

tWF will provide all of the telecommunications service supported by the Lifeline program and will make the services available to all qualified consumers throughout the states in which it is designated as an ETC. tWF's services will include voice telephony services that provide voice grade access to the public switched network or its functional equivalent. Further, tWF's service offerings will provide its consumers with a set number of minutes of use for local service; and, for wireline subscribers, its "WiFi Connect" service offerings which includes: unlimited local/domestic long distance, v-mail, and all Metaswitch call feature server (CFS) features, Basic Internet Service - 30 Mbps download speeds, 5 Mbps upload speeds, 4 secure email accounts, 1 dynamic IP address, and 5Mb disc space product at no charge to Lifeline consumers.

tWF also will provide access to emergency services provided by local government or public safety officials, including 911 and E911 where available and will comply with any Commission requirements regarding E911-compatible handsets. As discussed above, tWF will comply with the Commission's forbearance grant conditions relating to the provision of 911 and E911 services and handsets.

Finally, consumers will have a choice of a wireless as well as a wireline phone with internet service within their households that addresses the Lifeline modernization internet accessibility strategy, to assist low-income consumers in becoming valuable contributors to their communities and more importantly to help them reach a desired quality of life.

## CONCLUSION

WHEREFORE, for the forgoing reasons, tWF respectfully requests that the Commission expeditiously approve its Compliance Plan and designate it as an ETC for the provision of prepaid wireless Lifeline services in the State of Kentucky.

Respectfully submitted,

Wireless Telecom Cooperative, Inc.  
D/B/A theWirelessFreeway ("tWF")



---

Joseph P. McNealy  
Chief Operations Officer  
Wireless Telecom Cooperative, Inc.  
2317 West Chestnut Street  
Louisville, KY 40211  
502-416-8935  
[admin@thewirelessfreeway.net](mailto:admin@thewirelessfreeway.net)

Dated: December 7, 2015

# **ATTACHMENT A**



## [State] Wireless Lifeline Service Application and Certification (Tribal)

Please mail, email or fax completed and signed form to:

theWirelessFreeway  
 2317 West Chestnut Street  
 Louisville, KY 40211  
 Fax XXX-XXX-XXXX / email: admin@thewirelessfreeway.net / Customer Service: X-XXX-XXX-XXXX

- Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program;
- Only one Lifeline service is available per household;
- A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses;
- A household is not permitted to receive Lifeline benefits from multiple providers;
- Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission's (or "FCC") rules and will result in the subscriber's de-enrollment from the program; and
- Lifeline is a non-transferable benefit and the subscriber may not transfer his or her benefit to any other person.

### 1. Applicant Information (address must be your principal residence)

Last Name	First Name	Middle	
Street address (not a P.O. Box)	City	State	ZIP code

Check box if address is temporary.

Applicant's Social Security Number (last four digits): \_\_\_\_\_ Applicant's Date of Birth (Day/Mo./Year): \_\_\_\_\_

### 2. Billing address (if different from above)

Street address	City	State	ZIP code
----------------	------	-------	----------

### 3. Current Telephone Service (check all that apply)

- I do not currently have telephone service.
- I currently have telephone service at the above address.

Telephone number	Current provider
------------------	------------------

- I currently receive monthly Lifeline assistance for the above phone line.  
*(Note: Lifeline assistance may only be applied to one phone line per household. You must be de-enroll from your current Lifeline provider before theWirelessFreeway may provide you Lifeline assistance.)*

### 4. Eligibility Requirements

All subscribers will be required to demonstrate eligibility based on:

- 1) Participation in one of the federal assistance programs listed below; OR
  - 2) Household income at or below 135% of Federal Poverty guidelines for a household of that size.
- I hereby certify that I, one or more of my dependents, or my household participates in at least one of the following programs and I am providing a photocopy of a document that demonstrates my participation in one of these programs. **NOTE: SEND PHOTOCOPIES ONLY; WE WILL NOT RETURN ANY DOUMENTATION.** Please check the program for which you are providing a document demonstrating your current participation.
- |   |  |
|---|--|
| <input type="checkbox"/> Federal Public Housing Assistance                  | <input type="checkbox"/> School Clothing Allowance               |
| <input type="checkbox"/> Low Income Home Energy Assistance                  | <input type="checkbox"/> SNAP (Food Stamps)                      |
| <input type="checkbox"/> Medicaid (not Medicare)                            | <input type="checkbox"/> Supplemental Security Income            |
| <input type="checkbox"/> National School Lunch Program's Free Lunch Program | <input type="checkbox"/> Temporary Assistance for Needy Families |

If you are not the program beneficiary, but someone in your household is, provide the name of the beneficiary:

\_\_\_\_\_

Acceptable documentation of program eligibility includes:

1. Current or prior year's statement of benefits from a qualifying state or federal program.
2. A notice letter of participation in a qualifying state or federal program.
3. Program participation documents (for example: a copy of a consumer's SNAP card or Medicaid card).
4. Other official document evidencing the consumer's participation in a qualifying state or federal program.

#### 4. Eligibility Requirements, continued

I certify that my total household income is at or below 135% of the Federal Poverty Guidelines and I also certify that this is how many people live in my household (required): \_\_\_\_\_

2015 Federal Poverty Guidelines – 135%									
Household Size	1	2	3	4	5	6	7	8	for each add'l person
48 Contiguous States and D.C.	\$15,890	\$21,506	\$27,122	\$32,738	\$38,354	\$43,970	\$49,586	\$55,202	add \$5,616

I am providing a photocopy of one of the following qualifying documents. **NOTE: SEND PHOTOCOPIES ONLY; WE WILL NOT RETURN ANY DOCUMENTATION.** Please check which documents you are providing.

- Prior Year's state or federal tax return, current income statement from an employer or paycheck.
- Social Security statement of benefits.
- Retirement/pension statement of benefits.
- Unemployment/Workmen's comp statement of benefits.
- Federal notice letter of participation in General Assistance
- Divorce decree, child support award, or other official document containing income information for at least three (3) months' time.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT **UNDER PENALTY OF PERJURY THAT BY INITIALING EACH NUMBERED STATEMENT AND SIGNING AT THE BOTTOM (1) I HAVE READ THE INFORMATION IN THIS ENROLLMENT FORM; (2) THE INFORMATION CONTAINED IN THIS ENROLLMENT FORM IS TRUE AND CORRECT; (3) I UNDERSTAND THAT I MUST MEET THE QUALIFICATIONS DESCRIBED IN THIS APPLICATION TO RECEIVE LIFELINE ASSISTANCE; AND:**

#### (INITIAL EACH NUMBERED STATEMENT AND SIGN AT THE BOTTOM)

- 1) \_\_\_\_\_ I MEET THE INCOME-BASED OR PROGRAM-BASED ELIGIBILITY CRITERIA FOR RECEIVING LIFELINE, SHOWN ABOVE.
- 2) \_\_\_\_\_ I WILL NOTIFY THE CARRIER WITHIN 30 DAYS IF FOR ANY REASON I NO LONGER SATISFY THE CRITERIA FOR RECEIVING LIFELINE INCLUDING, AS RELEVANT, IF I NO LONGER MEET THE INCOME-BASED OR PROGRAM-BASED CRITERIA FOR RECEIVING LIFELINE SUPPORT, I AM RECEIVING MORE THAN ONE LIFELINE BENEFIT, OR ANOTHER MEMBER OF MY HOUSEHOLD IS RECEIVING A LIFELINE BENEFIT.
- 3) \_\_\_\_\_ IF I MOVE TO A NEW ADDRESS, I WILL PROVIDE THAT NEW ADDRESS TO THE WIRELESS FREEWAY WITHIN 30 DAYS.
- 4) \_\_\_\_\_ MY HOUSEHOLD WILL RECEIVE ONLY ONE LIFELINE SERVICE AND, TO THE BEST OF MY KNOWLEDGE, MY HOUSEHOLD IS NOT ALREADY RECEIVING A LIFELINE SERVICE.
- 5) \_\_\_\_\_ THE INFORMATION CONTAINED IN THIS CERTIFICATION FORM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.
- 6) \_\_\_\_\_ I ACKNOWLEDGE THAT PROVIDING FALSE OR FRAUDULENT INFORMATION TO RECEIVE LIFELINE BENEFITS IS PUNISHABLE BY LAW.

\_\_\_\_\_ I HEREBY AUTHORIZE THE WIRELESS FREEWAY TO RELEASE ANY OF MY INFORMATION CONTAINED IN THIS LIFELINE APPLICATION AND/OR OTHER RECORDS REQUIRED FOR THE ADMINISTRATION OF THE LIFELINE PROGRAM TO THE FCC OR ITS DESIGNEE, INCLUDING THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY, AND TO ANY STATE AND FEDERAL AGENCY, AS REQUIRED BY LAW.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For THE WIRELESS FREEWAY USE only (indicate documentation provided; do not copy or retain documentation; check only one eligibility category and only one box under that category)

**Documents for Income Eligibility**

- Prior year's state or federal tax return
- Current income statement from an employer or paycheck stub
- Social Security statement of benefits
- Veterans Administration statement of benefits
- Retirement/pension statement of benefits
- Unemployment/Workers' Compensation statement of benefit
- Federal notice letter of participation in General Assistance
- Divorce decree, child support award
- Other official document containing income information

If the prospective subscriber presents documentation of income that does not cover a full year, such as current pay stubs, the prospective subscriber must present the same type of documentation covering three consecutive months within the previous twelve months.

**Documents for Program Eligibility**

- Medicaid
- Supplemental Nutrition Assistance Program
- Supplemental Security Income
- Federal Public Housing Assistance (Section 8)
- Low-Income Home Energy Assistance Program
- National School Lunch Program's free lunch program
- Temporary Assistance for Needy Families

## Lifeline Assistance Enrollment

**Lifeline Assistance**

	Non-Tribal Lands
Federal Lifeline Discount Amount	\$X.XX
Additional Federal Credit to Residential Service necessary to reduce monthly bill of an eligible resident of Tribal Lands to not less than \$1	-
State-Mandated or Carrier-Provided Support	None
<b>Maximum Discount:</b>	<b>\$X.XX</b>

# [State] Wireless Lifeline Service Application and Certification

## Lifeline Contract Rider

This is an agreement ("Agreement") between you (the "Client") and the entity that owns or leases a Federal Communications Commission license to provide wireless radio and other services ("Service") in the area associated with your assigned account ("Account") that is doing business as the Wireless Freeway ("tWF" or the "Company"). tWF Lifeline Service (the "Program") is subject to the rates, terms and conditions in the Terms of Service and tWF Calling Plan, Service Plan or Rate Plan ("Rate Plan") brochure and this rider, in any applicable feature or promotional materials not inconsistent with this contract rider, and/or at [thewirelessfreeway.net](http://thewirelessfreeway.net) (collectively, "Sales Information"). Notwithstanding the rates, terms and conditions set forth in the foregoing documents, the Company's provision of Lifeline Service are subject to the additional rates, terms and conditions set forth in this Contract Rider. In the event of any conflict between this Contract Rider and the rates, terms and conditions of the Terms of Service, Rate Plan brochure or Sales Information, the provisions of this Contract Rider shall prevail.

1. The Program is only available in areas where the Company has been designated as an Eligible Telecommunications Carrier ("ETC"). Your principal residence address must be within a tWF ETC Service Area. To be eligible for the Program, you must meet the applicable eligibility standards in effect at the time of application. The name on the phone bill must match the name of the customer who is eligible for the Program.
2. You are responsible for notifying tWF when you no longer meet the applicable eligibility standards for the Program within thirty (30) days of becoming aware of such ineligibility. In the event tWF determines that you are no longer eligible for the Program, the Company will notify you that the Lifeline subsidy will be discontinued after thirty (30) days of such notice, unless the Client notifies the Company that an error has been made and submits evidence that he or she still complies with the Program's requirements. If at the end of that thirty (30) day period the Client has not yet submitted evidence of compliance with the Program's requirements, the Company shall suspend the Lifeline subsidy. The thirty (30) day period shall not be applicable if the Client notifies tWF that he or she does not comply with the Program's requirements.
3. By completing the Lifeline Application, you consent to the release of your customer information (including financial information) pursuant to the administration of this Program. This consent survives the termination of this Agreement.
4. Completion of the Lifeline Application does not constitute immediate enrollment in the Program. The Company reserves the right to review customer eligibility status at any time. If you lose your eligibility for this Program, we may change your Rate Plan to the most favorable Rate Plan for which you are eligible without prior notice to you. If you misrepresent your eligibility for this Program, you agree to pay us the additional amount you would have been charged under the most favorable Rate Plan for which you are eligible.
5. Program assistance is applied as a credit against your monthly bill and is limited to the amount of federal and/or state universal service support available to the service area for which the Company has been designated as ETC. These amounts will be reflected on your bill and may be changed from time to time without prior notice to you. The amount of the credit may not exceed the charge for Service.
6. You may only receive Lifeline support for a single telephone line, be it wireline or wireless, per household. If you or any member of your household receives Lifeline subsidies from any other telephone company, you cannot obtain Lifeline service from tWF until you (or any member of your household) cease to receive Lifeline service from any other provider.
7. The Client is responsible for the cost of a compatible wireless phone to receive Service. Lifeline assistance may not be applied to offset the cost of customer equipment.
8. You will not be assessed for federal or state universal service fees or the Regulatory Cost Recovery Fee. You are responsible for the payment of any other applicable taxes, fees, surcharges or assessments relating to the Service, which will be billed by the Company.
9. Outgoing international long distance calling is prohibited. International roaming is prohibited.
10. The Company may block outgoing long distance calls in cases of non-payment. Non-authorized manipulation, modification, adjustment, or repair made to the Client's equipment to allow the making of long distance calls or any other kind of calls not included in the Calling Plan shall constitute a violation of this Agreement and the Service may be terminated.
11. Minutes included in the Calling Plan may not be rolled over and shall be used within the Local Service Area for which the Company has been designated as an ETC within Kentucky. The Local Service Area to which the Client belongs shall be determined by his or her residential address. Roaming service (use outside of the Local Service Area) shall be billed at a rate of xxx-xxx cents (\$X.XX) per minute. Minutes in excess of the minutes provided in the Calling Plan shall be billed at a rate of xxx-xxx cents (\$X.XX) per minute.

tWF handset required on Lifeline plans. Your phone's display does not indicate the rate you will be charged. Please review your coverage map for areas included or excluded in your plan. Map depicts an approximation of outdoor coverage. Map may include areas served by unaffiliated carriers and may depict their licensed area rather than an approximation of the coverage there. Actual coverage area may differ substantially from the graphics shown in the map, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. tWF does not guarantee coverage. Charges will be based on the location of the site receiving and transmitting the call, not the location of the subscriber. Future coverage is based on current planning assumption but is subject to change and has not yet been confirmed.

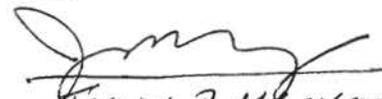
The night and weekend periods are from 9:00 p.m. to 6:00 a.m. from Monday to Friday, and Saturdays and Sundays all day long. The airtime minutes used in long distance calls to the United States will be discounted from the plan. Originating international long distance calls will not be allowed. The roaming cost is \$X.XX per minute and airtime minutes used will be discounted from minutes included in the plan. International roaming is not available. No rollover can be made. The airtime minutes used in excess of the ones included in the plan will be charged at \$X.XX per minute. These are government programs that help people who comply with certain criteria to pay for their phone services and related fees. tWF is offering these programs in limited locations. To determine if Lifeline is available from tWF at your principal residence, please contact our Lifeline Customer Service Representative at XXX-XXX-XXXX. Terms and Conditions: Lifeline is subject to the terms and conditions found in the Terms of Service, Rate Plan, Sales Information and Lifeline Contract.

# **ATTACHMENT B**

**Certifications by an Officer of the ETC Under Penalty of Perjury:**

I, Joseph P. McNealy, an officer of Wireless Telecomm Cooperative, Inc. Dba theWirelessFreeway ("tWF") with substantial knowledge of tWF's operations, do hereby certify under penalty of perjury that the following statements are accurate to the best of my knowledge and belief:

- (A) tWF intends to offer a wireless and wireline broadband service pursuant to the Commission's rules and regulations for the Lifeline program;
- (B) tWF will implement all necessary procedures and efforts to prevent waste, fraud and abuse in connection with its participation in the Lifeline program, including but not limited to procedures that tWF will have in place to prevent duplicate wireless and wireline broadband subsidies within its subscriber base, and procedures to de-enroll subscribers receiving more than one wireless and wireline broadband discount per household;
- (C) tWF's wireless and wireline broadband service offerings will provide sufficiently low latency to enable use of real-time applications such as Voice over Internet Protocol (VoIP) and if there are usage limits for their WiFi Connect plan, that they are reasonably comparable to usage limits for comparable broadband offerings in urban areas; and
- (D) tWF will participate in the collection and sharing of anonymized qualitative and quantitative data with standard data elements, formatting, and submission requirements, and how best to use limited Universal Service Funds ("USF) to increase low-income consumers' adoption of broadband resources.

  
JOSEPH P. MCNEALY, COO

Subscribed and sworn to before me this 14<sup>th</sup> day of December \_\_\_\_\_, 2015.

  
Notary Public

My Commission expires: May 14, 2019

