



Your business is our business.

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REDACTED - FOR PUBLIC INSPECTION

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October 8, 2013

ACCEPTED/FILED

OCT 18 2013

**By Hand Delivery**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

Federal Communications Commission  
Office of the Secretary

**Re: WC Docket No. 10-90, WC Docket No. 11-42  
2013 ETC Annual Report of ComSouth Telecommunications  
Study Area Code 220369**

Dear Ms. Dortch:

On behalf of ComSouth Telecommunications "ComSouth", JSI files the attached confidential and redacted versions of the FCC Form 481 ETC annual reporting information pursuant to sections 54.313 and 54.422 of the Commission's rules.<sup>1</sup> ComSouth seeks confidential treatment under Protective Order for section 54.313(f)(2) financial information.<sup>2</sup> The redacted version is also being filed this date via the FCC's Electronic Comment Filing System.

Please direct any questions regarding the filing to the undersigned.

Sincerely,

John Kuykendall  
JSI Vice President  
301-459-7590  
[jkuykendall@jsitel.com](mailto:jkuykendall@jsitel.com)

cc: Charles Tyler, Telecommunications Access Policy Division (two copies, confidential)

No. of Copies rec'd 073  
List ABCDE

<sup>1</sup> 47 C.F.R. §§ 54.313, 54.422.

<sup>2</sup> *Connect America Fund et al.*, WC Docket No. 10-90 *et al.*, Protective Order, DA 12-1857 rel. Nov. 16, 2012 (Protective Order). 47 C.F.R. § 54.313(f)(2).

Echelon Building II, Suite 200  
9430 Research Blvd., Austin, TX 78759  
phone: 512-338-0473, fax: 512-346-0822

Eagandale Corporate Center, Suite 310  
1380 Corporate Center Curve, Eagan, MN 55121  
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547 South Oakview Lane  
Bountiful, UT 84010  
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<b>FCC Form 481 - Carrier Annual Reporting Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<b>&lt;010&gt; Study Area Code</b>	220369	
<b>&lt;015&gt; Study Area Name</b>	COMSOUTH TELECOMM	
<b>&lt;020&gt; Program Year</b>	2014	<b>Accepted/Filed</b>
<b>&lt;030&gt; Contact Name: Person USAC should contact with questions about this data</b>	Scott Obert-Thorn	<b>OCT 18 2013</b>
<b>&lt;035&gt; Contact Telephone Number: Number of the person identified in data line &lt;030&gt;</b>	478-892-3022	<b>FCC Office of the Secretary</b>
<b>&lt;039&gt; Contact Email Address: Email of the person identified in data line &lt;030&gt;</b>	scott@comsouth.net	

<b>ANNUAL REPORTING FOR ALL CARRIERS</b>	<b>54.313 Completion Required</b>	<b>54.422 Completion Required</b>
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			(check box when complete)	
<b>&lt;100&gt; Service Quality Improvement Reporting</b>	<i>(complete attached worksheet)</i>			
<b>&lt;200&gt; Outage Reporting (voice)</b>	<i>(complete attached worksheet)</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>&lt;210&gt;</b>	<input checked="" type="checkbox"/> <-- check box if no outages to report			
<b>&lt;300&gt; Unfulfilled Service Requests (voice)</b>	<input type="text" value="0"/>		<input checked="" type="checkbox"/>	
<b>&lt;310&gt; Detail on Attempts (voice)</b>	<input type="text"/>	<i>(attach descriptive document)</i>		
<b>&lt;320&gt; Unfulfilled Service Requests (broadband)</b>	<input type="text"/>			
<b>&lt;330&gt; Detail on Attempts (broadband)</b>	<input type="text"/>	<i>(attach descriptive document)</i>		
<b>&lt;400&gt; Number of Complaints per 1,000 customers (voice)</b>			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>&lt;410&gt; Fixed</b>	<input type="text" value="0.0"/>			
<b>&lt;420&gt; Mobile</b>	<input type="text"/>			
<b>&lt;430&gt; Number of Complaints per 1,000 customers (broadband)</b>				
<b>&lt;440&gt; Fixed</b>	<input type="text"/>			
<b>&lt;450&gt; Mobile</b>	<input type="text"/>			
<b>&lt;500&gt; Service Quality Standards &amp; Consumer Protection Rules Compliance</b>	<i>(check to indicate certification)</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>&lt;510&gt; 220369GA510</b>	<i>(attach descriptive document)</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>&lt;600&gt; Functionality in Emergency Situations</b>	<i>(check to indicate certification)</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>&lt;610&gt; 220369GA610</b>	<i>(attach descriptive document)</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>&lt;700&gt; Company Price Offerings (voice)</b>	<i>(complete attached worksheet)</i>			
<b>&lt;710&gt; Company Price Offerings (broadband)</b>	<i>(complete attached worksheet)</i>			
<b>&lt;800&gt; Operating Companies and Affiliates</b>	<i>(complete attached worksheet)</i>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>&lt;900&gt; Tribal Land Offerings (Y/N)?</b>	<input type="radio"/> <input checked="" type="radio"/>	<i>(if yes, complete attached worksheet)</i>	<input checked="" type="checkbox"/>	
<b>&lt;1000&gt; Voice Services Rate Comparability</b>		<i>(check to indicate certification)</i>		
<b>&lt;1010&gt;</b>		<i>(attach descriptive document)</i>		
<b>&lt;1100&gt; Terrestrial Backhaul (Y/N)?</b>	<input checked="" type="radio"/> <input type="radio"/>	<i>(if not, check to indicate certification)</i>		
<b>&lt;1110&gt;</b>		<i>(complete attached worksheet)</i>		
<b>&lt;1200&gt; Terms and Condition for Lifeline Customers</b>	<i>(complete attached worksheet)</i>			<input checked="" type="checkbox"/>

**Price Cap Carriers, Proceed to Price Cap Additional Documentation Worksheet**

*Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers*

<b>&lt;2000&gt;</b>	<i>(check to indicate certification)</i>			
<b>&lt;2005&gt;</b>	<i>(complete attached worksheet)</i>			

**Rate of Return Carriers, Proceed to ROR Additional Documentation Worksheet**

<b>&lt;3000&gt;</b>	<i>(check to indicate certification)</i>			
<b>&lt;3005&gt;</b>	<i>(complete attached worksheet)</i>		<input checked="" type="checkbox"/>	

<b>(100) Service Quality Improvement Reporting Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010> Study Area Code	220369
<015> Study Area Name	COMSOUTH TELECOMM
<020> Program Year	2014
<030> Contact Name - Person USAC should contact regarding this data	Scott Obert-Thorn
<035> Contact Telephone Number - Number of person identified in data line <030>	478-892-3022
<039> Contact Email Address - Email Address of person identified in data line <030>	scott@comsouth.net
<110> Has your company received its ETC certification from the FCC? If your answer to Line <110> is yes, do you have an existing §54.202(a) "5	(yes / no) <input type="radio"/> <input checked="" type="radio"/>
<111> year plan" filed with the FCC?	(yes / no) <input type="radio"/> <input type="radio"/>

If your answer to Line <111> is yes, then you are required to file a progress report, on line <112> delineating the status of your company's existing § 54.202(a) "5 year plan" on file with the FCC, as it relates to your provision of voice telephony service.

<112> Attach Five-Year Service Quality Improvement Plan or, in subsequent years, your annual progress report filed pursuant to 47 C.F.R. § 54.313(a)(1). If your company is a CETC which only receives frozen support, your progress report is only required to address voice telephony service.

Name of Attached Document (.pdf)

Please check these boxes below to confirm that the attached PDF, on line 112, contains a progress report on its five-year service quality improvement plan pursuant to § 54.202(a). The information shall be submitted at the wire center level or census block as appropriate.

- <113> Maps detailing progress towards meeting plan targets
- <114> Report how much universal service (USF) support was received
- <115> How (USF) was used to improve service quality
- <116> How (USF) was used to improve service coverage
- <117> How (USF) was used to improve service capacity
- <118> Provide an explanation of network improvement targets not met in the prior calendar year.










<b>(900) Tribal Lands Reporting Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010>	Study Area Code	220369
<015>	Study Area Name	COMSOUTH TELECOMM
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	scott Obert-Thorn
<035>	Contact Telephone Number - Number of person identified in data line <030>	478-892-3022
<039>	Contact Email Address - Email Address of person identified in data line <030>	scott@comsouth.net

<910> Tribal Land(s) on which ETC Serves

<920> Tribal Government Engagement Obligation

Name of Attached Document (.pdf)

If your company serves Tribal lands, please select (Yes, No, NA) for each these boxes to confirm the status described on the attached PDF, on line 920, demonstrates coordination with the Tribal government pursuant to § 54.313(a)(9) includes:

- <921> Needs assessment and deployment planning with a focus on Tribal community anchor institutions;
- <922> Feasibility and sustainability planning;
- <923> Marketing services in a culturally sensitive manner;
- <924> Compliance with Rights of way processes
- <925> Compliance with Land Use permitting requirements
- <926> Compliance with Facilities Siting rules
- <927> Compliance with Environmental Review processes
- <928> Compliance with Cultural Preservation review processes
- <929> Compliance with Tribal Business and Licensing requirements.

Select (Yes, No, NA)

**(1100) No Terrestrial Backhaul Reporting  
Data Collection Form**

FCC Form 481  
OMB Control No. 3060-0986/OMB Control No. 3060-0819  
July 2013

<010>	Study Area Code	220369
<015>	Study Area Name	COMSOUTH TELECOMM
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Scott Obert-Thorn
<035>	Contact Telephone Number - Number of person identified in data line <030>	478-892-3022
<039>	Contact Email Address - Email Address of person identified in data line <030>	scott@comsouth.net

<1120> Please check this box to confirm no terrestrial backhaul options exist within the supported area pursuant to § 54.313(G)

<1130> Please check this box to confirm the reporting carrier offers broadband service of at least 1 Mbps downstream and 256 kbps upstream within the supported area pursuant to § 54.313(G)

<b>(1200) Terms and Condition for Lifeline Customers</b> <b>Lifeline</b> <b>Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010>	Study Area Code	220369
<015>	Study Area Name	COMSOUTH TELECOMM
<020>	Program Year	2014
<030>	Contact Name - Person USAC should contact regarding this data	Scott Obert-Thorn
<035>	Contact Telephone Number - Number of person identified in data line <030>	478-892-3022
<039>	Contact Email Address - Email Address of person identified in data line <030>	scott@comsouth.net

<1210> Terms & Conditions of Voice Telephony Lifeline Plans 220369GA1210

Name of attached document (.pdf)

<1220> Link to Public Website HTTP \_\_\_\_\_

"Please check these boxes below to confirm that the attached PDF, on line 1210, or the website listed, on line 1220, contains the required information pursuant to § 54.422(a)(2) annual reporting for ETCs receiving low-income support, carriers must annually report:

- <1221> Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers,
- <1222> Details on the number of minutes provided as part of the plan,
- <1223> Additional charges for toll calls, and rates for each such plan.

<b>(2000) Price Cap Carrier Additional Documentation</b> <b>Data Collection Form</b> <i>Including Rate-of-Return Carriers affiliated with Price Cap Local Exchange Carriers</i>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<b>&lt;010&gt;</b>	Study Area Code	220369
<b>&lt;015&gt;</b>	Study Area Name	COMSOUTH TELECOMM
<b>&lt;020&gt;</b>	Program Year	2014
<b>&lt;030&gt;</b>	Contact Name - Person USAC should contact regarding this data	Scott Obert-Thorn
<b>&lt;035&gt;</b>	Contact Telephone Number - Number of person identified in data line <030>	478-892-3022
<b>&lt;039&gt;</b>	Contact Email Address - Email Address of person identified in data line <030>	scott@comsouth.net

CHECK the boxes below to note compliance as a recipient of Incremental Connect America Phase I support, frozen High Cost support, High Cost support to offset access charge reductions, and Connect America Phase II support as set forth in 47 CFR § 54.313(b),(c),(d),(e) the information reported on this form and in the documents attached below is accurate.

<b>Incremental Connect America Phase I reporting</b>		
<b>&lt;2010&gt;</b>	2nd Year Certification {47 CFR § 54.313(b)(1)}	<input type="checkbox"/>
<b>&lt;2011&gt;</b>	3rd Year Certification {47 CFR § 54.313(b)(2)}	<input type="checkbox"/>
<b>Price Cap Carrier Receiving Frozen Support Certification {47 CFR § 54.312(a)}</b>		
<b>&lt;2012&gt;</b>	2013 Frozen Support Certification	<input type="checkbox"/>
<b>&lt;2013&gt;</b>	2014 Frozen Support Certification	<input type="checkbox"/>
<b>&lt;2014&gt;</b>	2015 Frozen Support Certification	<input type="checkbox"/>
<b>&lt;2015&gt;</b>	2016 and future Frozen Support Certification	<input type="checkbox"/>
<b>Price Cap Carrier Connect America ICC Support {47 CFR § 54.313(d)}</b>		
<b>&lt;2016&gt;</b>	Certification Support Used to Build Broadband	<input type="checkbox"/>
<b>Connect America Phase II Reporting {47 CFR § 54.313(e)}</b>		
<b>&lt;2017&gt;</b>	3rd year Broadband Service Certification	<input type="checkbox"/>
<b>&lt;2018&gt;</b>	5th year Broadband Service Certification	<input type="checkbox"/>
<b>&lt;2019&gt;</b>	Interim Progress Certification	<input type="checkbox"/>
<b>&lt;2020&gt;</b>	Please check the box to confirm that the attached PDF , on line 2021, contains the required information pursuant to § 54.313 (e)(3)(ii), as a recipient of CAF Phase II support shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.	<input type="checkbox"/>
<b>&lt;2021&gt;</b>	Interim Progress Community Anchor Institutions	<input type="checkbox"/>
	Name of Attached Document Listing Required Information	

<b>(3000) Rate Of Return Carrier Additional Documentation</b> Data Collection Form	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<b>&lt;010&gt;</b>	Study Area Code	220369
<b>&lt;015&gt;</b>	Study Area Name	COMSOUTH TELECOMM
<b>&lt;020&gt;</b>	Program Year	2014
<b>&lt;030&gt;</b>	Contact Name - Person USAC should contact regarding this data	Scott Obert-Thorn
<b>&lt;035&gt;</b>	Contact Telephone Number - Number of person identified in data line <030>	478-892-3022
<b>&lt;039&gt;</b>	Contact Email Address - Email Address of person identified in data line <030>	scott@comsouth.net

CHECK the boxes below to note compliance on its five year service quality plan (pursuant to 47 CFR § 54.202(a)) and, for privately held carriers, ensuring compliance with the financial reporting requirements set forth in 47 CFR § 54.313(f)(2). I further certify that the information reported on this form and in the documents attached below is accurate.

**Progress Report on 5 Year Plan**

(3010) Milestone Certification [47 CFR § 54.313(f)(1)(i)] Please check this box to confirm that the attached PDF, on line 3012, contains the required information pursuant to § 54.313 (f)(1)(ii), as a recipient of CAF Phase II support shall provide the number, names, and addresses of community anchor institutions to which began providing access to broadband service in the preceding calendar year.	Name of Attached Document Listing Required Information _____ <input type="checkbox"/>	
(3011) Community Anchor Institutions [47 CFR § 54.313(f)(1)(ii)] Is your company a Privately Held ROR Carrier [47 CFR § 54.313(f)(2)] If yes, does your company file the RUS annual report Please check these boxes to confirm that the attached PDF, on line 3017, contains the required information pursuant to § 54.313(f)(2) compliance requires: (3015) Electronic copy of their annual RUS reports (Operating Report for Telecommunications Borrowers) (3016) PDF of Balance Sheet, Income Statement and Statement of Cash Flows (3017) If the response is yes on line 3014, attach your company's RUS annual report and all required documentation (3018) If the response is no on line 3014, Is your company audited? If the response is yes on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains: (3019) Either a copy of their audited financial statement; or (2) a financial report in a format comparable to RUS Operating Report for Telecommunications (3020) PDF of Balance Sheet, Income Statement and Statement of Cash Flows (3021) Management letter issued by the independent certified public accountant that performed the company's financial audit. If the response is no on line 3018, please check the boxes below to confirm your submission, on line 3026 pursuant to § 54.313(f)(2), contains: (3022) Copy of their financial statement which has been subject to review by an independent certified public accountant; or 2) a financial report in a format comparable to RUS Operating Report for Telecommunications Borrowers, (3023) Underlying information subjected to a review by an independent certified public accountant (3024) Underlying information subjected to an officer certification. (3025) PDF of Balance Sheet, Income Statement and Statement of Cash Flows (3026) Attach the worksheet listing required information	Name of Attached Document Listing Required Information _____ <input checked="" type="checkbox"/> (Yes/No) <input type="checkbox"/> (Yes/No)  <input type="checkbox"/> <input type="checkbox"/>  Name of Attached Document Listing Required Information _____ <input checked="" type="checkbox"/> (Yes/No)  <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>  Name of Attached Document Listing Required Information _____ 220369GA3026	

<b>Certification - Reporting Carrier Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<b>&lt;010&gt;</b>	Study Area Code	220369
<b>&lt;015&gt;</b>	Study Area Name	COMSOUTH TELECOMM
<b>&lt;020&gt;</b>	Program Year	2014
<b>&lt;030&gt;</b>	Contact Name - Person USAC should contact regarding this data	Scott Obert-Thorn
<b>&lt;035&gt;</b>	Contact Telephone Number - Number of person identified in data line <030>	478-892-3022
<b>&lt;039&gt;</b>	Contact Email Address - Email Address of person identified in data line <030>	scott@comsouth.net

**TO BE COMPLETED BY THE REPORTING CARRIER, IF THE REPORTING CARRIER IS FILING ANNUAL REPORTING ON ITS OWN BEHALF:**

<b>Certification of Officer as to the Accuracy of the Data Reported for the Annual Reporting for CAF or LI Recipients</b>	
I certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual reporting requirements for universal service support recipients; and, to the best of my knowledge, the information reported on this form and in any attachments is accurate.	
Name of Reporting Carrier:	
Signature of Authorized Officer:	Date
Printed name of Authorized Officer:	
Title or position of Authorized Officer:	
Telephone number of Authorized Officer:	
Study Area Code of Reporting Carrier:	Filing Due Date for this form:
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

<b>Certification - Agent / Carrier Data Collection Form</b>	FCC Form 481 OMB Control No. 3060-0986/OMB Control No. 3060-0819 July 2013
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<010> Study Area Code	220369
<015> Study Area Name	COMSOUTH TELECOMM
<020> Program Year	2014
<030> Contact Name - Person USAC should contact regarding this data	Scott Obert-Thorn
<035> Contact Telephone Number - Number of person identified in data line <030>	478-892-3022
<039> Contact Email Address - Email Address of person identified in data line <030>	scott@comsouth.net

**TO BE COMPLETED BY THE REPORTING CARRIER, IF AN AGENT IS FILING ANNUAL REPORTS ON THE CARRIER'S BEHALF:**

Certification of Officer to Authorize an Agent to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I certify that (Name of Agent) <u>John Staurulakis, Inc.</u> is authorized to submit the information reported on behalf of the reporting carrier. I also certify that I am an officer of the reporting carrier; my responsibilities include ensuring the accuracy of the annual data reporting requirements provided to the authorized agent; and, to the best of my knowledge, the reports and data provided to the authorized agent is accurate.	
Name of Authorized Agent:	John Staurulakis, Inc.
Name of Reporting Carrier:	COMSOUTH TELECOMM
Signature of Authorized Officer:	CERTIFIED ONLINE Date: 10/08/2013
Printed name of Authorized Officer:	Scott Obert-Thorn
Title or position of Authorized Officer:	Chief Financial Officer
Telephone number of Authorized Officer:	478-892-3022
Study Area Code of Reporting Carrier:	220369 Filing Due Date for this form: 10/15/2013
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

**TO BE COMPLETED BY THE AUTHORIZED AGENT:**

Certification of Agent Authorized to File Annual Reports for CAF or LI Recipients on Behalf of Reporting Carrier	
I, as agent for the reporting carrier, certify that I am authorized to submit the annual reports for universal service support recipients on behalf of the reporting carrier; I have provided the data reported herein based on data provided by the reporting carrier; and, to the best of my knowledge, the information reported herein is accurate.	
Name of Reporting Carrier:	COMSOUTH TELECOMM
Name of Authorized Agent or Employee of Agent:	John Staurulakis, Inc.
Signature of Authorized Agent or Employee of Agent:	CERTIFIED ONLINE Date: 10/08/2013
Printed name of Authorized Agent or Employee of Agent:	Bob Ragsdale
Title or position of Authorized Agent or Employee of Agent:	Manager - Regulatory Affairs
Telephone number of Authorized Agent or Employee of Agent:	770-569-2105
Study Area Code of Reporting Carrier:	220369 Filing Due Date for this form: 10/15/2013
Persons willfully making false statements on this form can be punished by fine or forfeiture under the Communications Act of 1934, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.	

## Attachments



In establishing this certification in its *2005 ETC Order*,<sup>1</sup> the FCC found that an ETC must make “a specific commitment to objective measures to protect consumers.”<sup>2</sup> The Commission found that for wireless ETCs, compliance with CTIA’s Consumer Code for Wireless Service would satisfy this requirement” and that the sufficiency of other commitments would be considered on a case-by-case basis.<sup>3</sup> In this context, the FCC stated, “to the extent a wireline or wireless ETC applicant is subject to consumer protection obligations under state law, compliance with such laws may meet our requirement.”<sup>4</sup>

ComSouth Telecommunications, Inc. (“ComSouth”) hereby certifies that it is in compliance with applicable service quality standards and consumer protection rules. ComSouth is subject to consumer protection obligations under Georgia state law. These obligations include, but are not limited to, the following: (1) filing a Local Exchange Tariff pursuant to the requirements of the Rules of the Georgia Public Service Commission which discloses rates, and terms and conditions of service to customers (Chapter 515-12-1-.02(5)(a) and .04(5) of the Rules of the Georgia Public Service Commission); (2) adherence to state consumer protection requirements governing telephone providers which require Service Standards (Chapter 515-12-1-.17 and .18 of the Rules of the Georgia Public Service Commission); Customer Billing (Chapter 515-

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<sup>1</sup> *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 05-46 (rel. Mar. 17, 2005) (“*2005 ETC Order*”).

<sup>2</sup> *Id.* at para. 28.

<sup>3</sup> *Id.* The FCC noted that under the CTIA Consumer Code, wireless carriers agree to: “(1) disclose rates and terms of service to customers; (2) make available maps showing where service is generally available; (3) provide contract terms to customers and confirm changes in service; (4) allow a trial period for new service; (5) provide specific disclosures in advertising; (6) separately identify carrier charges from taxes on billing statements; (7) provide customers the right to terminate service for changes to contract terms; (8) provide ready access to customer service; (9) promptly respond to consumer inquiries and complaints received from government agencies; and (10) abide by policies for protection of consumer privacy.” *Id.* at n. 71.

<sup>4</sup> *Id.* at n. 72.

12-1-.04(4) of the Rules of the Georgia Public Service; and Customer Complaints (Chapter 515-12-1-.08 of the Rules of the Georgia Public Service Commission); (3) truth-in-billing requirements (Chapter 515-12-1-.04(4) of the Rules of the Georgia Public Service Commission); and (4) CPNI, Red Flag Rules and other applicable federal and state requirements governing the protection of customers' privacy.

ComSouth Telecommunications, Inc. (“ComSouth”) hereby certifies that it is able to function in emergency situations as set forth in 47 C.F.R. §54.202(a)(2)<sup>1</sup> and Chapter 515-12-1-.11(4) of the Rules of the Georgia Public Service Commission. ComSouth’s network is designed to remain functional in emergency situations without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations as required by 47 C.F.R. §54.202(a)(2) and Chapter 515-12-1-.11(4) of the Rules of the Georgia Public Service Commission. ComSouth can change call routing translations as needed to reroute traffic around damaged facilities. Changing call routing translations will also allow ComSouth to manage traffic spikes throughout its network, as emergency situations require.

Specifically, the central office building is supplied with standby generators and battery back-up that enable the central office to keep running until power is restored so long as fuel is available, or until system changes are made to reroute traffic. ComSouth has battery backup at the central office location and in its electronic equipment sites. Length of run time is determined by the equipment serving the area and the number of customers working out of the equipment.

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<sup>1</sup> Section 54.202(a)(2) requires ETCs that are designated by the Commission to “demonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations.”

## GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 1

CLASSIFICATION OF AREAS AS THE  
BASIS FOR FURNISHING SERVICE

- A. Economical operation of the telephone business, to secure protection to the whole body of rate payers and to the business itself, requires that the property be built and operated in accordance with a definite plan under which specified classes of service are regularly furnished in specified areas or types of areas. The telephone company, therefore, does not undertake to furnish any desired class of service at any desired location nor does it undertake to extend its plant to remote sections where such extension is not warranted by public necessity as distinguished from personal desire, except where adequate protection is afforded.
- B. The general plan for furnishing telephone service is based on a classification of areas by types for the general determination of classes of service available and for the application of rates as follows:
1. Base rate areas are those sections within which the telephone company will furnish the classes of service at rates common to all applicants without the assessment of any charges based on distance. The base rate area should be restricted to the contiguous developed sections of the community within which the application of an average rate will not result in unreasonable discrimination through differences in cost. Where more than one base rate area is established in any exchange, the rates applicable in one base rate area may differ from those rates established in another base rate area in the same exchange.
  2. Outside the base rate area, by reason of the greater distance and the sparseness of development, flat rate service will be furnished, although such service is not

W. M. Jennings, Jr.  
Executive Vice-President

Effective: JUL 1 1978

## GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIASECTION B  
ORIGINAL SHEET 2CLASSIFICATION OF AREAS AS THE  
BASIS FOR FURNISHING SERVICE

provided in the base rate area. Also, urban classes of service offered inside the base rate area may be provided with the addition of mileage charges computed on the distance from the base rate area boundary. Provisions of such service outside the base rate area is subject to the availability of facilities or the construction or extension of such facilities in accordance with the applicable provisions of this Tariff. In all cases, all classes of service except foreign exchange service will be located within the designated exchange area boundary.

- C. Consideration of the extension of telephone facilities beyond any area in which a desired service would normally be furnished is based on the facts in each case. In such cases, the applicant for service may be assessed a construction charge or be required to provide a part of the facilities, or both, as may be agreed upon by the parties, as outlined in the rules and regulations contained in the several sections of this General Subscriber Services Tariff.

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W. M. Jennings, Jr.  
Executive Vice-President

Effective: JUL 1 1978

## GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 3

APPLICATIONS FOR TELEPHONE SERVICE

- A. Application for telephone service must be made on the company's prescribed application form.
- B. Applications for service become contracts when accepted by the telephone company, or upon the establishment of service. The terms and conditions of such contracts are supplemented by, and subject to, this Tariff for the particular exchange from which service is to be furnished. Any changes in rates, rules or regulations, authorized by the legally constituted authorities, shall act as modification of the contract to that extent, without further notice.
- C. Where an applicant has any past due and unpaid accounts with the telephone company, however arising from the furnishing of telephone service and facilities under the provisions of this Tariff, the telephone company reserves the right to reject any application for any service until the amount due has been paid, as provided in "Advance Payments and Deposits" of this Tariff.

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W. M. Jennings, Jr.  
Executive Vice-President

Effective: JUL 1 1978

## GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 4

APPLICATION OF RATES FOR BUSINESS  
AND RESIDENCE SERVICE

## A. GENERAL

Determination as to whether customer's service (as distinguished from public and semi-public service) shall be furnished at business or residence rates is based on the character of use to be made of the service.

## B. BUSINESS RATES APPLY AT THE FOLLOWING LOCATIONS:

1. In offices, stores, factories and all other places of a strictly business nature.
2. In boarding houses, except as modified under paragraph C-2, offices of hotels, halls and offices of apartment buildings; quarters occupied by clubs or lodges; public, parochial and other private schools or colleges; churches, universities, fraternity and sorority houses, hospitals, and other similar institutions.
3. At residence locations when the customer has no regular business telephone and the use of the service either by himself, members of his household, or 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 picture screens, or other advertising matter, such as on vehicles, etc., or when such business use is not such as commonly arises and passes over residence telephones during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.

W. M. Jennings, Jr.  
Executive Vice-President

Effective: JUL 1 1978

## GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 5

APPLICATION OF RATES FOR BUSINESS  
AND RESIDENCE SERVICE

4. When the place of business and the residence of the customer are on the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.
5. At residence locations when an extension station or extension bell is located in a shop, office or other place of business.
6. In any location where the listing of service at that location indicates a business, trade or profession, except as specified under paragraph C-3 below.

C. RESIDENCE RATES APPLY AT THE FOLLOWING LOCATIONS:

1. In private residences where business listings are not provided.
2. In places of a combined business and residence nature, provided separate service is installed for business purposes and is charged for at business rates; and, provided further, that the residence service is installed in that part of the premises used primarily for residential purposes.
3. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for boarders or which furnish meals to less than ten boarders, provided business listings are not furnished.

W. M. Jennings, Jr.  
Executive Vice-President

Effective: JUL 1 1978

GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 6

APPLICATION OF RATES FOR BUSINESS  
AND RESIDENCE SERVICE

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

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Executive Vice-President

Effective: JUL 1 1978

## GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 7

INITIAL CONTRACT PERIODS

## A. GENERAL

Except as hereinafter provided, the initial (or minimum) contract period for all services and facilities is one month at the same location.

## B. DIRECTORY LISTINGS AND JOINT USER SERVICE

1. The length of contract periods for directory listings, and for joint user service, where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the customers to the day the succeeding directory is first distributed to customers.
2. The length of contract period for directory listings and joint user service where the listing does not appear in the directory shall be one month. Such listings may be discontinued any time after the expiration of the initial contract period upon notification to the telephone company and prior to the closing date of the telephone directory. If notification of discontinuance of the listing or joint user service is not received by the telephone company prior to the directory closing date, the contract period shall be that of the new directory.

## C. PRIVATE BRANCH EXCHANGE SERVICE

1. Contracts for private branch exchange systems are stated in each contract.

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Executive Vice-President

Effective: JUL 1 1978

## GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 8

INITIAL CONTRACT PERIODS

2. In case of termination of the contract before the expiration of the initial contract period, termination charges as prescribed elsewhere in this Tariff will apply.
3. When applications are received for additional trunks or stations to be connected with a private branch exchange system, such additional trunks or stations are to be covered by contracts for initial periods of one month.
4. For contracts executed with specific customers, the terms of the contract periods and the termination charges shall be those contained in the specific contract. Where contracts do not exist, the Tariff relating to the service provided will determine the termination charge.

W. M. Jennings, Jr.  
Executive Vice-President

Effective: JUL 1 1978

## GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 9

ADVANCE PAYMENTS AND DEPOSITS

## A. ESTABLISHMENT OF CREDIT

The telephone company is not obligated to furnish service to any individual or firm that owes for service previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the company. Nor is the telephone company obligated to continue to furnish service to any individual or firm whose credit is, or becomes, in the opinion of the telephone company, doubtful. In order to insure the payment of all charges due for its services, the telephone company may require a customer to establish and maintain his credit in one of the following ways:

1. By furnishing references suitable to the telephone company.
2. By providing a suitable guarantee in writing, in form prescribed by the telephone company.
3. By means of a cash deposit.
4. By having been a satisfactory customer of the telephone company.

## B. ADVANCE PAYMENTS

1. Applicants for telephone service may be required to pay the service connection charges as prescribed and specified in other sections of this Tariff.
2. Applicants for telephone service may also be required to make an advance payment equal to the first month's

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Effective: JUL 1 1978

## GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
FIRST REVISED SHEET 10

ADVANCE PAYMENTS AND DEPOSITS

charges for exchange service, equipment, facilities, mileage, listings and joint user service.

3. In addition to the advance payment specified in the preceding paragraph, an applicant for telephone service which involves an unusual installation expense may, if it is deemed necessary by the telephone company in safeguarding its interests, be required to make an advance payment of such proportion of the estimated cost as is to be borne by the applicant in addition to such service connection charges as are applicable.
4. The amount of any advance payment collected because of unusual installation expense is credited to the applicant's account to apply against the construction or installation charge. If the amount of such advance payment collected is in excess of the proportion of such costs to be borne by the applicant, the amount of the excess is either returned to the customer or credited to his account.

## C. DEPOSITS

1. Unless credit has otherwise been established, the telephone company may require any applicant for, or subscriber to its services to deposit a sum up to an amount equal to the charge for two and one-half months local service and the estimated toll messages during a like period.
2. The telephone company shall pay interest on deposits at the rate of seven per cent (7%) per annum. Interest on (T)

W. M. Jennings, Jr.  
President

Effective: January 1, 1983

**GENERAL SUBSCRIBER SERVICES TARIFF****HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GA****SECTION B  
THIRD REVISED SHEET 11****SUBSCRIBER'S CONTRACTS**

Continued

**G. ADVANCE BILLING**

The subscriber shall pay monthly in advance or on demand all charges for exchange service and equipment and shall pay on demand all charges for toll service. The subscriber assumes responsibility for all charges for exchange service and toll messages originating at the subscriber's station and for toll messages received at the subscriber's station on which the charges have been reversed with the consent of the person called.

**H. PAYMENTS**

All charges due by the subscriber are payable by the subscriber at the telephone company's commercial office or at any other agency duly authorized to receive such payments. If objection in writing is not received by the telephone company within thirty days after the bill is rendered, the account shall be deemed correct and binding upon the subscriber.

**H.1. LATE PAYMENT CHARGE**

1. A late payment charge of one and one half percent (1.5%) will be applied to each customer's bill when a previous month's bill has an unpaid balance of \$20.00 or more at the time of the billing due date. (N)
2. A collection fee of \$9.00 in addition to the late payment charge in H.1. above will be applied to the accounts of business subscribers with an unpaid balance when the previous month's bill has not been paid in full at the time of the billing due date. (N)
3. A collection fee of \$5.00 in addition to the late payment charge in H.1. above will be applied to the accounts of residence subscribers with an unpaid balance when the previous month's bill has not been paid in full at the time of the billing date. (N)

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Robert W. Krueger  
President

Effective: February 17, 2002

**GENERAL SUBSCRIBER SERVICES TARIFF****HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GA****SECTION B  
FIRST REVISED SHEET 12****SUBSCRIBER'S CONTRACTS**

Continued

**I. SUSPENSION OF SERVICE**

The telephone company may without notice either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, sever the connection and remove any of its equipment from the subscriber's premises upon:

1. Abandonment of the service.
2. Failure of a customer to make a suitable deposit as required by this Tariff.
3. Impersonation of another with fraudulent intent.
4. Listening in on party line conversations.
5. Non payment on demand of any sum due for exchange, toll or other services. Basic local exchange service may not be terminated in those where 900 charges are in dispute.

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Robert W. Krueger  
President

Effective: January 17, 2002

**GENERAL SUBSCRIBER SERVICES TARIFF****HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GA****SECTION B  
REVISED SHEET 13****SUBSCRIBER'S CONTRACTS**

6. Use of service in such a way as to impair or interfere with the service of other customers. Such improper use includes, but is not limited to, the making of nuisance calls and the use of telephone service by a customer, or with his permission, in connection with a plan or contrivance to secure a large volume of telephone calls to be directed to such customer at or about the same time resulting in preventing, obstructing or delaying the telephone service of others.
7. The telephone company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the company's facilities, and who, after reasonable notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same and to disconnect its property from the premises of such person.
8. Any other violation of the telephone company's rules and regulations applying to subscriber's contracts or to the furnishing of service.
9. The service is unfurnished subject to the condition that it will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The telephone company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

**J. NONPAYMENT SERVICE INTERRUPTION**

When the connection has been severed for nonpayment, the contract is considered to have been terminated. Re-establishment of service may be made upon the execution of a new contract which is subject to the provision of this Tariff. In its discretion the telephone company may restore or re-establish service which has been suspended or discontinued for nonpayment of charges without payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of any rights to suspend or discontinue service for nonpayment of any rights to suspend or discontinue service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of the Tariff; nor shall the failure to suspend accounts operate as a waiver or stoppage to suspend or discontinue service for nonpayment of such accounts or of any other past due account.

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Robert W. Krueger  
President

Effective: January 17, 2002

**GENERAL SUBSCRIBER SERVICES TARIFF****HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GA****SECTION B  
REVISED SHEET 14****SUBSCRIBER'S CONTRACTS****K. TRANSMISSION ERRORS**

In view of the possibility of errors and difficulties in the transmission of messages by telephone and the impossibility of fixing in all cases the causes thereof, the telephone company cannot guarantee uninterrupted working of its lines and instruments. The customer shall render the telephone company free of all liability due to delay of installation, interruption of service, and/or malfunction of equipment during installation of equipment of thereafter.

**L. RETURN OF EQUIPMENT**

Equipment furnished by the telephone company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected. The cost of maintenance and repairs, other than that caused from normal use of the equipment, is to be charged to the subscriber.

**M. LIABILITY AT TIME OF INSTALLATION**

No liability shall be attached to the telephone company by reason of any defacement or damage to the subscriber's premises, resulting from the placing of the company's instruments, apparatus and associated wiring on such premises, provided such defacements or damage is not the result of negligence on the part of the company or its employees.

- N.** No liability shall attach to the telephone company for damages alleged to have arisen from the use of the company's service and equipment in explosive atmospheres or at outdoor or other locations which in its judgment are not suitable for the location of its service and facilities, unless such protective equipment or special device as many be available for use in such locations is subscribed for. The telephone company will provide such protective equipment when available upon the express condition that protection is not guaranteed and that no liability shall be attached is not guaranteed and that no liability shall be attached to the company for any damages alleged to have arisen in connection with the use of such equipment. Where service is to be established at a location that would involve undue hazards to employees of the telephone company, the customer may be required to install and maintain equipment and facilities in a manner satisfactory to the telephone company, the remuneration to be based on the conditions involved.

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Robert W. Krueger  
President

Effective: January 17, 2002

**GENERAL SUBSCRIBER SERVICES TARIFF****HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GA****SECTION B  
SECOND REVISED SHEET 15****SUBSCRIBER'S CONTRACTS****O. Use of Customer's Service**

Pursuant to the requirements of Official Code of Georgia Annotated (OCGA) Section 46-5-25, the telephone service of any subscriber terminating at the location of a facsimile machine which is used or operated in violation of the provisions set forth following shall be subject to disconnection if the violation does not cease within 10 days from the date of delivery shown on the return receipt of the certified letter mailed by the Company of the subscriber notifying the subscriber of the violation. A copy of this letter shall also be sent to the Georgia Public Service Commission. (N)

(10) It shall be a violation for any subscriber to initiate the transmission of, employ or direct another to initiate the transmission of, or contract for the initiation of the transmission of an unsolicited facsimile message for the commercial purpose of advertising or offering the sale, lease, rental, or gift of any goods, services, or real personal property. (N)

(20) Paragraph 1, preceding shall not apply where the recipient has consented to the receipt of one or more telefacsimile messages or where there exists a prior contractual or business relationship between the recipient and the initiators or the initiator's principal. (N)

The exception provided for in the preceding paragraph shall not apply where the recipient has notified the initiator or the initiator's principal that the recipient does not wish to receive further telefacsimile messages from the initiator or the initiators principal. (N)

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Robert W. Krueger  
President

Effective: January 17, 2002

**GENERAL SUBSCRIBER SERVICES TARIFF****HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GA****SECTION B  
REVISED SHEET 16****TELEPHONE SERVICE DISCONNECTION****A. GENERAL**

It is the policy of Hawkinsville Telephone Company to apply consistent and non-discriminatory treatment to all delinquent subscriber accounts. To this end, the following procedure will apply to residential subscribers who are termed delinquent and who are subject to a suspension of service:

1. No basic residential service will be disconnected for local service charges until at least twenty-nine (29) days from the date of the bill.
2. Further, no residential service will be disconnected for local service charges until the Company has given the affected subscriber a written notice of the proposed disconnection at least five (5) days prior to the proposed date of disconnection. The notice will include:
  - a (a) The final payment date of the amount due, including the unpaid balance;
  - b (b) The reason for the disconnection;
  - (c) A telephone number which the subscriber may call for information about the proposed disconnection; and
  - (d) The procedure for medical emergencies.
5. If the Company has not contacted a delinquent subscriber prior to mailing the notice (or leaving it at the premises), then the Company will make a good faith effort to establish such a contact at least two (2) days before the proposed disconnection.
6. Service will not be disconnected for nonpayment of local service charges to a residential customer who has a serious illness which would be aggravated by said discontinuation, provided that the subscriber notifies the Company of this condition in writing, or orally and within ten (10) days of giving such initial notice, furnishes to the Company a written statement from a physician, county board of health, hospital or clinic identifying the illness and its expected duration, and certifying that the illness would be aggravated by such discontinuance. In such event, the proposed disconnection shall be held in abeyance for the shorter or either the length of the illness or one month from the date of such initial notice,

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Robert W. Krueger  
President

Effective: January 17, 2002

**GENERAL SUBSCRIBER SERVICES TARIFF****HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GA****SECTION B  
REVISED SHEET 17****TELEPHONE SERVICE DISCONNECTION**

and the subscriber may renew the postponement period one additional time by repeating the aforementioned procedure. If there is a dispute regarding the existence of a serious illness, the case may be referred to the Georgia Public Service Commission for final determination.

7. No residential subscriber will be disconnected for unpaid local service charges if the subscriber notifies the Company between the date of receiving a notification of the proposed disconnection of service and the date set for disconnection and agrees to pay the unpaid balance for service previously provided in equal installments over the three (3) consecutive billing months immediately following said notice. Further, to qualify for this extended payment plan, the subscriber must agree to pay all future bills, and the installments, by the date due.

If a subscriber is sent a notice of intent to disconnect at any time during that period when the subscriber is paying on an installment basis for local service previously provided, or if the subscriber makes toll calls exceeding ten (\$10.00) dollars in any thirty (30) day period while carrying a local service arrears balance, the Company shall have the right to immediately and without further notice, disconnect service to that subscriber,

If a subscriber fails to make any agreed upon payment as set forth immediately above, the Company may disconnect service without further notice.

8. In the case of a disputed bill for local residential service, the subscriber shall have the right, after all remedial measures, the subscriber shall have the right, after all remedial measures with the Company have failed, to request in writing, or orally to be followed by a request in writing, that the Georgia Public Service Commission investigate the dispute. If such a request is made within ten (10) days following the date of the disputed bill, and the Company is notified of such request, then in that event, service will not be disconnected until there has been a final resolution of the disputed bill by the Commission.

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Robert W. Krueger  
President

Effective: January 17, 2002

## GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 18

SUBSCRIBER'S CONTRACTS

acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The telephone company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

## J. NONPAYMENT SERVICE INTERRUPTION

When the connection has been severed for nonpayment, the contract is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new contract which is subject to the provision of this Tariff. In its discretion the telephone company may restore or re-establish service which has been suspended or discontinued for nonpayment of charges without payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver of any rights to suspend or discontinue service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of the Tariff; nor shall the failure to suspend accounts operate as a waiver or stoppage to suspend or discontinue service for nonpayment of such accounts or of any other past due account.

## K. TRANSMISSION ERRORS

In view of the possibility of errors and difficulties in the transmission of messages by telephone and the impossibility of fixing in all cases the causes thereof, the telephone company cannot guarantee uninterrupted working of its lines and instruments. The customer shall render the telephone company free of all liability due to delay of installation, interruption of service, and/or malfunction of equipment during installation of equipment or thereafter.

W. M. Jennings, Jr.  
Executive Vice-President

Effective: JUL 1 1978

## GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 19

SUBSCRIBER'S CONTRACTS

## L. RETURN OF EQUIPMENT

Equipment furnished by the telephone company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected. The cost of maintenance and repairs, other than that caused from normal use of the equipment, is to be charged to the subscriber.

## M. LIABILITY AT TIME OF INSTALLATION

No liability shall be attached to the telephone company by reason of any defacement or damage to the subscriber's premises, resulting from the placing of the company's instruments, apparatus and associated wiring on such premises, provided such defacements or damage is not the result of negligence on the part of the company or its employees.

## N. USE OF EQUIPMENT IN HAZARDOUS LOCATIONS

No liability shall attach to the telephone company for damages alleged to have arisen from the use of the company's service and equipment in explosive atmospheres or at outdoor or other locations which in its judgment are not suitable for the location of its service and facilities, unless such protective equipment or special device as may be available for use in such locations is subscribed for. The telephone company will provide such protective equipment when available upon the express condition that protection is not guaranteed and that no liability shall be attached to the company for any damages alleged to have arisen in connection with the use of such equipment. Where service

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Effective: JUL 1 1978

GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 20

SUBSCRIBER'S CONTRACTS

is to be established at a location that would involve undue hazards to employees of the telephone company, the customer may be required to install and maintain equipment and facilities in a manner satisfactory to the telephone company, the remuneration to be based on the conditions involved.

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Executive Vice-President

Effective: JUL 1 1978

## GENERAL SUBSCRIBER SERVICES TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 20.1

## SUBSCRIBER'S CONTRACTS

## 0. Use Of Customer's Service

Pursuant to the requirements of Official Code of Georgia Annotated (N)  
(OCGA) Section 46-5-25, the telephone service of any subscriber  
terminating at the location of a facsimile machine which is used or  
operated in violation of the provisions set forth following shall be  
subject to disconnection if the violation does not cease within 10  
days from the date of delivery shown on the return receipt of the  
certified letter mailed by the Company of the subscriber notifying  
the subscriber of the violation. A copy of this letter shall also be  
sent to the Georgia Public Service Commission.

(1) It shall be a violation for any subscriber to initiate the (N)  
transmission of, employ or direct another to initiate the  
transmission of, or contract for the initiation of the transmission  
of an unsolicited facsimile message for the commercial purpose of  
advertising or offering the sale, lease, rental, or gift of any  
goods, services, or real personal property.

(2) Paragraph 1, preceding shall not apply where the recipient has (N)  
consented to the receipt of one or more telefacsimile messages or  
where there exists a prior contractual or business relationship  
between the recipient and the initiator or the initiator's principal.

The exception provided for in the preceding paragraph shall not apply (N)  
where the recipient has notified the initiator or the initiator's  
principal that the recipient does not wish to receive further  
telefacsimile messages from the initiator or the initiator's  
principal.

## GENERAL SUBSCRIBERS SERVICE TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 21

TELEPHONE SERVICE DISCONNECTION

## A. GENERAL

It is the policy of Hawkinsville Telephone Company to apply consistent and non-discriminatory treatment to all delinquent subscriber accounts. To this end, the following procedure will apply to residential subscribers who are termed delinquent and who are subject to a suspension of service:

1. No basic residential service will be disconnected for local service charges until at least twenty-nine (29) days from the date of the bill.
2. Further, no residential service will be disconnected for local service charges until the Company has given the affected subscriber a written notice of the proposed disconnection at least five (5) days prior to the proposed date of disconnection. The notice will include:
  - (a) The final payment date of the amount due, including the unpaid balance;
  - (b) The reason for the disconnection;
  - (c) A telephone number which the subscriber may call for information about the proposed disconnection; and
  - (d) The procedure for medical emergencies.
3. If the Company has not contacted a delinquent subscriber prior to mailing the notice (or leaving it at the premises), then the Company will make a good faith effort to establish such a contact at least two (2) days before the proposed disconnection.
4. Service will not be disconnected for nonpayment of local service charges to a residential customer who has a serious illness which would be aggravated by said discontinuation, provided that the subscriber notifies the Company of this condition in writing, or orally and within ten (10) days of giving such initial notice, furnishes to the Company a written

## GENERAL SUBSCRIBERS SERVICE TARIFF

HAWKINSVILLE TELEPHONE COMPANY  
HAWKINSVILLE, GEORGIA

SECTION B  
ORIGINAL SHEET 22

TELEPHONE SERVICE DISCONNECTION

statement from a physician, county board of health, hospital or clinic identifying the illness and its expected duration, and certifying that the illness would be aggravated by such discontinuance. In such event, the proposed disconnection shall be held in abeyance for the shorter or either the length of the illness or one month from the date of such initial notice, and the subscriber may renew the postponement period one additional time by repeating the aforementioned procedure. If there is a dispute regarding the existence of a serious illness, the case may be referred to the Georgia Public Service Commission for final determination.

5. No residential subscriber will be disconnected for unpaid local service charges if the subscriber notifies the Company between the date or receiving a notification of the proposed disconnection of service and the date set for disconnection and agrees to pay the unpaid balance for service previously provided in equal installments over the three (3) consecutive billing months immediately following said notice. Further, to qualify for this extended payment plan, the subscriber must agree to pay all future bills, and the installments, by the date due.

If a subscriber is sent a notice of intent to disconnect at any time during that period when the subscriber is paying on an installment basis for local service previously provided, or if the subscriber makes toll calls exceeding ten (\$10.00) dollars in any thirty (30) day period while carrying a local service arrears balance, the Company shall have the right to immediately and without further notice, disconnect service to that subscriber.

If a subscriber fails to make any agreed-upon payment as set forth immediately above, the Company may disconnect service without further notice.

6. In the case of a disputed bill for local residential service, the subscriber shall have the right, after all remedial measures with the Company have failed, to request in writing, or orally to be followed by a request in writing, that the Georgia Public Service Commission investigate the dispute. If such a request is made within ten (10) days following the date of the disputed bill, and the Company is notified of such request, then in that event, service will not be disconnected until there has been a final resolution of the disputed bill by the Commission.

**GENERAL SUBSCRIBER SERVICES TARIFF****COMSOUTH TELECOMMUNICATIONS, INC.  
HAWKINSVILLE, GA****SECTION C  
FOURTEENTH REVISED SHEET 1  
REPLACES THIRTEENTH REVISED SHEET 1****LOCAL EXCHANGE RATES****A. GENERAL****B.**

The rates specified herein, with mileage charges where applicable, entitle subscribers to access all exchange access lines in the subscriber's county of residence within the same LATA and all exchange access line bearing the exchange designation of ComSouth Telecommunications.

**A.1 Definitions**

A.1.1 Network Access Charge – The recurring monthly charge for residential or business service that accounts for network services through the protector bringing the entire local and national network to the premise.

**A.1.2****B. Rates – Network Access Charge****Residence - 1 Party**

Effective January 1, 2013	\$18.45	(D)
Effective January 1, 2014	\$19.20	(I)

<b><u>Business – 1 Party</u></b>	\$34.14	
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C. The Base Rate Area extends from the center of the city to the city limits as defined on October 27, 1952.

D. The rates in paragraph B above provide access as defined in A.1.1 only.

Issued: November 29, 2012  
Robert W. Krueger, President

Effective: January 1, 2013

**GENERAL SUBSCRIBER SERVICES TARIFF****COMSOUTH TELECOMMUNICATIONS, INC.  
HAWKINSVILLE, GA****SECTION M  
SECOND REVISED SHEET 40  
REPLACES FIRST REVISED SHEET 40****MILEAGE CHARGES****A. EXTRA EXCHANGE LINE MILEAGE**

1. The following mileage charges apply in connection with access positions or private branch exchange systems which are located within the exchange area and are in addition to the base rate quoted for the class of service furnished:

**A. Mileage Band One, 0-10 quarters**

		(D)
Effective January 1, 2013	\$0.37	(R)
Effective January 1, 2014	\$0.00	(R)

**B. Mileage Band Two, 11 - 25 quarters**

		(D)
Effective January 1, 2013	\$1.63	(R)
Effective January 1, 2014	\$0.00	(R)

**C. Mileage Band Three, More than 25 quarters**

		(D)
Effective January 1, 2013	\$2.50	(R)
Effective January 1, 2014	\$0.00	(R)

2. Mileage charges are computed on airline measurements from the station to the central office and are measured in ¼ mile increments. Mileage Charges for individual line or private branch exchange trunk lines are computed separately for each circuit.

**GENERAL SUBSCRIBER SERVICES TARIFF****COMSOUTH TELECOMMUNICATIONS, INC.  
HAWKINSVILLE, GA****SECTION D  
SECOND REVISED SHEET 11****LIFELINE ASSISTANCE PROGRAM**

(C)

**A. LOW-INCOME PROGRAM**

The Company, as part of its obligations as an Eligible Telecommunications Carrier, offers a low-income assistance program. This program, Lifeline Assistance, is offered under the terms and conditions provided below:

**1. Lifeline Assistance****a. General**

Lifeline Assistance is a non-transferable retail service offering for which qualifying low-income subscribers pay reduced charges, as provided for below. Lifeline Assistance enables eligible subscribers to pay reduced charges for voice telephony service that includes the following services: voice-grade access to the public switched network or its functional equivalent; local usage; access to emergency services; and toll limitation.

**b. Regulations**

Subscribers are eligible for Lifeline Assistance if:

- 1) The subscriber's household income is at or below 135 percent of the Federal Poverty Guidelines, or
- 2) The subscriber, or one or more of the subscriber's dependents or the subscriber's household, receives benefits from at least one of the following qualifying programs:

Medicaid;  
Supplemental Nutrition Assistance Program (SNAP),  
formerly known as Food Stamps;  
Supplemental Security Income (SSI);  
Federal Public Housing Assistance;  
Low-Income Home Energy Assistance Program (LIHEAP);  
National School Lunch Program's free lunch program;  
Temporary Assistance for Needy Families (TANF);  
Low Income Senior Citizens discount plan offered by a  
local gas or power company

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**GENERAL SUBSCRIBER SERVICES TARIFF****COMSOUTH TELECOMMUNICATIONS, INC.  
HAWKINSVILLE, GA****SECTION D  
SECOND REVISED SHEET 12****LIFELINE ASSISTANCE PROGRAM**

- A. LOW-INCOME PROGRAM (Cont'd)
1. Lifeline Assistance (Cont'd)
- b. Regulations (Cont'd)
- 3) Other eligibility requirements may be established by the Commission.
- 4) Each subscriber to Lifeline Assistance must certify in writing to the Company, under penalty of perjury, that s/he receives benefits under a program outlined in sub-paragraphs (a) through (c), above, and must, on that same document, agree to notify the Company if s/he ceases to participate in the program(s). The certification form shall conform to the requirements described herein, and shall be made available upon request to any subscriber. The Company shall retain all such subscriber certifications in order to furnish proof of subscriber eligibility as may be required from time to time by Universal Service administrators.
- 5) A subscriber may elect at the time of subscription to Lifeline Assistance to receive toll limitation as part of Lifeline Assistance. "Toll limitation" is a service that allows a subscriber to elect not to allow the completion of outgoing toll calls from the subscriber's residence.

**GENERAL SUBSCRIBER SERVICES TARIFF****COMSOUTH TELECOMMUNICATIONS, INC.  
HAWKINSVILLE, GA****SECTION D  
SECOND REVISED SHEET 13****LIFELINE ASSISTANCE PROGRAM**

- A. LOW-INCOME PROGRAM (Cont'd)
1. Lifeline Assistance (Cont'd)
- b. Regulations (Cont'd)
- 6) Lifeline Assistance will not be disconnected for non-payment of toll charges, unless the Company first demonstrates to the Commission that the Company would incur substantial costs, that the Company offers toll limitation without charge, and that telephone subscribership among low-income subscribers in the Company's service area is greater than or equal to the national subscribership rate for low-income consumers. For purposes of this paragraph, a "low-income consumer" is one with an income below the poverty level for a family of four residing in Georgia. The Company shall follow all applicable notice provisions as established, from time to time, by the Commission, as part of the waiver process, and to implement a waiver, if granted. The Company may reapply for the waiver as necessary.
- 7) The Company may not collect a service deposit in order to initiate Lifeline Assistance if the qualifying low-income subscriber voluntarily elects toll blocking from the Company, where available or if the qualifying low-income subscriber elects a calling plan that does not distinguish between toll and non-toll calls in its pricing. If toll blocking is unavailable, then the Company may charge a service deposit.

**GENERAL SUBSCRIBER SERVICES TARIFF****COMSOUTH TELECOMMUNICATIONS, INC.  
HAWKINSVILLE, GA****SECTION D  
SECOND REVISED SHEET 14****LIFELINE ASSISTANCE PROGRAM**

- A. LOW-INCOME PROGRAM (Cont'd)
1. Lifeline Assistance (Cont'd)
- c. Effective August 1, 2012, the Lifeline credit available to an eligible customer in Georgia is equal to the total of federal support as established by the Federal Communications Commission. The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.
- d. The Company shall apply the baseline payments received by the administrator of the federal Lifeline Assistance program to waive the qualifying customer's federal Subscriber Line Charge. The Company shall apply any additional federal support amount to the qualifying customer's basic local exchange service rate.
- e. To be eligible for Lifeline Assistance, qualifying customers must subscribe to a flat-rate basic local exchange service offering that is made available in the Company's service area.
- f. Partial payments that are received from Lifeline customers shall first be applied to local service charges and then to any outstanding toll charges.
2. All aspects of the Lifeline Assistance program shall be subject to the interpretation of applicable Federal regulations and any directives which may from time to time be prescribed by the Universal Service Administrative Company. These rules are separate and apart from any rules prescribed as part of a state Universal Service program.
3. (Deleted)

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(C)

(C)

(D)

(D)

**REDACTED – FOR PUBLIC INSPECTION**

**COMSOUTH TELECOMMUNICATIONS (SAC 220369)**

**ATTACHMENT - LINE 3017**

**ATTACHMENT REDACTED IN ENTIRETY**