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December 11, 1998

FILED DEC 1 1 1998

Mr. Dale Hardy Roberts Secretary/Chief Regulatory Law Judge Missouri Public Service Commission P.O. Box 360 Jefferson City, MO 65102

Service Commission

Re: Green Hills Telecommunications Services, Case No. TA-98-380.

Dear Mr. Roberts:

DAVID V.G. BRYDON

PAUL A. BOUDREAU

SONDRA B. MORGAN

SARAH J. MAYWELL

GARY W. DUFFY

JAMES C. SWEARENGEN

WILLIAM R. ENGLAND, III

JOHNNY K. RICHARDSON

Enclosed for filing with the Commission please find an original and six (6) copies of Green Hills Telecommunications Services Local Exchange Tariff which is being filed in conformance with the Order Granting Certificate in the above-referenced case. These tariff sheets bear an effective date of January 10, 1999. Also included for filing are an original and fourteen (14) copies of a Certification of Notice of Tariff Filing. Copies have been sent to all parties of record in Case No. TA-98-380.

Thank you for your attention to this matter.

Sincerely yours,

BRYDON, SWEARENGEN & ENGLAND P.C.

By:

Sondra B. Morgan

Soudia Morgan

**Enclosures** 

cc: Office of Public Counsel

Counsel for all parties of record



**Local Exchange Tariff** 

For Telephone Service Applying to All Exchanges





PSC MO. NO. 1 Section 1 Original Sheet 1

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#### **WAIVER OF STATUTES**

#### **Statutes**

392.210.2	Uniform System of Accounts
392.270	Valuation of Property
392.280	Depreciation Accounts
392.290.1	Issuance of Securities
392.300.2	Acquisition of Stock
392.310	Stock and Debt Issuance
392.320	Stock Dividend Payment
392.330	Issuance of Securities, Debts and Notes
392.340	Reorganization (s)

## Commission Rules

4 CSR 240-10.020	Depreciation Fund Income
4 CSR 240-30.040	Uniform System of Accounts

4 CSR 240-35 Reporting of Bypass and Customer Specific Arrangements

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## **EXPLANATION OF SYMBOLS**

- (C) Change in Regulation
- (D) Discontinued Rate, Regulation or Text
- (I) Increase in Rate
- (N) New Rate, Regulation or Text
- (R) Reduction in Rate
- (T) Change in Text but no change in Rate or Regulation

Issued: December 11, 1998 Effective: January 10, 1999

#### **APPLICATION**

The rules and regulations specified herein apply to the intrastate services and facilities furnished by GREEN HILLS TELECOMMUNICATIONS SERVICES, hereinafter referred to as the Telephone Company, or Company.

In the event of a conflict between any rate, rule, regulation or provision contained within this tariff and any rule or statutes of the Missouri Public Service Commission, the rule or statutes of the Missouri Public Service Commission shall prevail.

This Tariff cancels and supersedes all other local tariffs of the Telephone Company issued and effective prior to the effective dates of this tariff.

Services contained in this tariff will be provided as facilities based.

Resale of services in this tariff will be subject to a separate agreement between parties.

Except as noted otherwise, this tariff applies to all exchanges of the Company.

The exchanges served by GREEN HILLS TELECOMMUNICATIONS SERVICES are as follows:

Norborne

Calling scopes include the Norborne exchange boundary and EAS to the Stet exchange.

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#### A. Availability Of Facilities

The Telephone Company's obligation to furnish telephone service is dependent upon its ability to secure suitable facilities and to provide such service without unreasonable expense subject to 4 CSR 240-32.

#### B. Interruptions Of Service

If service is interrupted for more than 48 hours after interruption is reported to the company, other than by the negligence or willful act of the subscriber, an allowance at the minimum rate for the telephone facilities and class of service affected at the time of the interruption shall be made for the time such interruption continues, after notice and demand to the Company. No other liability shall in any case attach to the Company on account of interruptions of service.

#### C. Directory Errors and Omissions

The Telephone 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 Telephone Company be a party to controversies arising between subscribers or others as a result of listings published in its directories.

Claims for damages on account of interruptions to service due to errors or omissions in directory listings will be limited to a pro rata abatement of the charge for each of the subscriber's service as is affected, the maximum abatement not to exceed one-half the service 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.

In the cases of extra listings in the alphabetical section of the directory for which a charge is made, the Telephone 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.

#### D. Transmitting Messages

The Telephone Company does not transmit messages but offers the use of facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the subscriber, repeats messages, no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between subscribers because of the errors.

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## OBLIGATION AND LIABILITY OF TELEPHONE COMPANY (Cont'd)

#### E. **Use Of Connecting Company Lines**

When suitable arrangements can be made, lines of other local exchange carriers or interexchange carriers or other companies may be used in establishing wire connections to points not reached by this Company.

#### F. Defacement Of Premises

The Telephone Company shall exercise due care in connection with all work done on subscriber's premises. No liability shall attach to the Telephone Company by reason of any defacement or damage to the subscribers' premises resulting from the existence of the Telephone Company's facilities on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole negligence of the Telephone Company.

#### G. **Adjustment Of Charges**

In the adjustment of charges for overbilling by the Telephone Company, a refund will be made of the full amount of excess charges, not to exceed a period of three-years when such amount can be determined. When the period during which overbilling has been effective cannot be fixed or the exact amount of overbilling determined from available records, the maximum refund will not exceed an estimated amount equal to such overbilling for a one-year period.

In case of underbilling, the Telephone Company reserves the right to back bill for the deficiency charges up to a period of three-years.

#### H. Maintenance and Repairs

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

#### ı. **Equal Access**

The Company will allow Customers the choice of intraLATA and interLATA interexchange carriers.

Issued: December 11, 1998

James A. Simon, General Manager P.O. Box 227

Breckenridge, Missouri 64625

#### **OBLIGATIONS OF THE CUSTOMER**

#### A. Conditions for Use

Service may be used for the transmission of information of the Customer provided that:

- 1. The Customer has entered into an agreement with the Company:
- 2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid or any unlawful act or undertaking; and
- 3. The Customer, upon request, shall furnish such information and access to its-location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of the Tariff and the contract entered into between the Customer and the Company.

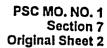
#### B. General Obligations

The Customer shall be responsible for:

- 1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
- 2. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or their agents.
- 3. Reimbursing the Company for any loss caused by the theft or Facilities installed on the Customer's or User's premises.
- 4. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.
- 5. Providing, maintaining and installing all terminal equipment on the Customer premises side of the network interface. The Customer shall assure that the equipment does not cause electrical hazards to Company equipment, personnel or damage the Company-provided facilities or network terminating equipment. The Customer-provided equipment shall meet applicable Federal Communications Commission's Rules and Regulations and will allow for the testing of Company Facilities.
- 6. Providing necessary easements or rights of way on its property to allow the Company to install its facilities to the customers location.
- 7. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the service, removing the Facilities.
- 8. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
- 9. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of a agent's authority shall not be binding on the Company.

Issued: December 11, 1998 Issued By:

James A. Simon, General Manager



#### **OBLIGATIONS OF THE CUSTOMER (Cont'd)**

#### B. General Obligations (Cont'd)

10. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

#### C. Payment of Rates and Charges

- The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer by the fifteenth of each month, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer. Invoices not paid within thirty (30) days are subject to late charges and interest with interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past due amounts may result in termination of service as described in Section 15 or this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.
- 2. The Company may require a deposit if the customer is unable to establish a good credit rating, or if the customer has disputed charges in two (2) cut of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months' service based on the average bill during the preceding twelve months or in the case of new applicants, two months' average monthly bill for all subscribers within a customer class. The deposit shall bear interest at a rate of 9% simple interest per annum, and will be returned upon satisfactory payment of all undisputed charges during the last 12 billing periods, or discontinuance of service.
- 3. At the time an application for service is made, an application may be required to pay an amount equal to at least one month's service and/or service connection charges, which will be applicable to the customer's account on the first bill rendered.
- 4. There shall be added to the Customer's bill a surcharge equal to the prorata share of any franchise, occupation, business, license, excise, privilege or other similar tax, fee or charge now or thereafter imposed upon the Company by any taxing body or authority, whether by statute, ordinance, law or otherwise in the provision of any service.

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PSC MO NO. 1 Section 8 Original Sheet 1

#### **USE OF SERVICE AND FACILITIES**

#### A. Provision Of Equipment

All equipment necessary for the provision of a given service will be furnished and owned by the Company except as provided elsewhere in this Tariff. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer at a suitable outlet when and where required.

Equipment not owned by the Company may be attached to the facilities of the Company as provided in this Section. In the event that unauthorized attachment or connection is made, the Company shall have the right to discontinue the service.

The provisions of the preceding shall not be construed or applied to bar a customer from using customer provided equipment (CPE) which serve his convenience, provided any such device so used does not:

- 1. Endanger the safety of Company employees or the public.
- 2. Damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff.
- 3. Interfere with the proper functioning of such equipment or facilities.
- 4. Impair the operation of the communication system.
- 5. Otherwise injure the public in its use of the Company's services.

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Issued: December 11, 1998

PSC MO NO. 1 Section 8 Original Sheet 2

## **USE OF SERVICE AND FACILITIES (Cont'd)**

## B. Customer Provided Equipment And Inside Wire

Customer-provided equipment and/or inside wire may be connected at the customer's premises to facilities of the Company for use with local exchange service in compliance with FCC regulations.

Customers may connect equipment, systems and/or inside wire registered or grandfathered by the FCC directly to the Company network.

The General Regulations contained in this section of the Tariff apply when the customer elects to provide his own equipment and/or inside wire. In any instance where the Tariff of the Company conflicts with an effective order of the FCC, the FCC order will have precedence.

#### Responsibility of the Customer

- A customer desiring to connect customer-provided equipment to the exchange and message toll network must make application to the Company. Such application may be made orally prior to the desired in-service date or any date thereafter if requested by the company and shall include the following:
  - (a) The type and manufacture of each item of the grandfathered equipment or the registration number and ringer equivalence of the registered equipment.
  - (b) The number of CPE instruments to be connected.
- 2. Upon notification from the Company that the customer-provided equipment or inside wire is causing or is likely to cause harm, the customer shall make such change as is necessary to remove such harm. Failure to make such change will result in disconnection of service until such change is completed to the satisfaction of the Company.
- 3. The customer may be required, as a condition of service, to pay in full all sums due the Company including, but not limited to, customer activity charges, termination charges, minimum charges, and reimbursement for loss or damage to Company facilities as may apply.
- 4. A customer must subscribe to, and be capable of providing operation for, sufficient quantities of local exchange service lines to provide adequate access to his customer-provided equipment and/or inside wire in accordance with accepted communications industry standards.
- 5. The customer must provide all of the terminal equipment and/or inside wire on the customer's side of the point of demarcation between Company owned equipment and customer-owned equipment.

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## **USE OF SERVICE AND FACILITIES (Cont'd)**

B. Customer Provided Equipment And Inside Wire (Cont'd)

Responsibility of the Customer (Cont'd)

- 6. Use of Company facilities or service in connection with any device for recorded public announcements is subject to the following conditions:
  - (a) For purposes of identification, customers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
  - (b) Customers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
  - (c) Non-published telephone service will not be furnished for use with recorded public announcements.
- Customer-provided systems, equipment, and inside wire must comply with the requirements of Part 68 of the Rules of the Federal Communications Commission.

#### Responsibility of the Company

- The Company shall not be responsible to the customer for changes in the technical criteria or in any of the facilities, operations or procedures initiated by the Company or appropriate regulatory agencies which might render any CPE obsolete or require modification or alteration of such equipment or otherwise affect its use or performance. The Company will make a reasonable effort to notify a customer in advance of changes in technical criteria, operations or procedures, which might affect CPE or systems.
- 2. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications systems, equipment, or inside wire.

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PSC MO. NO. 1 Section 8 Original Sheet 4

### **USE OF SERVICE AND FACILITIES (Cont'd)**

#### C. Use Of Subscriber Service

Local exchange telephone service, is furnished only for the use by the subscribers, their families, and associates. Telephone service cannot be obtained by the use of extension service from existing service.

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PSC MO. NO. 1 Section 9 Original Sheet 1

#### ESTABLISHMENT AND FURNISHING OF SERVICE

#### A. Application For Service

Applications for service must be made on the Company's standard form, which becomes a contract when accepted in writing by the Company, or upon the establishment of service. Applicants for service are required to pay in advance at the time application is made, all charges accruing for the first billing period for exchange service and equipment, and the service connection charge if applicable. The terms and conditions specified in such contracts are subject to all provisions of this and other applicable tariffs. Any change in rates, rules or regulations shall act as a modification of the contract to that extent, without further notice.

Requests from subscribers for additional service, equipment etc., may be made verbally, if the original contract provides for such additional service and equipment as may be ordered, and no advance payment will be required. A move from one location to another (Outside Move) within the same Exchange Area is not considered to terminate the contract and orders for such moves may be made verbally.

#### B. Telephone Numbers

The Company may change any or all numbers or the central office associated with such number whenever it deems it necessary in prudently conducting its business. Should it become necessary to make such a change, the Company will provide reasonable notice of the effective date and reason for the change.

If available, telephone numbers may be reserved for future use as requested by the customer. The telephone company reserves the right to change or use the reserved telephone number or central office designation, or both, whenever it deems it advisable in the conduct of its business to do so. Should it become necessary to change telephone numbers or central office designation, the customer will be given 30 days notice of this cancellation. A monthly charge of \$2.50 applies for each reserved number.

The applicable service connection charges apply on all telephone number changes made at the subscriber's request.

#### C. Alterations

The subscriber agrees to notify the Company promptly whenever any alterations or new construction on premises owned or leased by him will necessitate changes in the Company's wiring or equipment; and the subscriber agrees to pay the Company's current charges for such changes (Section 26).

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#### ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

#### D. Payment For Service

The subscriber is required to pay all charges for exchange services and facilities, and for toll messages in accordance with provisions contained in this tariff. The subscriber is held responsible for all charges for telephone service rendered at his telephone, both exchange and toll, including charges for toll messages on which the charges have been reversed.

#### 1. Bills

Regular monthly bills are due and payable upon presentation.

Customers generally are provided one copy of the regular monthly bill. Additional copies may be provided at a charge of \$.50 per each page copied.

The company shall itemize on the customer's bill any taxes and/or franchise fees.

Customer shall pay all sales, use, gross receipts, excise, access, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on the company's net income) subject to the commission's approval. Such taxes shall be separately stated on the applicable invoice. Surcharges or billing line items other than taxes and jurisdictional franchise fees must be authorized in tariffs approved by the Commission.

#### 2. Rendering of Bills

Bills for Flat Rate Exchange Service may be billed as a total of all items and may be rendered in advance with the billing and "due" dates so stated.

Bills for Toll Service will be rendered monthly in arrears with new toll listed separately.

#### 3. Collections

The bill becomes delinquent twenty-one (21) days after the billing date, except when the customer has had service discontinued for non-payment of an undisputed delinquent charge within the past twelve (12) months.

The Company may render a special toll billing to any customer who incurs toll or other charges at any time during the billing period which are equal to 400 percent of the amount of the deposit or guarantee previously required from such customers. Customers shall be informed of special toll billing by first class mail and the toll charges that remain unpaid for ten (10) days after such demand, or twenty-one (21) days from the billing date, whichever is less, such charges will be deemed delinquent. Service may be discontinued (disconnected) by the Company on all delinquent accounts.

A "restoral of service" charge of \$15.00 is applicable to each reconnection of service which has been discontinued for non-payment of charges due (Section 26). No allowance will be made for loss of service during the period service is disconnected before the completion of an order to terminate the service. Subsequent to the completion of an order to terminate the service, it may be at the option of the Telephone Company to re-establish only on the basis of a new application.

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#### **ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)**

#### D. Payment For Service (Cont'd)

#### 4. Subscriber about to Vacate Premise

The Company will hold a subscriber about to vacate a premise responsible for all service rendered up to and including the date specified by the subscriber for the discontinuance of service.

#### E. Maintenance and Repairs

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

#### F. Unusual Installation Costs

Where special conditions or special requirements of the subscribers involve unusual construction or installation costs, the subscriber may be required to pay a reasonable proportion of such costs. (Section 19)

#### G. Line Extensions

Lines will be extended for permanent customers in accordance with the guidelines established in Special Construction section of this tariff.

Where required by the conditions, applicants may be required to provide to the Company suitable private right-of-way.

Effective: January 10, 1999

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PSC MO. NO. 1 Section 10 Original Sheet 1

#### **TELEPHONE DIRECTORIES**

Upon issuance, a copy of each directory shall be distributed to all customers served by that directory and a copy of each directory shall be furnished to the Commission.

Issued: December 11, 1998 Issued By:

#### STATEMENT OF CUSTOMER'S RIGHTS AND RESPONSIBILITIES

Pursuant to Missouri Public Service Commission Rule 240-33.060 (3), Carrier will provide its Customers with the following information, at the time service is established:

#### A. Right and Responsibilities of Missouri Residential Telephone Customers

This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your right and responsibilities as a residential telephone Customer.

#### B. Your Telephone Bill

You will receive a telephone bill from us each month. Green Hills Telecommunications Services (GHTS) provides basic local telephone service (including access to 911, where available), long distance service (including collect calls) and certain custom calling services. Payment in full is due within 21 days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

#### C. Payment Arrangements

Payment may be sent to GHTS. Payment for service may be made by credit card or check, or may be paid in cash at an authorized location. If you are temporarily having difficulty paying your telephone bill, please call GHTS immediately at 1-800-846-3426. By doing this, you may avoid having your phone service disconnected or terminated.

#### D. Disconnection or Termination of Telephone Service

Your telephone service is subject to disconnection or termination for any of the reasons listed below. If service is terminated, a new telephone number will be assigned and you will be required to pay installation charges again. If service is disconnected, your telephone number is reserved for 10 days and you will not be charged installation charges again.

- Nonpayment of an undisputed delinquent account. Your service will not be discontinued for nonpayment of a delinquent charge until five days after a charge has become delinquent. Additionally, GHTS will make reasonable efforts to contact you at least 24 hours in advance prior to disconnecting your telephone service.
- 2. Unauthorized use of telephone utility equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- 3. Refusal after reasonable notice to permit inspection, maintenance, or replacement of telephone utility equipment.
- 4. Misrepresentation of identity in obtaining telephone utility service.
- Incurs charges and evidences an intent not to pay such charges when due.

Issued: December 11, 1998



#### E. Reconnection of Service

After local telephone service has been disconnected or terminated, GHTS will restore your service when the reason for the disconnection or termination has been remedied. Before restoring your service, the following will be required:

- Payment for all undisputed amounts must be received by GHTS.
- 2. Installation charges must be paid again if your service has been terminated. Installation charges will not be charged if your service has been disconnected.
- 3. One month's advance payment and/or a deposit has been made.

#### F. Procedures for Handling Inquiries and Complaints

Telephone inquiries may be directed to GHTS at 1-800-846-3426. Written inquiries may be directed to Green Hills Telecommunications Services, P. O. Box 227, Breckenridge, MO 64625.

#### G. Filing a Complaint with the Missouri Public Service Commission

If GHTS cannot resolve your complaint, you may call the Missouri Public Service Commission, located at 301 West High Street, 5<sup>th</sup> Floor, Jefferson City, MO 65101, toll free at 1-800-392-4211 to file an informal complaint.

If your complaint cannot be resolved informally, you may file a formal complaint, in writing, with the Missouri Public Service Commission at their mailing address: P. O. Box 360, Jefferson City, MO 65102.

Also, the Missouri Office of the Public Counsel, representing the public before the Public Service Commission, has an office at 301 West High Street, 2<sup>nd</sup> Floor, Jefferson City, MO 65101. The Public Counsel's telephone number is 1-573-751-4857.

Issued: December 11, 1998 Effective: January 10, 1999

PSC MO. NO. 1 Section 12 Original Sheet 1

## **ESTABLISHMENT AND MAINTENANCE OF CREDIT**

#### A. Establishment Of Credit

The Telephone Company is not obligated to furnish service to any individual or firm that has an unpaid and undisputed delinquent account for service previously rendered by the company at the same or different address, until arrangements have been made to liquidate such previous indebtedness to the company.

#### B. Deposits

The Company may require an applicant or an established customer to make a deposit to be held by the Company as a guarantee of the payment of charges subject to the following conditions:

The applicant is unable to establish that he has had a previous account with a telephone utility for a period of at least twelve (12) months for which all undisputed charges were satisfactorily paid or,

The applicant has not previously had telephone service for a twelve (12) month period and does not meet at least two of the following criteria:

- Has a valid major national charge card.
- 2. Has a valid major national oil company charge card.
- Home ownership (excluding mobile homes).
- Has a local charge card.
- 5. Has been employed two years or more with the same employer.
- 6. Has an existing loan from a financial institution not considered delinquent by the creditor.

A present customer may be required to post a deposit as a condition of continued service if undisputed charges in two (2) of the last twelve (12) billing periods have become delinquent or the customer has had service discontinued at any time during the preceding twelve (12) billing periods.

An applicant for service, or a present customer, may satisfy a deposit requirement by providing a Contract of Guaranty in an amount not to exceed the requested deposit, from a present customer with the telephone company, with at least two years of established service whose service has not been suspended for non-payment within the last twelve (12) months. The guaranty contract shall be on a form provided by the Telephone Company which shall include the Company's right to transfer charges to the limit of the guarantee, from a defaulted bill of the customer from whom a deposit or a Contract of Guarantee was required, to the guarantor's account or accounts and the further right to suspend the guarantor's service. A guarantor shall be released upon satisfactory payment by the customer of all undisputed charges during the last twelve (12) billing periods.

The Company shall permit a customer, concurrent with the beginning of service, to post a deposit in two (2) equal monthly installments or as otherwise agreed upon.

The Telephone Company will not require a deposit or contract of guaranty because of race, sex, creed, national origin, marital status, age, number of dependents, source of income, condition of physical handicap, or geographical area of residence of a customer or potential customer.

The amount of deposit for a new applicant will be twice the average monthly bill for all subscribers within the customer class. If, within the first six (6) months of establishing service, the customer incurs toll or other charges in a / one (1) billing period which are greater than 400% of the amount of the deposit previously required, an additional deposit may be required.

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#### ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

#### B. Deposits - (Cont'd)

The amount of deposit for a present customer will be twice that customer's average monthly billing for exchange and long distance charges when GHTS performs the billing and collection function for the long distance provider. The average monthly billing will be based on the actual billing for GREEN HILLS TELECOMMUNICATIONS SERVICES. The amount of deposit will be based upon the immediate months preceding the request for the deposit, not to exceed twelve (12) months.

Upon discontinuance or termination of service, the deposit and accrued interest will be credited to the charges stated on the final bill and the balance, if any, shall be returned to the customer within twenty-one (21) days of the rendition of such final bill.

Upon satisfactory payment of all undisputed charges during the last twelve- (12) billing periods, the deposit and accrued interest will be promptly refunded or credited against charges stated on subsequent bills. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute. The Company may withhold refund of a deposit pending the resolution of a dispute with respect to charges secured by such deposit.

On deposits held thirty (30) days or more, simple interest at the rate of nine percent (9%) per annum shall be credited annually to the account of the customer or paid upon 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.

A guarantor shall be released upon satisfactory payment of all undisputed charges during the last twelve (12) billing periods. Payment of a charge is satisfactory if received prior to the date upon which the charge becomes delinquent provided it is not in dispute.

The fact that a deposit has been made, or a guaranty provided, shall in no way relieve the applicant or the discontinuance of service for nonpayment of any charges due the Company for services rendered. The Company may discontinue service to any customer failing to pay undisputed delinquent charges without regard to the fact that such customer has made a deposit with the Company to secure payment of such charges or has furnished the Company with a guarantee in writing of such charges.

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## ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

#### C. Discontinuance Of Service For Failure To Establish Or Maintain Credit

Service may be disconnected for any of the following reasons:

Non-payment of an undisputed delinquent charge.

Service may be discontinued for failure to post a required deposit or guaranty after the Telephone Company has furnished five days written notice to the customer requiring the customer to furnish such deposit or guaranty. Service shall not be discontinued on a day when the offices of the Telephone Company are not available to facilitate reconnection of the service, or on a day immediately preceding such day.

Failure to substantially comply with the terms of a settlement agreement.

Refusal, after reasonable notice, to permit inspection, maintenance, or replacement of the Company's facilities.

Material misrepresentation of identity in obtaining telephone service.

Non-payment of undisputed, delinquent state or interstate long distance service charges billed by the Company or non-payment of undisputed delinquent exchange service charges including any FCC- approved end user charge or both.

As provided by federal or state law.

The failure to pay charges not subject to Commission jurisdiction, except as noted above, will not constitute cause for discontinuance.

Subject to the requirements of governing tariffs, service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service will not be discontinued on a day when the offices of the Telephone Company are not available to facilitate reconnection of service, or on a day immediately preceding such a day.

Service will not be discontinued for the reasons above unless written notice by the first class mail is sent or delivered to the customer five (5) days prior to the date of the proposed discontinuance. A notice of discontinuance will not be effective if a customer has pending with the Telephone Company a complaint concerning the charge upon which the notice is based.

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#### ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

#### C. Discontinuance Of Service For Failure To Establish Or Maintain Credit (Cont'd)

Twenty-four (24) hours prior to discontinuance the Telephone Company will make a reasonable effort to contact the customer and advise him of the proposed discontinuance and what steps must be taken to avoid the discontinuance.

Notwithstanding any other provisions of this or other governing tariffs, the Telephone Company will postpone a discontinuance for a time not in excess of twenty-one (21) days if the telephone is necessary to obtain emergency medical assistance for a person residing where the telephone service is provided and where such person is under care of a physician. Any person who alleges such emergency will, if requested, provide the Telephone Company with reasonable evidence of such necessity.

Notwithstanding any other provisions of this or other governing tariffs, service to a customer may be discontinued at any time after written notice has been sent by certified mail to the customer at his last known address and at the address where the service to be discontinued is provided if such customer:

- 1. Incurs charges not covered by a deposit or contract of guaranty and evidences an intent not to pay such charges.
- Damages or evidences an intent to damage Telephone Company equipment.

This notice shall state how the customer has evidenced an intent not to pay charges when due or evidenced an intent to damage telephone utility equipment.

#### D. Restoral of Service Charges

Where service has been discontinued for failure to maintain credit as specified above, the restoral of service charge will be made and collected by the Company.

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#### APPLICATION OF BUSINESS AND RESIDENCE SERVICE

The applicability of business and residence rates is governed by the actual or obvious use made of the service. The use to be made of the service will be ascertained from the applicant at the time of application for service.

#### **Business Service** A.

In offices, stores, factories, mines, and all other places of a strictly business nature.

In boarding houses, except as noted under B below, offices of hotels, halls, and offices of apartment buildings; quarters occupied by clubs, or lodges, public, private or parochial schools or colleges. hospitals, libraries, churches, and other similar institutions.

At residence locations when the subscriber has no regular business telephone and the use of the service either by themselves, members of his household, his guests, or parties calling him can be considered as more of a business than of a residence nature, which fact might be indicated by advertising either by business cards, newspapers, handbills, billboards, circulars, motion pictures, screens, or other advertising matter, such as on vehicles, etc., or when such business use is not such as commonly arises and passes over to residence telephone during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.

At residence locations, when an extension station or extension bell is located in a shop or other place of business.

In college fraternity houses.

In any location where the listing of service at that location indicates a business, trade or profession, except as specified under B below.

Where the place of business and the residence of a subscriber are on the same premises and no telephone is installed in the place of business, the rate shall be charged for the telephone installed in the residence.

#### В. Residence Service

In private residence where business listings are not provided.

In private apartments of hotels, rooming houses, or boarding houses where service is confined to the subscriber'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.

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

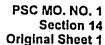
In the Pastor's Study of a church when it is listed as Pastor's Study.

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Issued By:

Breckenridge, Missouri 64625

James A. Simon, General Manager



#### INITIAL CONTRACT PERIODS -- FOR BASIC LOCAL TELEPHONE SERVICE

Except as hereinafter provided, the initial (or minimum) contract period for all services and facilities is one month at the same location. The rate for one full month of service including connection and applicable toll charges shall apply on service for less than the minimum service period.

The length of 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 subscribers to the day the succeeding directory is first distributed to subscribers.

The Telephone Company may require a contract period longer than one month at the same location for unusual construction necessary to meet special demands, and involving extra costs.

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In the case of basic local telephone service, service may be terminated prior to the expiration of the initial contract period upon notice being given to the Telephone Company, and upon payment of the termination charges given below, in addition to all charges due for service which has been furnished.

In the case of service for which the initial contract period is less than one month, charges for one full month shall apply.

In the case of directory listings where the listing has appeared in the directory, the charges due to the end of the directory period, except that in the following cases charges will be continued only to the date of termination of the extra listing, subject however, to a minimum charge for one month:

- 1. The contract for the main service is terminated.
- 2. The listed party becomes a subscriber to some class of exchange service.
- 3. The listed party moves to a new location.
- 4. The listed party dies.

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 will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber.

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

#### **DISCONTINUANCE OF SERVICE**

Service may be discontinued for any of the following reasons:

- Non-payment of an undisputed delinquent charge.
- 2. Failure to post a required deposit or guarantee.
- 3. Unauthorized use of the telephone company's equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
- 4. Failure to substantially comply with the terms of a settlement agreement.
- 5. Refusal after reasonable notice to permit inspection, maintenance, or replacement of the telephone company's equipment.
- 6. Material misrepresentation of identity in obtaining telephone utility service.
- 7. As provided by state or federal law.
- 8. Non-payment of undisputed, delinquent state or interstate long distance service charges billed by the Company or undisputed delinquent exchange service charges including any FCC approved end-user charge or both.

The failure to pay charges not subject to Commission jurisdiction shall not constitute cause for discontinuance of service except as stated above.

A written disconnect shall be sent by first class mail five (5) days prior to discontinuance of service. A Late Payment Charge will be applied to each customer's account receiving a disconnect notice. This charge is to compensate for the additional administration expenses associated with these accounts.

Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service shall not be discontinued on a day when the offices of the telephone company are not open to facilitate reconnection of service, or on a day immediately preceding such day.

At least twenty-four (24) hours preceding a discontinuance of service the telephone company shall make an effort to contact the subscriber and advise them of the discontinuance and what action must be taken to avoid it.

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#### **DISCONTINUANCE OF SERVICE (Cont'd)**

Discontinuance of service shall be postponed for a time not in excess of 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 telephone company with reasonable evidence of such necessity.

Notwithstanding any other provisions of this tariff, service to a customer may be discontinued at any time after written notice has been sent, certified mail, to such customer at his last known address and at the address where the service to be discontinued is provided such customer.

- 1. Incurs charges not covered by a deposit or guarantee and evidences an intent not to pay such charges when due; or
- 2. Damages or evidences an intent to damage telephone utility equipment, property or personnel.

The notice required by this section of this rule shall state how a customer has evidenced an intent not to pay charges when due or evidences an intent to damage telephone utility equipment.

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#### **DISPUTED BILLS**

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

- A. First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- B. The undisputed portion of the bill must be paid by the Due By Date shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim with the commission within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such claim must be made or service will be interrupted.
- D. The Company will not disconnect the Customer's service for nonpayment as long as the Customer complies with (A) and (B) above.
- E. The Company shall respond to the Commission's requests for information within ten (10) business days.
- F. Pursuant to the Commission's rules and policies, the Commission will review the claim of the disputed amount, communicate the result of its review to the Customer and Company.
- G. After the investigation and review are completed by the Company as noted in (A) above, if the Customer elects not to make a claim with the Commission, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted.

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#### SPECIAL SERVICES AND FACILITIES

Reserved for Future Use

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#### A. General

The charges, deposits and regulations specified below apply in connection with all classes of service or facilities furnished by the Telephone Company and are in addition to the installation charges applying in connection with particular classes of service or facilities and in addition to service connection and move charges which are covered separately in the other sections of this tariff.

Construction charges may be payable, at the option of the Telephone Company, at the time the application is made.

Plant extensions made by the Telephone Company in accordance with these rules, however financed, shall be and remain the property of the Telephone Company, or may be owned by some other company with whom the Telephone Company has a joint-user, resale, or interconnection agreement.

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

# B. Rules For Extensions Of Permanent Distributing Plant For Company Exchange Access Arrangements

Within the Base Rate Area

Within the base rate area the Telephone Company will extend its distributing plant to furnish basic exchange service to any applicant without requiring a construction charge. The base rate area includes and generally follows the incorporated city limits of village or town where service is provided and or where the Company has extended facilities.

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#### CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES (Cont'd)

#### C. Dual Use

Pursuant to 4 CSR 240-30.202, telephone lines may be installed in the same trench with other utility facilities unless, in the judgment of the Company, to do so would be dangerous, uneconomical, or impractical.

#### D. Rights-Of-Way And Easements

The Telephone Company will construct, own, operate, and maintain underground telephone lines only along public streets, roads, and highways which the Telephone Company has the legal right to occupy and on public lands and private property across which rights-of-way and easements satisfactory to the Telephone Company may be obtained without cost or need for condemnation by the Telephone Company.

1. Rights-of-way and easements, satisfactory to the Telephone Company, must be furnished by the applicant in reasonable time to meet construction and service requirements before the Telephone 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 inches of final grade, by applicant, at no charge to the Telephone Company. Such clearance and grading must be maintained by the applicant during construction by the Telephone Company.

## E. Advance Payments

The Telephone 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 Telephone Company an advance is required under the above described conditions, the Telephone Company has the right to refuse installation of the underground system until the required advance is paid to the Telephone Company.

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.

Any portion of an advance not refunded five years from the date the Telephone Company is first ready to render service with the extension will be retained by the Telephone Company and credited to the appropriate construction account.

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#### CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES - (Cont'd)

#### F. Temporary Facilities

Temporary facilities may be installed to provide service when necessary, for a maximum period of one year.

1. Where it is necessary to place temporary facilities in advance of the permanent underground telephone system in order to provide telephone service, the Telephone Company may require the applicant to pay the estimated non-recoverable costs of the temporary facilities. If the required costs under the above described conditions apply, the Telephone Company has the right to refuse installation of the temporary facilities until the required costs are paid to the Telephone Company.

#### G. Changes

If after the acceptance of request for service, the design of plant to be constructed is changed in a manner which increases the Company's estimated installation costs, or the estimated costs of installation are increased for any other reason caused by the applicant, the Company may defer or discontinue installation of its facilities until such time as such additional cost is paid by the applicant to the Company.

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James A. Simon, General Manager P.O. Box 227 Breckenridge, Missouri 64625

# CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES (Cont'd)

## H. Special Construction and Facilities

The Telephone Company will provide an estimate of actual charges to the customer prior to the start of construction.

The customer will provide the Company without charge written permission for the placing of the Company's facilities on the property.

Where no facilities are in place, the Company will build and extend facilities at prices to be determined on an individual case basis.

Ownership of all facilities constructed under this section up to the demarcation point will remain with the Telephone Company.

Special construction is that construction undertaken:

- where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- 2. of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- 4. in a quantity greater than that which the Company would normally construct;
- 5. on an expedited basis;
- 6. on a temporary basis until permanent facilities are available;
- 7. in advance of its normal construction;
- involving abnormal costs.

Where the Company furnishes a facility on a special construction basis, charges will be based on the costs incurred by the Company and may include: (1) non-recurring type charges; (2) recurring type charges for contract periods longer than one month; (3) termination liabilities; or (4) combinations thereof.

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#### **VACATION RATE**

Upon request from a subscriber having any class of exchange service, the service may be suspended for a period of one month or more. No outward or inward service is provided during the period of suspension. Only one period of suspension, not to exceed four months, is allowed in any calendar year.

Temporary suspension of service may begin and terminate on any day of the month, provided reasonable notice is given in advance. The appropriate service connection charges for restoration of service will apply.

The reduction in rate for the period of suspension is equal to 50 percent of the exchange service charges, including charges for extension stations and directory listings.

Bills are rendered at the regular rate at regular billing dates during the period of suspension. Payment for local service equal to the anticipated suspension period shall be made in advance and the allowance applied after the service is restored.

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#### **EXTENSION STATIONS**

Detached extension stations are provided upon customer request on the customer's premises or at off-premises locations only if facilities are available. Customers may be required to reimburse the Company for a portion of the construction costs according to the rules and regulations as specified in Construction Charges section of this Tariff. In the case of off-premises extensions primary exchange service generally must be available at the same location as the detached extension.

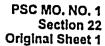
Extension stations may be connected with all classes and grades of local service.

Mileage charges apply for each extension station which is located in a different building on the same premise and over one hundred fifty feet (150') from the main station.

See "Mileage Charges" section of this Tariff for applicable rates. (Section 27)

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# **ENHANCED EMERGENCY NUMBER SERVICE (E911)**

The GREEN HILLS TELECOMMUNICATIONS SERVICES (GHTS) is obligated to supply the E-911 service provider in the Company's service area (the E-911 service provider) with information necessary to update the D-911 database at the time the Company submits customer orders to the local exchange company whose service is being resold pursuant to these tariffs.

At the time the GHTS provides basic local service to a customer by means of the GHTS's own cable pair, or over any other exclusively owned facility, the GHTS will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911.

The GHTS will be obligated to provide facilities to route calls from the end users to the proper PSAP. The GHTS recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the GHTS.

The GHTS will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity pursuant to RSMo. 190.310.

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P.O. Box 227
Breckenridge, Missouri 64625

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#### **DEFINITIONS**

#### **APPLICANT**

Any person, partnership, cooperative corporation, corporation, lawful entity, or any combination thereof requesting service from GREEN HILLS TELECOMMUNICATIONS SERVICES.

## **ACCESS LINE**

See "Central Office Access Line".

# CENTRAL OFFICE ACCESS LINE

A circuit extending from the central office equipment up to and including the demarcation point located on the customer's premises. Central Office access line service includes tone dial service, toll free calling to any other customer residing within the same local exchange calling area of the incumbent local exchange telephone company as of 1-1-98, and 1+ access to their interexchange carrier of choice for both InterLATA and IntraLATA long distance services. (commonly referred to as presubscription).

#### **CHANNEL**

The term "Channel" designates the electrical path provided by the Telephone Company between two or more locations.

#### CIRCUIT

The term applies to a channel used for the transmission of electrical energy in the furnishing of telephone service.

# CONNECTING COMPANY

A corporation, association, partnership or individual owning or operating one or more exchanges and with whom traffic is interchanged.

#### **CUSTOMER**

Any person, firm, partnership, corporation, municipality, cooperative, organization, governmental agency, etc., provided with services by GREEN HILLS TELECOMMUNICATIONS SERVICES.

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James A. Simon, General Manager P.O. Box 227 Breckenridge, Missouri 64625

# **DEFINITIONS (Cont'd)**

#### CONTRACT

The term "Contract" refers to the service agreement between a subscriber and the Telephone Company under which service and facilities are furnished in accordance with the provisions of the Tariffs applicable.

#### **DEMARCATION POINT**

The point of connection, provided and maintained by the telephone utility to which the station wiring become dedicated to an individual customer's use. For an individual customer dwelling; this point of connection will generally be the modular jack incorporated into the customer side of the Network Interface Device (NID). The drop wire and the network protector will continue to be provided by, and remain the property of, the telephone company. The demarcation point is usually the point at which the telephone company wiring connects with the customer's wiring.

## **EXCHANGE SERVICE**

The furnishing of facilities for communication within an exchange area, in accordance with the regulations and charges specified in the Local or General Exchange Tariffs.

## **EXTENDED AREA SERVICE**

Extended Area Service (EAS) means telephone Service furnished between end user customers located within an exchange area and all of the end user customers of an additional exchange area. Extended Area Service is only for calls both originating and terminating within the defined extended area.

#### **EXTRA LISTING**

An extra listing is any listing of a name or information in connection with a subscriber's telephone number beyond that to which he is entitled in connection with his regular service.

#### INDIVIDUAL CASE BASIS

Rates for Dedicated Access, Private Lines and Centrex services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the services and will be made available to customers in a non-discriminatory manner. Terms of specific ICB contracts will be made available to the Missouri Public Service Commission Staff upon request on a proprietary basis.

#### **INDIVIDUAL LINE**

A Central Office Access Line to provide one-party service. (Not a private branch exchange trunk)

# INSTALLATION CHARGE

A nonrecurring charge made at the time of installation of communications service or facilities, which may apply in place of or in addition to Service Charges and other applicable charges for service.

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## **DEFINITIONS (Cont'd)**

## LOCAL EXCHANGE SERVICE

Telecommunications within a local service area in accordance with the provisions of the Company's Tariffs.

#### **LOCAL MESSAGES**

A Local Message is a communication between subscribers located within the same Exchange Area.

## **LOCAL SERVICE AREA**

That area throughout which a subscriber to local exchange service, at a given rate, can call other subscribers without the payment of a toll charge.

# **NETWORK INTERFACE DEVICE (NID)**

A device wired between the telecommunications protector and the inside wiring to isolate the customer's equipment from the network.

#### **PREMISES**

All of the building or the adjoining portions of a building occupied and used by the subscriber; or all of the buildings occupied and used by the subscriber as a place of business or residence, which are located on a continuous plot of ground not intersected by a public highway.

#### PRIVATE BRANCH EXCHANGE TRUNKS

(See Central Office Access Line)

#### **PRIVATE LINE**

A circuit provided to furnish communication between two or more instrumentalities directly connected to it. Such instrumentalities do not have access to the general exchange and interexchange networks.

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# **DEFINITIONS (Cont'd)**

### SERVICE CHARGE

The charge a customer is required to pay at the time of the establishment of telephone service or subsequent changes to that service.

#### SERVICE ORDERING CHARGE

For work involved in receiving, recording and transmitting information for establishment of telephone service or subsequent change to that service including directory listing.

# **SUBSCRIBER**

As used in this Tariff, a separate subscriber is involved at each location, or continuous property, where service is furnished. One individual or firm therefore may be considered as two or more separate subscribers even in the same Exchange. The privileges, restrictions and rates established for a subscriber to any class of service are limited to the service at one location; and no group treatment of service at separate locations, furnished to one individual or firm, is contemplated or to be implied, except when definitely provided for in the schedules.

# **TOLL MESSAGE**

A message from a calling station to a station located in a different local service area.

#### **TOLL SERVICE**

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

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James A. Simon, General Manager

#### NUISANCE CALL INVESTIGATION

Nuisance Call Investigation is generally determined to be a public service offering and may be provided, where switching facilities permit, to the public to insure its well-being and safety. Nuisance Call Investigation service is only provided at the written request of law enforcement agencies and / or by Court Order.

The duration of a nuisance call investigation is generally limited to a 60-day period or the duration of the court order, but may be extended if deemed necessary to further protect the public's well-being and safety.

The Telephone Company must conform to all local, county, state and federal laws applying to nuisance call investigations, and the delivering of results thereof.

Generally, a nuisance call investigation request must be initiated jointly by the governing law enforcement agency and customer in a document conforming to the local, county, state or federal law. Furthermore, the party requesting such an investigation must orally or in writing express his willingness to prosecute whenever possible.

Results of nuisance call investigations are limited to the identification of the line and not the party originating the call; and, said results will only be submitted to the law enforcement agency originating the request.

Generally, the Telephone Company will make no charge to the party requesting a nuisance call investigation. However, the Telephone Company may apply a \$8.00 non-recurring service order charge and a \$4.00 charge will also apply for each completed Customer Originated Trace. (Section 28)

#### LOCAL EXCHANGE SERVICE

#### A. General

Local Exchange Service consist of services furnishing switched communication in connection with one-way and/or two-way information transmission points within a Local Calling Area offered pursuant to this tariff. Local Exchange Services provide a Customer with a connection to the public switched network which enables the Customer to:

- 1. receive calls from other stations on the public switched telephone network;
- 2. access the Company's Local Services as set forth in this tariff;
- 3. access intraLATA, interLATA, intrastate, interstate and international calling services provided by other certified common carriers;
- 4. access (at no additional charge) the Company's business office for service related assistance; access toll-free telecommunications services such as 800, 888 and 877 NPA.

Local Exchange Services may be used to originate calls to other telephone companies' caller-paid information services (e.g. NPA 900, etc.). Calls to those numbers and other numbers used for caller-paid information services can be blocked by the Company's switch at the Customer's request. Customers that request Call Blocking will be charged as per this tariff.

Local Exchange Service provides an individual access line for the transmission of two way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer's premise and a serving central office that provides Customer access to the switched network for placing and receiving calls. The individual access line also enables the Customer to access the service of long distance carriers. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

#### B. Rates

All rates shown are for the period of one month.

Access Lines	Monthly Rate
Residence	\$ 6.50
Business	\$13.00

The Customer is provided an individual access line and unlimited calling within their local calling area.

Touch Tone service provides for the origination of calls by means of instrumentalities equipped for tone-type signaling. There is no charge associated with Touch Tone service.

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#### SERVICE CONNECTION CHARGES

#### A. General

The term "Service Connection Charges" is used to define the non-refundable charges made for the establishment of a class of telephone service or subsequent additions, moves, or changes to that service.

Service Connection Charges are in addition to any other scheduled rates and charges normally applying under the tariffs. They apply in addition to and not in lieu of Mileage Charges, Installation Charges, or Construction Charges made because of unusual costs in establishing service.

Service Connection Charges are payable at the time application is made for the particular service or facility, and prior to the establishment of service, or upon presentation of a bill. Service may be established in advance of payment in the case of Service Connection Charges for additions to the service of existing subscribers or for Departments, Administrations, and Agencies of the Federal, State, County, Township, or Municipal Governments.

#### B. Multi Element Charge Plan

#### Elements Covered:

#### SERVICE ORDER CHARGE 1.

Covers all work associated with creation and processing of service order, including initial interview with subscriber, work done as to application for service and other permanent records, typing service orders, distribution of service order copies and completion of all other records originating from service orders.

#### 2. CENTRAL OFFICE ACCESS CHARGE

Covers all work (i.e. central office wiring, programming, or outside wiring) involving the access line extending from the Company's Central Office to the protector and or demarcation point on the subscriber's premises. One charge will apply for each access line. This charge does not anticipate "construction" which is covered in other parts of these tariffs.

#### 3. RESTORAL OF SERVICE CHARGE

Where service has been discontinued for nonpayment of any charges due or for failure of the subscriber to establish credit in accordance with regulations, the following charges apply for reconnecting all services and facilities being provided a subscriber at one location.

#### 4. PREMISE VISIT CHARGE

The charge applicable for each visit to a customer's premises in connection with completion of a service order when requested by the customer.

#### 5. MAINTENANCE OF SERVICE CHARGE

The charge applicable for each visit to a customer's premises in connection with a service difficulty when it is determined that the difficulty was due to a condition in a customerprovided terminal equipment connected to company facilities.

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# SERVICE CONNECTION CHARGES - (Cont'd)

#### C. Rates

Service Order Charge			\$8.00
Central Office Access Charge.			\$20.00
Restoral of Service Charge			\$14.50
Premise Visit Charge			\$12.00
Maintenance of Service Charge			\$20.00

#### D. Conditions

Service connection charges do not apply to:

- 1. Directory Listings
- 2. In the following instances, provided service and facilities are assumed prior to their discontinuance and without lapse in rendition of service or billing for service:
  - (a) A Change of name without a change of ownership.
  - (b) A change of ownership without a change of name.
  - (c) When one member of a family applies for the service previously contracted for by another member of the same family residing in the same household.
- 3. When a receivership for an existing subscriber is established or terminated.
- 4. Service changed from a residence to a business classification, or vice versa, without change in the identity of the subscriber.
- 5. Service re-established after the destruction or partial destruction of the subscriber's premises by means beyond the control of the subscriber whether at the same or another location. However, if service is established at a new location and the subscriber later moves back to the old location, the Service Connection Charge is applied in connection with reestablishment of service at the old location.

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#### **MILEAGE CHARGES**

Mileage rates apply for extending standard voice grade intra-exchange service between locations on the same premises, or between premises where adequate facilities exist. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

# **Detached Extension Mileage**

Below is the rate for a detached extension, airline mileage measurement via the central office if that route is necessary.

		Monthly <u>Rate</u>
a.	Between buildings on different premises -	
	First 1/4 mile or fraction thereof	\$4.00
	Each additional 1and 1/4 mile	2.00
b.	Between buildings on the same premises -	
	First 1/4 mile or fraction thereof	\$0.50
	Each additional 1 and 1/4 mile	0.50

#### Local Loop Rental

The following charges apply to Private Line Voice, Teletype (Not TWX), Data, Metering or Control Channels where necessary facilities are available. When facilities are not available, the customer may be required to pay an additional charge or to contract for service beyond the initial period, or both.

The total mileage is the sum of the airline mileage from each point to its serving central office, with fractional 1/4 miles treated as full 1/4 miles, for each two point segment of distance.

## Charges per cable pair:

	Monthly Rate
First 1/4 mile or fraction thereof	\$4.00
Each additional 1 and 1/4 Mile	\$2.00

(For each terminated segment where segments are permanently tied together, combined mileage applies.)

When facilities must be constructed to provide service to an applicant beyond the Base Rate Area, charges shall be determined on an individual case basis.

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#### **OPTIONAL SERVICES**

## **Custom Calling Services**

#### A. General

Custom Calling Services are optional telephone service arrangements which may be provided only from central offices so equipped to provide one or more custom calling features. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

#### B. Rates

1.	Individual	Services	Monthly Rate
	(a)	Call Waiting	\$ 2.25
	(b)	Call Forwarding	\$ 1.00
	(c)	Three Way Calling	\$ 1.00
	(d)	Speed Calling - 8 Number	
	(e)	Speed Calling - 30 Number	

#### C. Conditions

Call Waiting – By means of a tone signal a customer who is using his telephone is alerted when another caller is trying to reach that station. This permits putting the first call on hold so that a second call can be answered.

Call Forwarding – Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which he wants all incoming calls to be automatically transferred. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Customers utilizing Call Forwarding service are responsible for the payment of charges for each toll call between the telephone to which the call was transferred.

Three Way Calling – Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.

Speed Calling — Enables a customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. Customer may subscribe to only one of either the 8 Code capacity or 30 Code capacity on the same line.

Custom Calling Services will be provided in connection with residence and business service.

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## **Distinctive Ring Service**

#### A. General Regulations

Distinctive Ring allows a customer to establish up to two telephone numbers on the same local exchange access line and distinguish calls to each number by a distinctive ringing pattern. The billing number is called the Primary Number and additional associated telephone number is called Distinctive Number. A customer may subscribe to one Distinctive Ring Number. The standard ringing pattern is provided for the Primary Number. Unique ringing is provided for the Distinctive Ring Number.

Distinctive Ring is available in conjunction with compatible residence and business service where technology, facilities and telephone numbers are available.

Some customer provided terminal equipment may not recognize the distinctive ringing patterns associated with this service.

In addition to the provisions of this Tariff, the Telephone Company shall not be liable for any loss or damages arising out of error, interruptions, defects, failure or malfunctions of Distinctive Ring or equipment. Damages arising out of such interruptions, defects, failures, or malfunctions of this service after the Telephone Company has been notified, and has had a reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service for the period following notice from the customer until service is restored.

The Primary number is the telephone number associated with the access line and therefore is allowed direct-dialed Directory Assistance calls in accordance with the Directory Assistance Service section of this Tariff. No additional call allowances are provided with Distinctive Ring.

One directory listing is provided for each telephone number associated with Distinctive Ring Service. Private Service is available, at no charge for all telephone numbers associated with Distinctive Ring. Private Service rates shown in the Directory Listings section of this Tariff apply to the Primary number only.

Additional listing rates and extra or alternate listing rates shown in the Directory Listings section of this Tariff apply to Primary and Distinctive Ring numbers.

If a customer requests a change in the listings for telephone numbers associated with Distinctive Ring Service, the regular Service Connection Charges of this Tariff will apply.

Distinctive Ring customers who subscribe to Call Forwarding can choose one of two forwarding arrangements. The first arrangement forwards the Distinctive Ring number(s) along with the Primary number when it is forwarded. The second arrangement provides no forwarding of the Distinctive Ring number(s). A forwarding arrangement must be selected at the time Distinctive Ring is ordered. If a customer later requests a change in forwarding, the regular Service Connection Charges of this Tariff will apply.

If a customer requests a number change for either the Primary number, or the Distinctive Ring number, the regular Service Connection Charges of this Tariff will apply.

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## Distinctive Ring Service (Cont'd)

#### B. Residence and Business Rates

The following rate apply in addition to the established rates and charges for the services with which these features are associated:

Monthly Rate

Distinctive Ring Service (per number)

\$2.25 (1)

#### Warm Line Service

### A. General Regulations

Warm Line is an feature which gives the customer 30 seconds after going off-hook to dial a number before it automatically dials a predesignated number. This feature allows the customer to use the telephone line normally, but to go to a designated number by simply staying off-hook.

Warm Line is available in conjunction with compatible residence and business service where technology, facilities and telephone numbers are available.

In addition to the provisions of this Tariff, The Telephone Company shall not be liable for any loss or damages arising out of error, interruptions, defects, failure or malfunctions of Warm Line or equipment. Damages arising out of such interruptions, defects, failures, or malfunctions of this service after the Telephone company has been notified, and has had a reasonable time for repair, shall in no event exceed an amount equivalent to the charges made for the service for the period following notice from the customer until service is restored.

#### B. Residence and Business Rates

The following rate applies in addition to the established rates and charges for the services with which these features are associated:

Monthly Rate

Warm Line Service

\$2.25 (1)

(1) The regular Multi-Element Non-Recurring Charges apply on all charges made at the subscriber's request.

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#### **CLASS Service**

### A. General Regulations

Class Service is a group of central office call management features offered in addition to basic telephone service. Class Service consists of the following features:

# 1. Definitions of Feature Offerings

#### **Automatic Callback**

Automatic Callback, when activated, automatically redials the last number the customer attempted to call. If the called line is not busy, the call will be placed. If the called line is busy, a confirmation announcement is heard, the customer hangs up and a queuing process begins. For the next 30 minutes, both the calling and called lines are checked periodically for availability to complete the call. If during the queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone, the call will automatically be placed.

#### Automatic Recall

This feature enables a customer to place a call to the telephone number associated with the most recent call received, whether or not the call was answered or the number is known. The customer can dial a code to request that the network place the call.

If the called line is not busy, the call is placed. If the called line is busy, a confirmation announcement is heard, the customer hangs up, and a queuing process begins. For the next 30 minutes, both the calling and the called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customers picks up the telephone, the call will automatically be placed.

# Calling Number Identification

This feature enables the customer to view on a display unit the Directory Name and/or Number (CPN) on incoming telephone calls.

When Caller ID is activated on a customer's line, the CPN of incoming calls are displayed on the called CPE during the first long silent interval of the ringing cycle.

Per line blocking for the blocking of the CPN will be available upon request, at no charge, to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to GREEN HILLS TELECOMMUNICATIONS SERICES (a) private, nonprofit, tax exempt, domestic violence intervention agencies and (b) federal, state, and local law enforcement agencies. The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the customer by dialing an access code immediately prior to placing a call.

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# **OPTIONAL SERVICES (Cont'd)**

CLASS Service (Cont'd)

## A. General Regulations (Cont'd)

1. Definitions of Feature Offerings (Cont'd)

Calling Number Identification (Cont'd)

Line blocking customers can unblock their CPN information on a per call basis, at no charge, by dialing an access code (#82 on their Touch Tone pad or 1182 from a rotary phone) immediately prior to placing a call.

A customer may prevent the delivery of their calling name and or number to the called party by dialing an access code (#67 on their Touch Tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification customers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer-Owned Pay Telephone Service. If the Caller ID customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

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

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator handled calls.

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#### CLASS Service (Cont'd)

## A. General Regulations (Cont'd)

1. Definitions of Feature Offerings (Cont'd)

Caller ID - Name and Number

This feature enables the customer to view on a display unit the Directory Name and Number on incoming telephone calls.

When Caller ID Name and Number is activated on a customer's line, the Directory Name & Numbers of incoming calls are displayed on the called CPE during the first long silent interval of the ringing cycle.

If the calling telephone number and name are not available for forwarding to the called party, a message indicating unavailability will be forwarded.

**Customer Originated Trace** 

Customer Originated Trace enables the customer to initiate an automatic trace of the last call received.

Upon activation by the customer, the network automatically sends a message to the Company indicating the calling number, the time the call was received, and the time the trace was activated. The customer using this feature would be required to contact the local business office for further action. The customer is not provided the traced number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

Only calls from appropriately equipped and technically capable area are traceable using Customer Originated Trace.

If the customer receives another call after hanging up from the annoying call, prior to activating the trace, Customer Originated Trace will not record the correct number.

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### **CLASS Service (Cont'd)**

## A. General Regulations (Cont'd)

1. Definitions of Feature Offerings (Cont'd)

# Distinctive Ringing \ Call Waiting

Distinctive Ringing \ Call Waiting provides a distinctive ringing pattern to the subscribing customer for calls received from specific telephone numbers.

The customer creates a screening list of up to thirty telephone numbers through an interactive dialing sequence. When a call is received from one of the predetermined telephone numbers, the customer is alerted with a distinctive ringing pattern. Calls from telephone numbers not included on the screening list will produce a normal ring.

If the customer subscribes to Call Waiting and a call is received from a telephone number on the Selective Distinctive Ringing \ Call Waiting screening list while the line is in use, the Call Waiting tone will also be distinctive.

When a telephone number on the Selective Distinctive Ringing \ Call Waiting screening list also appears on the Selective Call Forwarding list, the Selective Call Forwarding will take precedence. Likewise, when the same number is shown on the Selective Call Rejection list, the call will be blocked.

A customer's line will not produce a distinctive alert if the calling line is not referenced to and originated by the main telephone number or a Telephone Number identified number than represents all the lines in a collection of lines, such as multi-line hunt groups.

#### Selective Call Acceptance

This feature provides the customer the ability to screen incoming calls against a list of up to thirty subscriber-specified directory numbers and then accepts any calls only from those specified directory numbers.

A screening list is created by the customer either by adding the last number associated with the line (incoming), or by pre-selecting the telephone numbers to be accepted. When a call is placed to the customer's number from a number not on the screening list, the call receives an announcement indicating that the party he is attempting to call does not wish to receive calls at this time.

This feature will not work if the incoming call is from a telephone number in a multi-line hunt group, unless the telephone number is the main telephone number for the hunt group, or is Telephone Number identified.

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### CLASS Service (Cont'd)

# A. General Regulations (Cont'd)

1. Definitions of Feature Offerings (Cont'd)

Selective Call Forwarding

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

If the customer also subscribes to Selective Call Rejection and the same telephone number is entered on both screening lists, the Selective Call Rejection features must be deactivated to allow the call to forward.

This feature will not work if the calling line is not referenced to and originated by the main telephone number, or a Telephone Number identified number that represents all the lines in a collection of lines such as multi-line hunt groups.

Selective Call Rejection

This feature provides the customer the ability to prevent incoming calls from up to thirty different telephone numbers.

A screening list is created by the customer either by adding the last number associated with the line (incoming), or by pre-selecting the telephone numbers to be blocked. When a call is placed to the customer's number from a number on the screening list, the caller receives an announcement indicating that the party he is attempting to call does not wish to receive calls at this time.

If the customer also subscribes to Selective Call Forwarding and/or Selective Distinctive Ringing \ Call Waiting and the same telephone numbers appear on those screening lists, Selective Call Rejection will take precedence.

This feature will not work if the incoming call is from a telephone number in a multi-line hunt group, unless the telephone number is the main telephone number for the hunt group, or is Telephone Number identified.

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#### CLASS Service - (Cont'd)

## B. Regulations and Limitation of Service

- 1. The following limitations apply:
  - a. Class Service is provided subject to the availability of facilities. Additionally, the features described will only operate on calls originating and terminating within appropriately equipped offices, or similarly equipped offices of interconnecting Local Exchange Companies and interexchange carriers. Also, feature screening lists can only contain telephone numbers of subscribers served out of appropriately equipped and technically capable offices.
  - b. Class Service cannot be provisioned on an originating basis with, Toll Terminals, Trunks, or some Remote Switching Locations.

### C. Residence and Business Rates (1)

1. Rates for the following CLASS Services with the exception of Customer Originated Trace will be charged on a monthly basis.

		Monthly Rate
a.	Automatic Callback	\$2.25
b.	Automatic Recall	\$2.25
C.	Caller ID	\$4.00
d.	Caller ID Name & Number	\$6.00
e.	Distinctive Ringing \ Call Waiting	\$2.25
f.	Selective Call Acceptance	\$2.25
g.	Selective Call Forwarding	\$2.25
ĥ.	Selective Call Rejection	\$2.25

(1) Only one Service Connection Charge applies when more than One CLASS Service is ordered or changed simultaneously.

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# **Packaged Services**

# A. General

Custom Calling Services, Distinctive Ring Service and CLASS Services as described in this Section, are available package configurations.

# B. Rates

		Monthly Rate
1.	Package I. Call Waiting, 3 Way Calling, Signal Ring and one of the following – Return Call, Selective Call Rejection, Repeat Dial or Selective Call Forward	7.50
^	Produced II. Coll ID. C. L. C. Coll D. C. C.	
2.	Package II. Call ID, Selective Call Rejection plus one of the following Selective Call Ring, Repeat dialing or Selective Call Forward	7.00
3.	In Touch with Call Forwarding, Includes Call Waiting, 3 Way Calling, Call Forwarding, Call Busy & Call Forwarding-No Answer	4.50
4.	In Touch with Signal Ring. Same as 3 above plus Signal Ring	5.50
5.	In Touch with Call Return. Same as 4 above plus Call Return	6.00
6.	Call Manager. Same as 5 above plus Repeat Dialing	7.50
7.	Call Manager Plus. Call Waiting, 3 Way Calling, Call Forwarding, Return Call, Repeat Dialing & Caller ID	8.50
8.	Green Hills Essentials. Call Waiting, 3 Way Calling, Call Forwarding, Return Call, Repeat Dialing, Call Waiting ID, Caller ID With Name w/ACR, Call Forwarding-Busy & Call Forwarding-No Answer	10.00

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# Packaged Services (Cont'd)

# C. Rates (Cont'd)

		Monthly Rate
9.	Green Hills Elite. Call Waiting, 3 Way Calling, Call Forwarding, Return Call, Repeat Dialing & Caller ID Name with ACR, Call Forwarding-No Answer and Call Waiting Options	14.50
10.	Green Hills Advantage. Call Waiting, Return Call, Caller ID-Number, Call Forwarding-Busy & Call Forwarding-No Answer	7.50
11.	Green Hills Advantage w/name. Call Waiting, Return Call, Call Waiting ID & Caller ID with Name With ACR	9.50

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#### **DIRECTORY LISTINGS**

#### A. General

The following rates are applicable to the alphabetic section of the telephone directory for business or residence customers. The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this tariff.

#### B. Rates

1 Additional extra or alternate listings	Additional, extra, or alternate listings.	Monthly Rate	
••	Per listing	\$ 1.00	
2.	Private service, per listing	\$ 1.00	

#### C. Conditions

- A primary listing, which may include the name, address and telephone number of the individual, organization, firm or corporation for whom the service has been contracted, will be furnished at no charge.
  - a. Listings will be limited to such information as is necessary for proper identification.
  - b. The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
  - c. The Company may refuse to insert any listing which, in its judgment does not facilitate the use of the directory.
- Additional listings may be furnished with business or residence service for persons who
  occupy the same premises at the rates shown above. An additional listing may include the
  same address and telephone number as the primary listing.

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# **DIRECTORY LISTINGS - (Cont'd)**

# C. Conditions – (Cont'd)

- 3. An alternate call listing refers a calling party to certain other telephone numbers such as after business hours, on Sundays, holidays, or if there is no answer on the first listed number. Where the alternate call number is that of another customer, the listing will be furnished only with written approval of the other customer.
- 4. A foreign or nonsubscriber listing is furnished customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for a foreign company listing will be the rate of the company in whose directory the listing appears. The Conditions of paragraph C. 1. above shall apply.
- 5. Private service is the omission of a customer's listing from both the telephone directory and directory assistance records.
  - a. When private service is to be furnished, the customer will hold the Company harmless from any damages which might arise, and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the private listing.
  - b. No charge will apply for private service when two or more access lines are connected via trunk hunting and the first number of the group is listed.
- 6. The charge for additional, alternate or private listings is effective the day the directory assistance record is posted.
- 7. The contract period for directory listings is:
  - a. For those services that appear in the directory, the directory period; unless the listing is no longer applicable because of disconnection, removal, etc., of the services with which it is associated. The directory period starts on the day the directory is distributed and concludes the day that the succeeding directory is distributed.
  - b. For those services that do not appear in the directory; 30 days.

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### **DIRECTORY LISTINGS - (Cont'd)**

# A. General Regulations

- 1. 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 or subscribers.
- 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 subscribers' service. Special arrangement 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.
- 3. Names in directory listings shall be limited to the following:
  - a. In connection with residence service:
    - (1) The individual name of the subscriber, or
    - (2) The individual name of a member of the subscriber's family.
  - b. In connection with business service:
    - (1) The individual name of the subscriber, or
    - (2) The name under which the subscriber or joint user is actually doing business as evidenced by signs on the premises, by letterheads, and by name under which a bank account is carrier, or
    - (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 the subscriber, or
    - (5) The names of departments when such listings are deemed necessary from a public reference viewpoint.

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### **DIRECTORY LISTINGS-(Cont'd)**

# A. General Regulations - (Cont'd)

4. Whenever any question arises as to the right of a subscriber (1) to list the name of a business which he claims he is authorized to represent; or (2) to use a listing which includes the trade name of another; the Telephone Company is privileged to require the subscriber to secure from the owner of such name, written authority so to use it, addressed to the Telephone Company for the acceptance for insertion or for the continuance of such listings; and is privileged to refuse to accept or to delete such listing where (1) such written authority is not so furnished or (2) such authority is withdrawn by such owner in writing to the Telephone Company.

### 5. Primary Listings

- a. One listing without charge, termed the primary listing, is provided as follows:
  - (1) For each separate subscriber service. When two or more main station lines or PBX trunk lines are consecutively operated, the first number of the group is considered the primary listing.

## B. Regular Extra Listings

- 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 subscriber is a corporation, and for any business establishment, the names of associates or employees of the subscriber. No other class of listing, such as service, agency, commodity, etc., will be accepted.
- 2. Residence extra listings may be the names of members of the subscriber's immediate family.

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# **DIRECTORY LISTINGS-(Cont'd)**

# B. Regular Extra Listings – (Cont'd)

- 3. Ordinarily, all extra listings must be of the same address and telephone number as the primary listing, except as provided below for alternate listings. However, when in the opinion of the Telephone 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.
- 4. Regular Extra Listings are furnished at the rate quoted in this section.
- 5. Extra Listings charges (except for listings of alternate call numbers and office hours) date from the time the listing is posted on the information records. Information records are posted at the time application for the listing is made, 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 the directory.

# C. Special Types Of Extra Listings

- 1. Duplicate and cross reference listings
  - (a) Duplicate listings, i.e., listings of nicknames, abbreviated names, names which are commonly spelled in more than one way, and rearrangements of names, are permitted when, in the opinion of the Telephone Company, they are necessary for the proper identification of the subscriber, and are not desired to secure a preferential position in the directory or for advertising purposes.
  - (b) Cross reference Listings are permitted when their use will facilitate in the handling of telephone calls.
  - (c) The Regular Extra Listing rate applies for each Duplicate or Cross Reference Listing.

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### **DIRECTORY LISTINGS-(Cont'd)**

# C. Special Types Of Extra Listings - (Cont'd)

- 2. Alternate Call Number Listings
  - (a) Listing of an alternate telephone number, other than those covered under paragraph 4-a "Office Hour Listings" of this Tariff, to be called in case no answer is received, is permitted for subscribers to all classes of service.
  - (b) The alternate number may be that of a service not under contract with the subscriber in connection with whose name it appears. In such a case, the consent of the subscriber to the alternately listed service must be obtained before the alternate listing is furnished.
  - (c) The Regular Extra Listing rate applies for each Alternate Call Number Listing.
- 3. Foreign Exchange Listings
  - (a) Foreign Exchange Listings, i.e., listings of subscribers in a directory of an exchange other than that from which the service is rendered, are permitted.
  - (b) The Foreign or Non-subscriber Listing rate applies for each Foreign Exchange Listing.
- 4. Office Hour Listings
  - (a) Listing of office hours or other information which is not required in order to efficiently handle telephone traffic, is not included in the charges for service. Subscribers who desire that their office hours appear in connection with their listing, may obtain same by paying the rates for Regular Extra Listings.

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#### **PROMOTIONS**

From time to time, the Telephone Company may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional waiver or discounted rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to prior notification and approval by the Missouri Public Service Commission.

GHTS will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all residence and/or business customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to residence or business services.

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#### **MISCELLANEOUS SERVICES**

## A. Special Circuits

- Local loops used in connection with interexchange facilities for either Private Line Telephone Service, Private Line Teletypewriter Service, Teletypewriter Exchange Service, and Private Line Morse Service will be furnished where facilities are available, at the Business Individual Line Rate.
  - a. An installation charge equal to the cost of labor required to install such Loops applies to each Loop in lieu of a Service Connection Charge. The minimum installation charge will be \$25.00.
- Channels for services not specifically named elsewhere in these Tariffs, and for purpose
  other than telephonic communications, will be furnished where facilities are available and
  where in the judgement of the Telephone Company the use to be made of such Channels is
  not contrary to regulations.

	,	Monthly Rates
а.	Channels for P.B.X. tie lines or alarm circuits, and like purposes, first 1/4 mile or fraction thereof circuit	<del></del>
	measurement	\$4.00
	Each additional 1/4 mile or fraction thereof	\$2.00
b.	Channels, for use in connection with interexchange facilities for Radio Broadcasts: Channels between pickup points and a Radio Station and Studio, between a Radio Station or Studio, between Studio and/or Station and Transmitter, first one-quarter	
	mile or fraction thereof airline measurement	N/A
	Each additional one-quarter mile or fraction thereof	N/A

Note: If the use to which these Channels are to be put requires that they be equalized or balanced, the initial equalization or balancing and future adjustments shall be done by the subscriber, or if done by the Telephone Company, the cost thereof will be billed to the subscriber.

- c. The Telephone Company does not hold itself out to furnish Channels with a transmission level of a better grade than circuits used for normal telephonic communication and will do so only if physically and economically practicable from the Company's standpoint.
- d. The subscriber must agree that the volume of electrical input on such Channels will be maintained at a level sufficiently low so as not to cause interference with other services of the Telephone Company.
- e. An installation charge equal to the cost of labor required to install such Channels applies to each Channel in lieu of a Service Connection Charge. The minimum installation charge will be \$25.00.

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The rates and charges contained herein are in addition to all other applicable rates and charges located in other parts of this Tariff.

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#### 900 BLOCKING SERVICE

#### A. General

900 Blocking Service provides business and residence access line customers the ability to block access from a particular network access line to all telephone numbers for which the 900 or 976 NPA must be dialed.

# B. Charges

None

#### C. Conditions

- 1. 900 Blocking Service is offered only to customers served by a central office equipped to provide this service.
- 2. 900 Blocking Service blocks access to <u>all 900 or 976 telephone numbers from a particular network access line. It is not capable of blocking access to a specific 900 or 976 NPA telephone number.</u>
- 3. The minimum contract period for this service is one month.
- 4. Customers who wish to discontinue 900 Blocking Service must make their request in writing.

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#### **TOLL ACCESS RESTRICTIONS**

# A. General Regulations

- 1. Toll Access Restriction provides a means of restricting access to the Long Distance Message Telecommunications Network. Three options are available to the customer:
  - a. Restriction of 1+ calls only.
  - Restriction of 1+ calls and 0+ and 0- (operator handled) calls, except 8XX IN-WATS.
  - c. Restriction of 1+, 0+, 0- and 8XX IN-WATS where facilities allow.
- Restriction of 1+ and/or 0+ and 0- operator handled calls prevents the customer from dialing a long distance telephone number or telephone operator for any purpose including for emergency or telephone assistance purposes. The Company shall not be liable to the customer or any third party for any and all claims, losses or damages caused by the restriction to any toll service.
- Customers must apply in writing for the establishment of Toll Access Restriction.
- 4. The appropriate non-recurring charges will apply to establish service.

#### B. Rates

The rate for this service will be charged on a monthly basis.

Toll Access Restriction (any option)

Monthly Rate \$1,00

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#### **OPERATOR SERVICES**

## **Local 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 request the telephone numbers of other customers within the same LATA.

#### B. Conditions

- All accounts are entitled to three free direct dialed calls per month to Directory Assistance service for each individual access line.
- 2. Call allowances are not transferable between accounts.
- 3. For the purposes of administering this tariff the full allowance will apply for service on record as of the customer's billing date.
- 4. Rates specified in C.1. below are not applicable to:
  - -Calls placed from hotels and motels.
  - -Calls placed from hospitals.
  - -Calls placed from residence telephones where a member of the customer's household has been certified by a qualified authority as unable to use a directory or from the business telephone of a certified customer where other assistance is not available. A qualified authority 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.
  - -Calls from certified exempt customers and charged to their Calling Card.

#### C. Residence and Business Rates

1. Customer originated calls (maximum of two requests per call), each.........\$.40

#### **Busy Verification and Interrupt Service**

#### A. General

Upon request of a calling party, the Operator will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

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### **OPERATOR SERVICES - (Cont'd)**

# Busy Verification and Interrupt Service (Cont'd)

#### B. Rates

- 1. A Verification Charge will apply when:
  - a. The operator verifies that the line is busy with a call in progress, or
  - b. The operator verifies that the line is available for incoming calls.
  - c. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.
  - d. No charge will apply when the calling party advises that the call is from an official public emergency agency.

#### Rates

Verification Charge, each request	\$ 0.40
Interrupt Charge, each request	\$ 0.75

#### Person-to-Person Service

Person-to-Person service is not offered.

#### **Local Operator Assisted Calls**

#### 1. Description

Credit card, collect and third number calls are customer dialed "0" calls that are completed by the caller or completed by the operator. The call will be appropriately billed to the caller's credit card, the called party, or a third number instead of the telephone originating the call.

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# **OPERATOR SERVICES - (Cont'd)**

## Local Operator Assisted Calls - (Cont'd)

#### 2. Rates

Calling card, per request	\$ 0.30
Collect, per request	\$ 1.05
Third number, per request	\$ 1.05

# Intrastate IntraLATA Operator Service

# A. Intrastate IntraLATA Operator Service for 0- toll calls

- The Company will provide Intrastate IntraLATA Operator Service for dialed 0- toll calls on a temporary basis until such time as the Company's Operator Service Provider can direct 0toll calls to the customer's carrier of choice.
- 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.
  - Rates set forth below, apply to 0- toll calls originating for all classes and grades of service.
- Intrastate IntraLATA 0- toll rates are based on per minute of use without regard to time of day, day of the week or distance.

#### B. Rates and Charges

1.	Surcharges:		Automated	
	a. b. c. d. e.	Station Sent Paid Station Calling Card Station Collect Station Billed to Third Party Person to Person		\$3.30 \$0.50 \$1.25 \$1.25 \$5.50
2.	Intrastate IntraLATA 0- Toll rates:			
	а. b.	Initial rate, per minute Additional Rate, per minute	\$0.50 \$0.50	

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## **OPERATOR SERVICES - (Cont'd)**

## Intercept Service

#### A. General

- 1. Intercept Service provides a service to local exchange business and residence customers who have requested their service be discontinued because they have moved to a new location or requested a change in their telephone number. Dialing the customer's former number results in a prerecorded message which announces the new number.
- 2. Intercept Service is offered to residence and business customers subject to the availability of suitable facilities.
- 3. Intercept Service will not be provided to customers disconnected for non-payment.
- On Company initiated telephone number changes, the charge will not apply, and the telephone number will be intercepted for the life of the directory.
- 5. At the time the customer places the request for a change in their telephone number, the customer must notify the Company of the number of days, up to the life of the directory, for calls to be intercepted and referred.

### B. Rates and Charges

This service is offered free of charge to all eligible customers for a period of 30 days following the discontinuance of service. The following rate is in addition to any other applicable rates and charges shown in the tariff's of the Company.

Monthly <u>Rate</u>

Intercept service

\$10.00

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# LATE PAYMENT CHARGE

#### A. General

A Late Payment Charge will be applied to each customer's account receiving a disconnect notice. This charge is to compensate for the additional administrative expenses associated with these accounts.

B. Charges
Nonrecurring
Charges

1. Late Payment Charge

C. Conditions

a.

1. The Late Payment Charge applies each time a customer's account is mailed a disconnect notice.

Residence or Business . . . . . . . . \$ 1.50

2. See Discontinuance of Service section in this tariff.

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