3.	Interoffice Channel Terminal, per terminal (two required per interoffice channel)(PMNSS)(PMNFX)	\$4.35	None	2.2.3

(1) Obsolete – Applicable to existing service installations at existing locations for existing customers.

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.2 RATES (Cont'd)

4.1.2.2.3 Voice Grade Service-Series 300(1) and Series 400 (Cont'd)

A. Rates –IntraLATA Interexchange (Cont'd)

		<u>Monthly Rate</u>		<u>Tariff Ref.</u>
		<u>0 to 250 miles each mile</u>	<u>Each additional mile over 250</u>	
4.	Interexchange Channel, each V-H mile, or fraction thereof, (1LHU4)	\$4.10	\$1.05	2.2.3
5.	Interexchange Channel Terminal, per terminal (two required per inter-exchange channel)			
	Type 311 (P1NA1)	\$27.90	None	2.2.3
	Type 312 (P1NB1)(P1ND1)	\$27.90	None	2.2.3
	Type 314 (P1NG1)	\$27.90	None	2.2.3
	Type 414B (P1NH1)	\$27.90	None	2.2.3
	Type 420 (P1NQ1)(P1NC1)	\$27.90	None	2.2.3
	Type 422 (P1NR1)(P1NE1)	\$27.90	None	2.2.3
	Type 423 (P1NS1)	\$27.90	None	2.2.3
	Type 424 (P1NT1)	\$27.90	None	2.2.3
	Type 425 (P1NU1)	\$27.90	None	2.2.3
	Type 428 (P1NV1)	\$27.90	None	2.2.3
	Foreign Exchange (P1NF4)	\$27.90	None	2.2.3
6.	Bridging Charge, (multi-point service), per bridged channel (BQ7)	\$7.55		2.2.5

(1) Obsolete – Applicable to existing service installations at existing locations for existing customers.

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.2 RATES (Cont'd)

4.1.2.2.3 Voice Grade Service-Series 300(1) and Series 400 (Cont'd)

B. Conditioning Options – Available for Types 414B, 414C, 420 and 422

		<u>Monthly Rate</u>	<u>Service Charge</u>	<u>Tariff Reference</u>
1.	Type C1			
	-Two point not arranged for switching, per service point (P2W)	\$9.40	\$80.00	2.2.3
	-Two point arranged for switching to another two-point channel, per service point (P2X)	\$17.00	\$80.00	2.2.3
	-Multi-point channel, per service point (P3G)	\$18.80	\$80.00	2.2.3
2.	Type C2			
	-Two point not arranged for switching, per service point (P3HC2)	\$37.70	\$80.00	2.2.3
	-Two point arranged for switching per service point (P3J)	\$56.45	\$80.00	2.2.3
	-Multi-point channel, per service point (PH9)	\$56.45	\$80.00	2.2.3
3.	Type C4			
	-Two point not arranged for switching, per service point (P4G)	\$65.80	\$80.00	2.2.3
	-Three or four-point channel, per service point (6DU)	\$84.70	\$80.00	2.2.3

(1) Obsolete – Applicable to existing service installations at existing locations for existing customers.

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.2 RATES (Cont'd)

4.1.2.2.3 Voice Grade Service-Series 300(1) and Series 400 (Cont'd)

B. Conditioning Options – Available for Types 414B, 414C, 420 and 422 (Cont'd)

4.	Type C5	<u>Monthly Rate</u>	<u>Service Charge</u>	<u>Tariff Reference</u>
	-On a two-point channel not arranged for switching, per service point (UHD)	\$94.10	\$80.00	2.2.3
5.	Type D1			
	-Two-point channel not arranged for switching, per service point (QHA)	(CR)\$11.35	(CR)\$80.00	2.2.3
C.	Foreign Exchange Service			
	Point of Termination in one foreign exchange (2) between exchanges 0-20 miles apart (T21)	\$61.10	\$410.00	2.2.3
	Between exchanges over 20 miles apart (T22)	\$70.70	\$410.00	2.2.3
	Point of Termination in two foreign exchanges (T1S)(3)	\$109.95	\$410.00	2.2.3
D.	Foreign Serving Office Service			
	Point of Termination in one foreign serving office (2)(T21SFS)	None	\$180.00	2.2.3
	Point of Termination in two foreign serving offices(3) (T1SFS)	\$13.35	\$180.00	2.2.3

- (1) Obsolete – Applicable to existing service installations at existing locations for existing customers.
 (2) In addition, Private Line Charges as set forth in this Tariff apply between the serving office of the customer premises and the serving office from which the exchange service is provided.
 (3) Local channel charges do not apply to the main station and one extension.

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.2 RATES (Cont'd)

4.1.2.2.3 Voice Grade Service-Series 300(1) and Series 400 (Cont'd)

D. Foreign Serving Office Services (Cont'd)

	<u>Monthly Rates</u>	<u>Service Charge</u>	<u>Tariff Reference</u>
Interoffice Channel Terminal, each (two required per interoffice channel)(PMNFS)	\$14.10	None	2.2.3

4.1.2.2.4 Special Bridging Service

A. Split Band Arrangement

1. Rates

a. Special bridge and
common equipment (2)

-Maximum of 48 remote stations (BMC4B)	\$47.80	None	2.2.5
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-Maximum of 95 remote stations (BMC95)	\$71.75	None	2.2.5
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b. Access Lines

-Master Stations (1LM4Y)		Equivalent to Type 420	
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- (1) Obsolete – Applicable to existing to existing service installations at existing locations for existing customers.
- (2) Customer must specify, transmit and receive frequency of Master Station.

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.2 RATES (Cont'd)

4.1.2.2.4 Special Bridging Service (Cont'd)

A. Split Band Arrangement (Cont'd)

1. Rates (Cont'd)

	<u>Monthly Rate</u>	<u>Service Charge</u>	<u>Tariff Reference</u>
c. Remote Station Connection -Per Remote Station (BMD)	\$5.90	None	2.2.5

B. Passive Bridging Arrangement

1. Rates

a. Passive Bridging Arrangement Capable of Connecting 10 Access Lines (BMC10)(1)	\$9.00	None	2.2.5
b. Access lines			
-Master Station (1LM3Y)	Equivalent to Type 423		
-Remote Station			
-Interconnecting Station (1LM2Y)	Equivalent to Type 423		
c. Access Line Connection			
-Per Access Line (BT7)	\$3.20	None	2.2.5
d. Interbridge Connection (MF7)	\$4.95	None	2.2.5

(1) Customer to specify either 16 dB or 38 dB loss, relative to 1000 Hz, between master or interconnecting station and remote station.

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.2 RATES (Cont'd)

4.1.2.2.5 Signaling

A. Signaling Options

1. Signaling Options per point of termination for the capability to accommodate signaling on Private Line Service utilizing 311(1), 422, 423, 425 and 435 type services.

	<u>Monthly Rate</u>	<u>Service Charge</u>	<u>Tariff Reference</u>
a. IntraLATA Interexchange			
-Manual (J1B)(2)	\$26.25	\$65.00	2.2.6
-Automatic (J1A)(3)	\$27.90	\$65.00	2.2.6

2. Signaling Options per point of termination for the capability to accommodate signaling on Private Line Service utilizing type 400 Local Channels indicated below. Signaling is limited to a two-point service only.

a. IntraLATA Interexchange			
Arranged for E&M Type signaling			
-Type 420 (SLM20)	\$20.25	\$65.00	2.2.6
-Type 422 (SLM22)	\$20.25	\$65.00	2.2.6
-Type 423 (SLM23)	\$21.30	\$65.00	2.2.6
-Type 424 (SLM24)	\$21.60	\$65.00(4)	2.2.6
-Type 425 (SLM25)	\$21.60	\$65.00	2.2.6
-Type 428 (SLM28)	\$21.60	\$65.00	2.2.6

Arranged for Loop signaling, a maximum of 1300 ohms.

-Type 420 (SLL20)	\$33.25	\$65.00	2.2.6
-Type 422 (SLL22)	\$33.25	\$65.00	2.2.6
-Type 423 (SLL23)	\$34.15	\$65.00	2.2.6
-Type 428 (SLL28)	\$17.55	\$65.00(4)	2.2.6

Arranged for Loop signaling,
per customer requested ohm
maximum

-Type 428 (SLLC8)	\$21.60	\$65.00(4)	2.2.6
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- (1) Obsolete – Applicable to existing service installations at existing locations for existing customers.
- (2) Manual signaling for multipoint channels is available on Type 425 and 435 local channels only. Any other existing applications should be considered obsolete-applicable to existing service installations at existing locations for existing customers.
- (3) Automatic signaling is not available for multipoint. Any other existing applications should be considered obsolete-applicable to existing service installations at existing locations for existing customers.
- (4) Service Charge applies only if the signaling option is installed subsequent to initial installation of the local channel.

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.2 RATES (Cont'd)

4.1.2.2.5 Signaling (Cont'd)

A. Signaling Options (Cont'd)

3. Interexchange Intralata Type A, B and C Signaling Arrangements

	<u>Monthly Rate</u>	<u>Service Charge</u>	<u>Tariff Reference</u>
Loop Signaling Options per Local Channel on Type 428 when associated with station ports of a premises switching system			
Type A capable of operation over loops with resistance in the range of 0-199 ohms (SALAS)	\$8.40	\$30.00(1)	2.2.6
Type B capable of operation over loops with resistance in the range of 200-899 ohms (SAUBS)	\$8.70	\$30.00(1)	2.2.6
Type C capable of operation over loops with resistance in the range of 900 ohms or more (SAYCS)	\$3.55	\$1.05(1)	2.2.6

The DC resistance specification does not imply a guaranteed end-to-end DC continuity. The customer can expect to be provided a loop meeting the same limits as the normal central office loop (i.e., not exceeding 1300 ohms) exclusive of 200 ohm maximum terminal equipment resistance.

- (1) The Service Charge applies only if the signaling option is installed subsequent to initial installation of the local channel.

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PRIVATE LINE TARIFF CONCURRENCE

4.1.2.2 RATES (Cont'd)

4.1.2.2.6 Miscellaneous Charges

		<u>Service Charge</u>	<u>Tariff Reference</u>
A.	Customer Owned Equipment Trouble Isolation Charge, per repair visit	\$25.00	1.6.1(B)
B.	Institutional Program for Premises Wiring Charge		
	1 – Element 1 (EPC1E)	\$35.05	1.6.1(B)
	2 – Element 2 (EPCAE)	\$8.15	1.6.1(B)
C.	Restoration Priority Change		
	- Per Private Line Service	\$21.60	1.4.10

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Miller Telephone Company

Section 4
1st Revised Sheet 2.22
Cancels (see below)

GENERAL AND LOCAL EXCHANGE SERVICE TARIFFS

(T)

(D)

(D)

CANCELLING P.S.C. MO. NO. 5, Section 4

(N)

Original Sheet 2.22

Original Sheet 2.23

Original Sheet 2.24

Original Sheet 2.25

Original Sheet 2.26

Original Sheet 2.27

Original Sheet 2.28

(N)

4.3 Custom Calling and CLASS Services4.31 General

Custom calling services (CCS) are a group of optional services available to customers which provide basic call management features. CLASS services 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.

4.32 Feature Descriptions

- A. Anonymous Call Rejection – enables the customer to reject calls for which caller identification has been intentionally blocked. Calls rejected are given an announcement.
- B. Automatic Callback – 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. Customers may use this feature on a usage sensitive (billed per occurrence) basis.
- C. Automatic Recall – enables 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. Customers may use this feature on a usage sensitive (billed per occurrence) basis.
- D. 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:
 - 1. Call Forwarding-Busy – the customer can activate call forwarding to forward only when a busy condition exists.
 - 2. Call Forwarding Fixed – allows the customer to establish a specific call forward to number that is programmed by the Company. The customer can activate/deactivate call forwarding, but the forward-to number can only be changed by contacting the Company. A customer request to change the call forward-to number will incur service order charges.

3. Call Forwarding-No Answer – the customer can activate call forwarding to forward the call after a specified number of rings.
 4. Call Forwarding-Remote Activation – this service provides the feature of call forwarding variable and, in addition, allows the customer to activate, de-activate, or change their call forwarding variable service from any location and from any telephone.
 5. Call Forwarding-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 telephone.
- E. Call Transfer – allows a customer with three-way calling to redirect any established call to another line.
- F. Call Waiting/Caller ID - allows the 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.
- G. Call Waiting/Cancel Call Waiting – Call waiting 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. Cancel call waiting allows a customer to disable the call waiting feature for one call.
- H. 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.
- 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.
- I. Caller ID - 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.

-
- J. Customer Originated 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.
- K. Distinctive 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.
- L. Selective Call Acceptance – allows the customer to create a list of ten (10) telephone numbers from which calls will be accepted. Calls from telephone numbers not contained on the list will hear a rejection tone or recorded announcement. To the extent sufficient equipment is available, customers may purchase more than one selective call acceptance feature in order to create additional telephone number lists.
- M. Selective Call Forwarding – allows a customer to create a list of ten (10) telephone numbers for which calls will be forwarded. Only those calls from numbers programmed into the selective call forwarding list will be forwarded. To the extent sufficient equipment is available, customers may purchase more than one selective call forwarding feature in order to create additional telephone number lists. This feature requires the purchase of basic call forwarding service.
- N. Selective Call Rejection – allows the customer to create a list of ten (10) telephone numbers from which calls will be rejected. Calls from directory 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 selective call rejection feature in order to create additional telephone number lists.
- O. Speed Calling - allows the customer to place calls to select directory numbers by dialing a one or two-digit code. The customer can generate a speed calling list of up to 38 directory numbers with each number in the list associated with a unique code (2 through 9 and 20 through 49).
- P. Three-Way Calling - allows the customer to have simultaneous conversations with two other parties.

Q. Toll Restriction - allows the Company to block calls to certain customer-specified destinations. Customer options available are:

1. Restriction of 1+ calls only.
2. Restriction of 1+ and 0+/0- (operator handled) calls, except incoming 8XX type calls.
3. 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.

R. Warm Line/Hot Line - allows the customer to automatically place a call to a preselected directory number by simply lifting the receiver off of the switchhook. No dialing is required for the calling party to reach the specified destination. Warm line is switched after a brief timing period while hot line is switched immediately.

4.33 CCS and CLASS Service Rates

	Monthly Rate	Installation/Change Charge ¹	
A. Anonymous Call Rejection	\$3.00	\$4.00	
B. Automatic Callback	\$3.00	\$4.00	
C. Automatic Recall	\$3.00	\$4.00	
D. Call Forwarding			
1. Busy	\$1.00	\$4.00	
2. Fixed	\$2.00	\$4.00	
3. No Answer	\$1.00	\$4.00	
4. Remote Activation	\$4.00	\$4.00	
5. Variable	\$2.50	\$4.00	
E. Call Transfer	\$2.00	\$4.00	
F. Call Waiting/Caller ID	\$3.00	\$4.00	
G. Call Waiting/Cancel Call Waiting	NC	NC	(R)
H. Caller ID Block	N/A	N/A	
I. Caller ID	\$6.00	\$4.00	
J. Customer Originated Trace (per trace request, not monthly)	\$5.00	N/A	
K. Distinctive Ringing	\$3.00	\$4.00	
L. Selective Call Acceptance	\$3.00	\$4.00	
M. Selective Call Forwarding	\$3.00	\$4.00	
N. Selective Call Forwarding	\$3.00	\$4.00	
O. Speed Calling 8	\$2.00	\$4.00	
P. Speed Calling 30	\$2.50	\$4.00	
Q. Three-Way Calling	\$2.00	\$4.00	
R. Toll Restriction	\$3.00	\$4.00	
S. Warm Line/Hot Line	\$2.00	\$4.00	
T. Per use features:			
1. Automatic Callback	\$0.75 per occurrence		
2. Automatic Recall	\$0.75 per occurrence		

4.34 Discounted Feature Packages

- A. HOLD FOR FUTURE USE (D)
- B. HOLD FOR FUTURE USE (D)

¹Installation or change charges will be limited to one \$4.00 charge on initial installation, or on subsequent additions or changes of features. There shall be no charge for deleting features.

Miller Telephone Company

Missouri P.S.C. Tariff No. 5
General Exchange Tariff
Section 4
2nd Revised Sheet No. 8
Replaces 1st Revised Sheet No. 8

		Monthly <u>Rate</u>	(D)
C.	Deluxe Package	\$5.00	(R)
	Call Forwarding-Variable		(D)
	Speed Calling 8		
	Three-Way Calling		
D.	Professional Package	\$5.50	(R)
	Call Forwarding-Variable		(D)
	Speed Calling		
	Three-Way Calling		
E.	Caller ID Feature Bundle*	\$12.00	
	Caller ID		(T)
	Call Waiting ID		(D)
	Anonymous Call Rejection		
	Automatic Recall		
	Automatic Callback		
	Call Forwarding-Variable		
	Three Way Calling		
	Speed Calling		

* This package is available to residential customers only.

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4.4 900 Service Access Restriction4.41 General

900 service access restriction is furnished to customers upon request to prevent access to the 900 network. A call will be diverted to a customer-provided intercept announcement when customers dial a 900 number from a restricted line.

900 service access restriction enables customers to prohibit dialing of calls to 1+900. Calls which are placed using alternate dialing patterns cannot be restricted. The customer indemnifies and saves harmless the Company from any and all claims, losses or damages caused by restriction of 900 service access.

4.42 Rates and Charges

	<u>Monthly Rate</u>	<u>Service Connection Charge</u>
A. Per Residence Line	No Charge	No Charge
B. Per Business Line	No Charge	Applicable service connection charges

4.5 Universal Emergency Number Service (911)4.51 General

- A. Universal Emergency Number Service, also referred to as 911 service, is a telephone exchange communication service whereby one or more Public Safety Answering Points (PSAP) designed by the customer may receive telephone calls dialed to the telephone number 911. 911 service includes a line and equipment necessary (excluding CPE) for the answering, transferring and dispatching of public emergency telephone 911 calls originated by persons within the serving area. 911 trunking service involves the provision of interoffice trunks from the Company's central office to connect with the PSAP location.

- B. The 911 emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number. The 911 customer must subscribe to additional local exchange service at the PSAP for administrative purpose, for the placing of outgoing calls and for receiving other emergency calls, including any which might be relayed by Company operators.
- C. 911 trunking service is offered subject to availability of facilities.
- D. The 911 trunking service customer may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for police, fire or other emergency services within the telephone central office area arranged for 911 calling.
- E. The Company may enter into a contract or contracts with the 911 customer or with other telephone companies in order to effectuate the Company's provisions of 911 service in accordance with, pursuant to, and subject to the terms, conditions and limitations of the tariff. Any such contract(s) shall incorporate by reference the terms, conditions and limitations of this tariff.
- F. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

4.52 911 Conditions

- A. 911 trunking service is provided solely for the benefit of the customer operating the PSAP. The provision of 911 trunking service by the Company shall not be interpreted, construed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer.
- B. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.
- C. Temporary or vacation suspensions of service are not provided for any part of the 911 trunking service.
- D. 911 service information consisting of the names, addresses and telephone numbers of subscribers whose listings are not published in directories or listed in the directory assistance records is treated as strictly confidential except as indicated in Paragraph E below.
- E. End users dialing 911 forfeit the privacy afforded by non-published and unlisted telephone number service to the extent that the telephone number, address and name associated with the originating station location may be furnished to a PSAP. Information will be provided only for the purpose of responding to emergency calls.

- F. The Company's entire liability to any person for interruption or failures of 911 trunking service shall be limited to the terms set forth in this section and other sections of this tariff.
- G. The customer shall have the responsibility of discovering all errors, defects and malfunctions, in the transmission of calls and data, data bases(s), and overall operation of the system. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.
- H. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures or malfunctions of this service or any part thereof whether caused by the negligence of the Company or otherwise shall not exceed an amount equivalent to the pro-rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- I. Each customer also agrees to release, indemnify and hold harmless the Company from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer 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.
- J. The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 trunking 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 trunking service hereunder, and which arise out of the negligence or other wrongful act of the Company, the customer, its user, agencies or municipalities, or the employees or agents or any one of them.
- K. Because the Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all 911 calls that originate from telephones served by Company wire centers served by the PSAP whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
- L. Application for 911 trunking service must be executed in writing by each customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. At least one local law enforcement agency must be included among the participating agencies in any 911 offering.

- M. The customer is required to furnish the Company its agreement to the following terms and conditions:
1. That all 911 calls will be answered on a 24-hour day, seven-day week basis.
 2. That the customer has responsibility for dispatching the appropriate emergency service vehicles within the 911 service area, or will undertake to transfer all 911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
 3. That the customer will develop an appropriate method for responding to calls for non-participating agencies which may be directed to the 911 PSAP by calling parties.
 4. That the customer will provide CPE with a capacity adequate to handle the number of incoming 911 lines recommended to be installed by the Company. It is the customer's responsibility to ensure its CPE is compatible with the service(s) provided by the Company.
- N. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the 911 customer contracting for 911 trunking service. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the 911 customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the 911 customer.
- O. The rates charged for 911 trunking service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The 911 customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall notify the Company in the event the system is not functioning properly.
- P. In the absence of willful misconduct or gross negligence, no liability for any death or injury to any person or for any damage to property shall attach to the Company, its employees, agents or representatives as a result of or in connection with any situation in which the Company may be requested, required, have undertaken or participated in the tracing of a 911 call.

- Q. The customer recognizes that the addresses provided to it by the Company are the same addresses that the Company maintains for its ordinary service, billing or directory records and the Company cannot unconditionally guarantee their existence or accuracy in emergency situations. Therefore, the customer recognizes that addresses should, where circumstances permit, be verified from a 911 calling party. When the customer becomes aware of any inaccuracies in the data it shall promptly notify the Company in writing. The Company shall make the correction within a reasonable time under the circumstances.

4.53 911 Rates

- A. The rates and charges for 911 trunking service set out below are for the provision by the Company of its facilities for trunking calls for the Company's central offices to the PSAP, or between central offices. The customer is responsible to order connecting trunking facilities from other telephone companies when necessary to extend the trunks to a PSAP beyond the Company serving area.

	<u>Per Trunk</u>
1. Trunks between Central Offices	\$25.00
2. Trunks between Central Office and PSAP	\$25.00

- B. Service connection charges as specified elsewhere in this tariff.

4.54 911 Database Records Charges

- A. Database records charges are applicable to the work necessary for Company customer records to support E911 Service. The initial record charge is for work necessary to complete the initial upload to the E911 provider, which includes verification of records to the MSAG. Customer updates beyond the initial upload would include new requests for service in the Company's serving area, orders that change a customer's name, telephone number and/or address, and will include verification to the MSAG. A record update(s) generated due to a Company error will not be assessed a database record charge. If an error is due to inaccurate information provided by a 911 customer a charge will be assessed.

1. Initial record upload (one time charge)	\$992.00
2. Database record charges (per record)	\$0.38

4.6 State One Call System Service (811)

4.61 General

- A. 811 service is a locally assigned three digit abbreviated dialing code provided to a State One Call System (SOCS) for use in providing advance notice of excavation activities to underground facility operators by way of voice grade facilities. Federal Communications Commission (FCC) Docket 92-105 mandates that incumbent local exchange carriers in each local

calling area make the 811 abbreviated dialing code available to a SOCS as a tarified local calling area based service.

- B. 811 service allows a Company subscriber to access a SOCS call center by dialing only the 811 abbreviated dialing code. Subject to other terms and conditions of this tariff, Company subscribers shall be able to make, and the SOCS shall be able to receive, calls using the 811 Service as part of their local exchange service.
- C. All 811 service calls shall be local in nature and shall not result in any expanded area calling, intraLATA or interLATA long distance or pay-per-call charges to Company subscribers.
- D. 811 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. 811 Service is otherwise available wherever local service is available.
- E. 811 Service is available from the Company within the Company's service area only. To provide access to 811 to end users in another company's service area or to a competitive local exchange carrier (CLEC) end user within the local calling area, the SOCS must make appropriate arrangements with the other company or CLEC serving that territory. The SOCS should work separately with competing local providers to ascertain that its end user customers will be able to reach one-call services provided by dialing 811.

4.62 SOCS Obligations

- A. The SOCS may, but is not required to, submit a written application for 811 service to the Company which will include:
 - 1. The local, foreign exchange or toll free telephone number into which the Company is to translate the dialed 811 abbreviated code.
 - 2. For network sizing and protection, an estimate of annual call volumes, the expected busy hour and holding time for each call to the 811 Service.
 - 3. Complete contact information.
- B. If requested by the Company, the 811 provider shall assist the Company in responding to complaints made to the Company concerning 811 Service.
- C. Local Calling for Company Subscribers
 - 1. The SOCS, in cooperation with the Company, will assure that all 811 service calls are local and do not generate extended area service (EAS), Metropolitan Calling Area (MCA) service, intraLATA or interLATA long distance or pay-per-call charges for Company subscribers.

2. The SOCS must supply the Company with a toll free number. The Company will translate the 811 digits into the telephone number provided by SOCS.
3. The SOCS is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 service, and from all holders of copyrights, trademarks and patents used in connection with the said service.

4.63 Company Obligations

- A. The Company shall provision the 811 Service in accordance with FCC directives and the terms of this tariff.
- B. When an 811 service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 811 service call, the quality of the call or any features that may otherwise be provided with 811 Service.
- C. The Company does not undertake to answer and forward 811 service calls but furnishes the use of its facilities to enable SOCS to respond to such calls at SOCS established call centers.
- D. The rates charged for 811 service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The SOCS is responsible for making such operational tests as, in the judgment of the SOCS, are required to determine whether the Company's facilities are functioning properly for its use. The SOCS is responsible for promptly notifying the Company in the event the Company's facilities are not functioning properly.

4.64 Company Liability

- A. The Company's entire liability to any person for interruption or failure of the 811 service shall be limited to the terms set forth in this section and other sections of this tariff.
- B. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company occurring in the course of furnishing 811 service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the SOCS for the 811 service and local exchange service for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.
- C. The Company is not liable for any losses or damages caused by the negligence of the SOCS.

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- D. The Company shall not be liable to the SOCS for any damages the SOCS may incur that result from any changes, modifications or rulings made by the FCC.
- E. The Company will make every effort to route 811 calls to the SOCS call center, however, the Company will not be held responsible for routing mistakes or errors.
- F. 811 service is provided solely for the benefit of the SOCS. The provision of 811 service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity.

(N) 4.7 Toll Operator Service¹

4.71 Intrastate IntraLATA Operator Service for 0- Toll Calls

- A. The Company will provide Intrastate IntraLATA Operator Services for dialed 0- toll calls.
- B. Surcharges are applicable to station sent paid, station calling card, station collect, station billed to third party, and person to person 0- calls. Definitions of these types of calls are found in the Southwestern Bell Long Distance Message Telecommunications Service Tariff, P.S.C. Mo. No. 26.
 - 1. Rates set forth below apply to 0- toll calls originating for all classes and grades of service.

4.72 Terms and Conditions

- A. The Company will provide Intrastate IntraLATA Operator Service for dialed 0-toll calls.
 - 1. The Company will not bill for incomplete calls where answer supervision is available. The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon (a) subscriber notification or (b) Company's knowledge.
 - 2. The caller and billed party, if different from the caller, will be advised that the Company is the operator service provider at the initial contact.
 - 3. Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.
 - 4. Only tariffed rates approved by the PSC for the Company shall appear on Company bills.
 - 5. All such calls will appear as Company calls.

¹ Operator Services are competitive services pursuant to §392.361.8, RSMo. 2008.

6. The Company will employ reasonable calling card verification procedures acceptable to the company issuing the calling card.
 7. The Company will route all 0- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
 8. Upon request, the Company will transfer calls to other authorized interexchange companies if billing can list the caller's actual origination point.
 9. The Company will refuse operator services to traffic aggregators, which block access to other companies.
 10. The Company will assure that traffic aggregators will post and display information including: (a) that the company is the operator service provider; (b) detailed complaint procedures; and (c) instructions informing the caller on procedures to reach other authorized interexchange companies.
- B. Intrastate IntraLATA 0- toll rates are based on per minute of use without regard to time of day, day of the week or distance.

4.73 Rates and Charges

		<u>Fully Automated</u>	<u>Semi- Automated</u>	<u>Non- Automated</u>
A.	Surcharges			
1.	Station Sent Paid	N/A	\$1.25	\$3.30
2.	Station Calling Card	\$0.50	\$0.50	\$0.50
3.	Station Collection	\$1.25	\$1.25	\$1.25
4.	Station Billed to Third Party	\$1.25	\$1.25	\$1.25
5.	Person to Person	N/A	\$1.25	\$5.50
B.	Intrastate IntraLATA 0- Toll Rates			
1.	Initial rate, per minute	\$0.50		
2.	Additional rate, per minute	\$0.50		

OPERATOR SERVICES4.73 Directory Assistance Service

A. General Regulations

Directory Assistance service is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance charges specified in this tariff apply when a customer within Missouri requests the telephone numbers of other telephone subscribers.

B. Exemptions

1. Rates specified in C.1. below are not applicable to:

- a. Calls placed from hospitals.
- b. Customers who certify through the Company's business office that they are unable to use a directory because of a visual, medical, or physical disability. To support certification, a customer may provide information from a qualified authority, which is defined as including doctors of medicine, ophthalmologists, optometrists, registered nurses, therapists, professional staff of hospitals, institutions and public welfare agencies. Certification of physical disability sufficiently severe to prevent reading or using conventional reading or using conventional reading materials may also be made by professional librarians or by any person whose competence in this area is acceptable to the Librarian of Congress of the United States.

C. Residence and Business Rates

For purposes of this section, "Local" directory assistance shall mean requests for numbers within the Company's local exchange, and "National" directory assistance shall mean request for numbers outside of the Company's local exchange.

1. Local Directory Assistance - Customer originated calls, each.....\$0.75
2. National Directory Assistance - Customer originated calls, each.....\$0.95
3. Toll Call-Connect Minutes –

Company will pass-through the toll-call connect charge of its underlying provider, National Directory Assistance, LLC.

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Issued By:

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