

WN U-2 CANCELLING WN U-1 OF
LA CENTER TELEPHONE COMPANY, INC.

ORIGINAL SHEET NO. R-1

LEWIS RIVER TELEPHONE COMPANY, INC.

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RULES GOVERNING SERVICE

Rule 1 - General

1. Application.

The rules set forth in this tariff apply to intrastate services and facilities furnished within the State of Washington by the company, subject to the jurisdiction of the Commission.

2. Waiver.

The telephone services furnished by this company are subject to the rates, charges, rules and conditions contained in this tariff. No officer, employee or agent of the company has authority to waive, alter or amend any of these provisions. Rates may be changed or cancelled only with the consent or approval of the Commission.

Issued December 8, 1989 Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By James R. [Signature] Title President

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ORIGINAL SHEET NO. R-2

LEWIS RIVER TELEPHONE COMPANY, INC.

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Rule 2 - Application for Service

1. Applications, How Made.

Applications for service are to be made at the office of the company either orally or in writing. An application does not bind the company to serve except under reasonable conditions nor does it bind the applicant to take service. If the prospective subscriber requests cancellation of an application, this will be done without charge unless instrumentalities have been installed. The regular tariff charge will be made for any instrumentalities that may have been installed. The company may cancel the application if the prospective subscriber refuses to comply with tariff provisions, in which event no installation charges will apply.

2. Deposits.

An applicant for service who is indebted to the company for previous service may be required to overcome said indebtedness and/or make a deposit in accordance with the Deposit Rule (Rule 9), as the latter is set forth in this tariff, before service is established.

Issued December 8, 1989

Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By James H. [Signature] Title President

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ORIGINAL SHEET NO. R-3

LEWIS RIVER TELEPHONE COMPANY, INC.

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Rule 3 - Service Connections

1. Company Provided Wire.

Except as otherwise provided in these rules and regulations, the company will, at its own expense, furnish and install to the point of the Network Interface, all wires necessary to serve applicants in accordance with its lawful rates, rules and regulations and in accordance with its established construction standards.

2. Inside Wiring.

The inside wiring necessary to provide telephone service is the responsibility of the subscriber. Installation of inside wiring, as well as the maintenance and repair of inside wiring may be procured by the subscriber from the company or others. When such installation, maintenance or repair is performed by other than the company, it shall comply with all applicable FCC and other governmental requirements.

3. Construction Charges.

Construction charges are applied in addition to service connection charges to cover excessive costs of construction or installation. In cases of installations requiring a construction charge, the company may fix a minimum period of service, which would depend upon the type of construction and its cost.

4. Special Construction.

Subscribers requiring special types of construction such as interior conduit wiring, etc. are required to bear the cost of such construction. Similarly, if additional underground or other special construction is required for the installation of an extension station, branch exchange station or supplemental equipment, the cost of such construction is to be borne by the subscriber.

Issued December 8, 1989

Effective

January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By

James R. [Signature]

Title

President

ORIGINAL SHEET NO. R-4

LEWIS RIVER TELEPHONE COMPANY, INC.

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Rule 4 - Reconnection

1. General.

When service has been temporarily disconnected by request or action of the subscriber, the appropriate non-recurring charge named elsewhere in this tariff will apply to a subsequent reconnection.

2. Deposit Required When.

In addition to the above, if a delinquency exists, the subscriber may be required to overcome the delinquency and/or make a deposit in accordance with the Deposit Rule (Rule 9), as the latter is set forth elsewhere in this tariff, before the service is reconnected.

Issued December 8, 1989 Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By *James H. ...* Title President

LEWIS RIVER TELEPHONE COMPANY, INC.

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DEC 7 1989

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Rule 5 - Use of Service

1. General.

The application of business or residence rates to private or public telephone service is governed by the actual or obvious use made of the service by the subscriber. If residence service is found to be used largely or principally for business purposes, the company will provide business service, except in cases where the subscriber will thereafter use the service only for domestic requirements.

2. Public Use of Private Service.

If it is found that the subscriber is permitting public use of service furnished the subscriber for his or her private use, the company will request that the facilities be so located as to be inaccessible to the public or that the subscriber permit no further public use after the matter has been called to the subscriber's attention. No charge will be made for the relocation of a telephone instrument under such circumstances.

3. Flat Rate Services - Limitation.

Flat rate services are not installed on premises of a public or semi-public character in a location where the telephone would be accessible for use by the patrons of the subscriber or by the public in general.

4. Application for Party Line Service.

Applications for party-line service are accepted by the company with the understanding that each subscriber will so use the service as not to interfere with an equitable or proportionate use of the service by other subscribers on the same line. When the duration or number of messages sent or received by a party-line subscriber is so great as to prevent an equitable, proportionate use of line by other subscribers on the line, the company shall have the right to require the subscriber to contract for a higher grade of service or to discontinue the service of the subscriber in question.

Issued December 8, 1989

Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By

Title

President

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LA CENTER TELEPHONE COMPANY, INC.

ORIGINAL SHEET NO. R-6

LEWIS RIVER TELEPHONE COMPANY, INC.

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5. Alterations/New Construction. The subscriber agrees to notify the company promptly whenever alterations or new construction on premises owned or leased by the subscriber necessitates changes in the company's facilities, and the subscriber agrees to pay the company's current charges for such changes.

Issued December 8, 1989 Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By James H. Conway Title President

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Rule 6 - Responsibility for, and Maintenance of, Service

1. Subscriber's Responsibilities.

- (a) The subscriber is responsible for loss of or damage to any equipment or apparatus furnished by the company, unless such loss or damage is due to causes beyond the subscriber's control.
- (b) All telephone equipment and apparatus furnished by the company shall be carefully used and shall not be connected, disconnected, moved or altered in any manner except by an authorized representative of the company.
- (c) The subscriber may be requested to provide suitable housing or other protective measures where equipment or instrumentalities are installed in locations exposed to weather or other hazards.

Issued December 8, 1989 Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By Tom K. K... .. Title President

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LA CENTER TELEPHONE COMPANY, INC.

ORIGINAL SHEET NO. R-8

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Rule 7 - Access to Premises

1. The company shall be given the right of ingress to or egress from the subscriber's premises at all reasonable hours for any purpose reasonably connected with the furnishing of telephone service and to exercise any and all rights secured to it by law or these rules.

Issued December 8, 1989 Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By James R. [Signature] Title President

WN U-2

Second Revised Sheet R-9
Cancels First Revised Sheet R-9

LEWIS RIVER TELEPHONE COMPANY, INC.
Washington

Rule 8 - Bills-Dishonored Checks

APPROVED

1. Subscriber Responsibilities.

The subscriber is responsible for all proper rates and charges in conjunction with the services furnished him, including calls originating and accepted received collect at the subscriber's access line.

2. Timing of Bills

Bills for flat rate exchange service may be rendered in advance. Bills for interexchange service will be rendered in arrears and in general will be presented with the bills for exchange service. Unless otherwise indicated in the rate schedules, the regular billing period will be once each month. If, however, it appears necessary or advisable, bills may be rendered at more frequent intervals.

3. Payment of Bills

Payment of bills for telephone service shall be made to the company or to a duly authorized collector of the company.

4. A. Delinquent - When

(T)

All bills are due and payable upon presentation and delinquent if not paid within fifteen days after presentation.

B. Late Payment Charges

(N)

- 1) A Late Payment charge of 1% per month applies to all past due balances.
- 2) The late payment charge will be uniformly applied to all exchange customers
- 3) Final collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late charge. The late payment charge does not extend the time for payment or otherwise enlarge or change the rights of the customer. Notice of intention to pay late will not avoid this charge.
- 4) For those billing amounts purchased from other carriers, the late payment charge will be applied by the billing Company. Duplication of late payment charges for billing amounts done on behalf of others is prohibited.
- 5) Customers with past due balances who sign up for electronic payments will receive a one-time waiver of the late payment charge.

(K)

(N)

(K)

(K) Text previously shown here now appears on Sheet R9.1 of this Section.

ISSUED: September 4, 2009

EFFECTIVE: October 16, 2009

BY:


Joel Dohmeier

TITLE: Vice President

WN U-2
First Revised Sheet R-10
Cancels Original Sheet R-10

LEWIS RIVER TELEPHONE COMPANY, INC.
Washington

RULE 9 - DEPOSITS

The Company does not take deposits or advanced payments unless stated elsewhere in this tariff.

(T)
(T)

(D)

(D)

BY AUTH. OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET NO. UT-200141

ISSUED: March 2, 2020

EFFECTIVE: April 3, 2020

BY: _____


Joel Donmeier

TITLE: Vice President

WN U-2
First Revised Sheet R-11
Cancels Original Sheet R-11

LEWIS RIVER TELEPHONE COMPANY, INC.
Washington

(D)

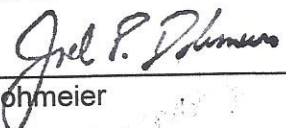
(D)

BY AUTH. OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET NO. UT-200141

ISSUED: March 2, 2020

EFFECTIVE: April 3, 2020

BY: _____


Joel Dohmeier

TITLE: Vice President

WN U-2
First Revised Sheet R-12
Cancels Original Sheet R-12

LEWIS RIVER TELEPHONE COMPANY, INC.
Washington

(D)

(D)

BY AUTH. OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET NO. UT-200141

ISSUED: March 2, 2020

EFFECTIVE: April 3, 2020

BY: _____


Joel Dohmeier

TITLE: Vice President

WN U-2
First Revised Sheet R-13
Cancels Original Sheet R-13

LEWIS RIVER TELEPHONE COMPANY, INC.
Washington

(D)

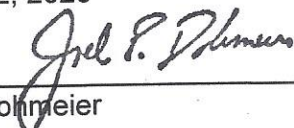
(D)

BY AUTH. OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET NO. UT-200141

ISSUED: March 2, 2020

EFFECTIVE: April 3, 2020

BY: _____


Joel Dolmeier

TITLE: Vice President

WN U-2

Second Revised Sheet R-14
Cancels First Revised Sheet R-14

LEWIS RIVER TELEPHONE COMPANY, INC.
Washington

(D)

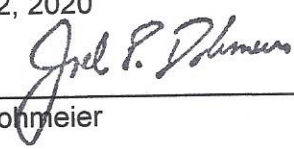
(D)

BY AUTH. OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET NO. UT-200141

ISSUED: March 2, 2020

EFFECTIVE: April 3, 2020

BY: _____


Joel Dohmeier

TITLE: Vice President

WN U-2

Second Revised Sheet R-15
Cancels First Revised Sheet R-15

LEWIS RIVER TELEPHONE COMPANY, INC.
Washington

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(D)

BY AUTH. OF WASH. UTILITIES & TRANSPORTATION COMM. DOCKET NO. UT-200141

ISSUED: March 2, 2020

EFFECTIVE: April 3, 2020

BY: _____


Joel Donmeier

TITLE: Vice President

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ORIGINAL SHEET NO. R-16

LEWIS RIVER TELEPHONE COMPANY, INC.

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Rule 10 - Discontinuance of Service

1. By a Subscriber.

(a) A subscriber is required to give notice to the company of his or her intention to discontinue service.

2. By the Company.

Service may be discontinued by the company for any of the following reasons:

- (a) For the nonpayment of bills. The company requires that bills for service be paid within fifteen days after issuance. Upon expiration of said specified time without payment the bill is considered delinquent.
- (b) For tampering with the company's property.
- (c) In case of vacation (intentional or unintentional) of the premises by subscriber.
- (d) For nonpayment of any proper charges, including deposit, as provided in the tariff of the company.
- (e) For violation of rules, service agreements or filed tariff.
- (f) For use of subscriber equipment which adversely affects the company's service to its other subscribers.
- (g) For fraudulent obtaining or use of service. Whenever a fraudulent obtaining or use of the service is detected the company may discontinue service without notice; provided, however, that if the subscriber shall make immediate payment for such estimated amount of service as had been fraudulently taken and all costs resulting from such fraudulent use, the company will continue such service, subject to any applicable deposit

Issued December 8, 1989

Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By James R. [Signature] Title President

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DEC 7 1989

ORIGINAL SHEET NO. R-17

LEWIS RIVER TELEPHONE COMPANY, INC.

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requirements. If a second offense as to fraudulent obtaining or use is detected, the company may refuse to reestablish service, subject to appeal to the Commission. The burden of proof of such fraudulent obtaining or use will be upon the company in case of an appeal to the Commission. This rule will not be interpreted as relieving the subscriber or other person of civil or criminal responsibility.

(h) For unlawful use of service or use of service for unlawful purposes.

3. A subscriber's service will be treated as continuing through a change in location from one premises to another within the same service area if a request for service at the new premises is made prior to disconnection of service at the old premises and service is not subject to termination for cause. A subscriber will be entitled to the same type of service at the new premises upon payment of all applicable charges, unless precluded by the tariff of the company or by temporary unavailability of the same type of service at the new premises.

4. Except in case of danger to life or property, fraudulent use, impairment of service or violation of law, the company will not discontinue service unless the following conditions are met:

(a) Before effecting discontinuance of service, the company will make a good faith, bona fide effort to reach the subscriber in person or by telephone to advise the subscriber of the pending disconnection and the reasons therefore. Where telephone contact is elected, at least two attempts to reach the subscriber by telephone during reasonable hours will be made. If a business or message telephone is provided by the subscriber, the company will endeavor by that means to reach the subscriber if unable to make

Issued December 8, 1989

Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By

James H. Harrison

Title

President

LEWIS RIVER TELEPHONE COMPANY, INC.

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DEC 7 1989

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contact through the subscriber's home telephone. A log or record of the attempts will be maintained by the company showing the telephone number called and the time of the call. Telephone or personal contact will not be a substitute for written notice of disconnection as specified below. Telephone or personal contact need not be attempted when (i) the company has had cause in any of two previous billing periods during a consecutive twelve month period to attempt such contact, and (ii) the company has notified the subscriber in writing that such telephone or personal contact will not be attempted in the future before effecting disconnection of services.

- (b) The company will provide, subsequent to a subscriber's account becoming delinquent, written notice of disconnection served on the subscriber either by mail or, at its option, by personal delivery of the notice to the subscriber's address. If a mailed notice is elected, service will not be disconnected prior to the eighth business day following mailing of the notice. If personal delivery is elected, disconnection will not be made prior to 5:00 p.m. of the first business day following delivery. Delivered notice will be deemed effective if handed to a person of apparent competence in the residence or, if a business account, a person employed at the place of business of the subscriber. If no person is available to receive notice, notice will be deemed served if attached to the primary door of the residence unit or business office at which service is provided. If service is not disconnected within ten working days of the first day on which disconnection may be effected, unless other mutually acceptable arrangements have been made, that disconnect notice will become void and a new notice will be required before the service is disconnected.

Issued December 8, 1989

Effective

January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By

James R. [Signature]

Title

President

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DEC 7 1989

ORIGINAL SHEET NO. R-19

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All notices of delinquency or pending disconnection will detail procedures pertinent to the situation and provide notice of means by which the subscriber can make contact with the company to resolve any differences.

- (c) Except in case of danger to life or property, no disconnection will be accomplished on Saturdays, Sundays, legal holidays or on any day on which the company cannot reestablish service on the same or following day.
- (d) When a company employee is dispatched to disconnect service, that person is required to accept payment of a delinquent account at the service address if tendered in cash, but will not be required to dispense change for cash tendered in excess of the amount due and owing. Any excess will be credited to the subscriber's account. When disconnection is not affected due to such payment, the company is permitted to assess a fee for the disconnection visit to the service address. Notice of the amount of such fee will be provided within the notice of disconnection.
- (e) Where the company has reasonable grounds to believe service is to other than the subscriber of record, the company will undertake reasonable efforts to inform occupants of the service address of impending disconnection. Upon request of one or more service users where service is to other than the subscriber of record, a period of five business days will be allowed to permit the service users to arrange for continued service.
- (f) Where service is provided to a hospital, medical clinic with resident patients, or nursing home, notice of pending disconnection will be provided to the Secretary, Washington State Department of Social and Health Services, as well as to the subscriber. Upon request from the Secretary or

Issued December 8, 1989 Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By *James K. ...* Title President

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ORIGINAL SHEET NO. R-20

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his designee, a delay in disconnection of no less than five business days from the date of notice will be allowed so that the Department may take whatever steps are necessary in its view to protect the interests of patients resident therein who are responsibilities of the Department.

(g) Service will not be totally disconnected while a subscriber is pursuing any remedy or appeal provided for by these rules, provided any amounts not in dispute are paid when due. The subscriber will be so informed by the company upon referral of a complaint to a company supervisor or the Commission.

(h) Where a subscriber's toll charges substantially exceed the amount of any deposit or customary utilization, and where it appears the subscriber will incur excessive, uncollectible toll charges while an appeal is being pursued, the company may, upon authorization from the Commission, disconnect service. A subscriber whose service is so eligible for disconnection may maintain service pending resolution of any dispute upon payment of outstanding toll charges subject to refund if the dispute is resolved in the subscriber's favor.

5. Payment of any delinquent amount to a designated payment agency of the company will constitute payment to the company if the subscriber informs the company of such payment and the company verifies such payment.

6. Service will be restored when the causes of discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the applicant, including any proper deposit, has been made as provided for in the tariff of the company, or as the Commission may order pending resolution of any bona fide dispute between the company and the subscriber or applicant over the propriety of disconnection.

Issued December 8, 1989

Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By

James R. [Signature]

Title

President

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ORIGINAL SHEET NO. R-21

LEWIS RIVER TELEPHONE COMPANY, INC.

7. The company may make a charge, specified in its tariff, for reestablishment of service when service has been discontinued for nonpayment of bills. When service is disconnected for nonpayment of a bill it may be either completely or partially disconnected. Partial disconnection means telephone service will be restricted to either incoming or outgoing service. In case of a partial disconnection, the subscriber will be notified of the restricted usage. Upon any complete disconnection of telephone service to a subscriber, charges for service will be discontinued as of the date of the disconnection.

8. The company shall deny intrastate access service to a nonregistered telecommunications company that intends to use the requested service to provide telecommunications for hire, sale or resale to the general public within the State of Washington. When applying for intrastate access service from the company, the telecommunications company shall state in writing whether the service is intended to be used for intrastate telecommunications for hire, sale or resale to the general public.

(N)

(N)

9. Nothing contained in these Rules shall preclude the company's right to refuse additional applications for service to a customer who is in violation of these Rules without further notice.

(N)

(N)

Issued April 22, 1992 Effective May 23, 1992

Issued by Lewis River Telephone Company, Inc.

By James P. Cervený, Jr. Title President

JAMES P. CERVENY, JR.

WN U-2

Third Revised Sheet R-22
Cancels Second Revised Sheet R-22

LEWIS RIVER TELEPHONE COMPANY, INC.
Washington

Rule 11 – Allowance for Interruptions

APPROVED

The Telephone Company cannot guarantee the uninterrupted working of its services and facilities. In the event of an interruption, which is not due to the negligence or willful act of the customer or force majeure, a credit in accordance with state rules will be provided at a minimum from the time the interruption is reported or detected by the company, whichever comes first.

(C)

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ISSUED: December 16, 2013

BY: _____

Joel P. Dohmeier
Joel Dohmeier

EFFECTIVE: January 15, 2014

TITLE: Vice President

WN U-2

First Revised Sheet R-22.1
Cancels Original Sheet R-22.1

LEWIS RIVER TELEPHONE COMPANY, INC.
Washington

APPROVED

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ISSUED: December 16, 2013

BY:


Joel Dohmeier

EFFECTIVE: January 15, 2014

TITLE: Vice President

ORIGINAL SHEET NO. R-23

LEWIS RIVER TELEPHONE COMPANY, INC.

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Rule 12 - Temporary or Speculative Projects

The company will furnish temporary service or service to speculative projects under the following conditions:

1. Temporary Service.

- (a) The provisions of this rule relative to temporary service are intended to compensate the company for the costs it may incur in connection with the furnishing of temporary service and to afford protection to the company against loss in revenue from services of a temporary nature. Such services include those rendered to contractors for use during the construction of a building, service to a convention, circus, resort, guests at resorts and other cases of a similar nature where it is definitely known that service will be required for a relatively short period.
- (b) Each applicant for service may be required to pay to the company in advance or otherwise as the company may elect, the net cost of installing and removing any facilities necessary in connection with furnishing of such service by the company.
- (c) Each applicant for service may be required to deposit with the company, before service will be furnished, a sum of money in amount equal to the estimated amount of the company's bill for such service, or to otherwise secure in a manner satisfactory to the company the payment of any bills which may accrue by reason of such service so furnished or supplied.

2. Speculative Projects.

- (a) The provisions of this rule relative to speculative projects are intended to afford protection to the company against loss in revenue from service furnished to subscribers engaged in projects of an unusually financially hazardous nature. Such projects include those involving oil wells, mining operations, stock or other

Issued December 8, 1989 Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By James R. K... .. Title President

ORIGINAL SHEET NO. R-24

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promotion schemes, club membership or other drives, sales or election campaigns, resorts and others of similar nature. The provisions of this rule are also intended to afford protection to the company against loss from either residence or business services, which circumstances indicate to have more than usual liability of loss. The location where the service is to be furnished, the company's knowledge of a particular customer's activities and the information furnished by the customer may all be considered in determining whether an account should be classified as speculative.

- (b) Each applicant for service may be required to pay to the company, in advance or otherwise as the company may elect, the net cost of installing and removing any facilities necessary in connection with furnishing of such service by the company.
- (c) Each applicant for service may be required to deposit with the company, before service will be furnished, a sum of money which the company considers necessary to obtain adequate protection from loss of revenue or to otherwise secure in a manner satisfactory to the company the payment of any bills which may accrue by reason of such service so furnished or supplied.
3. Nothing in this rule shall be construed as limiting or in any way affecting the right of the company to collect from the subscriber any other or additional sum of money which may become due and payable to the company from the subscriber by reason of the service furnished or to be furnished hereunder.
4. The provisions of this rule apply not only to new services, but also to services which during the life of the service are found to be or have become, since service was applied for, of a temporary or speculative nature even though at the time of application the provisions of this rule were not applied.

Issued December 8, 1989

Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By

Title

President

ORIGINAL SHEET NO. R-25

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DEC 7 1989

LEWIS RIVER TELEPHONE COMPANY, INC.

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Rule 13 - Illegal Use of Service

1. General.

The company shall refuse to establish service for any applicant and it shall discontinue and disconnect service to a subscriber whenever it has reasonable cause to believe that the use made or to be made of the service, or the furnishing of service to the premises of the applicant or subscriber, is prohibited under any law, ordinance, regulation or other legal requirements, or is being or is to be used as an instrumentality, directly or indirectly, to violate or to aid and abet the violation of the law. A written notice to the company from any official charged with the enforcement of the law stating that such service is being used or will be used as an instrumentality to violate or to aid and abet the violation of the law is sufficient to constitute such reasonable cause.

Issued December 8, 1989 Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By *James R. Halverson* Title President

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ORIGINAL SHEET NO. R-26

LEWIS RIVER TELEPHONE COMPANY, INC.

WASH. UT. & TRANS COMM.

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Rule 14 - Listings and Directories

1. General.

The subscriber has no property right to the telephone number nor any right to continuation of service through any particular central office.

2. Change of Number.

The company may change the number of a subscriber's telephone service at any time as the requirements of the service demand.

3. Listings.

The company is liable for errors or omissions in listings of its subscribers in its telephone directories or in its information records in accordance with the following:

(a) Listing furnished without additional charge. In an amount not in excess of the charge for the exchange service (excluding additional message charges) for the period during which the error or omission continues.

(b) Listing furnished at additional charge. In an amount not in excess of the charge for that listing for the period during which the error or omission continues.

The company reserves the right to make such changes in directory listings as may be necessary to bring them into conformity with its standard form.

4. Subscriber Responsibility.

The subscriber assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold the company free and harmless of and from any claims, loss, damage or liability which may result from the use of such listing. The company does not undertake to determine the legal, contractual or other right to the use of a name to be listed in a telephone directory of the company.

Issued December 8, 1989 Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By James R. [Signature] Title President

JUL 30 1993

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FIRST REVISED SHEET NO. R-26A
CANCELLING
ORIGINAL SHEET NO. R-26A

LEWIS RIVER TELEPHONE COMPANY, INC.

5. Discontinuation of Business Listing.

If a business subscriber discontinues the business listing, the business subscriber may not continue use of the same telephone number. A new telephone number will be assigned to the residential listing.

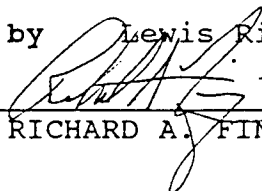
6. Personalized Listing.

If a subscriber desires a particular number for advertising, personal or other reasons or if a subscriber desires company personnel to search for numbers for which the corresponding alphabetical descriptions on the touch-pad of CPE may spell words which can be used in the subscriber's advertising or for other purposes, company personnel will search for such numbers at the rate of \$25.00 per hour, one hour minimum charge. The subscriber shall designate the maximum length of the search.

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(N)

Issued July 30, 1993 Effective September 1, 1993

Issued by Lewis River Telephone Company, Inc.

By  Title Attorney
RICHARD A. FINNIGAN

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DEC 7 1989

ORIGINAL SHEET NO. R-27

LEWIS RIVER TELEPHONE COMPANY, INC.

WASH. UT. & TRANS COMM.

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Rule 15 - Recorded Public Announcements

1. General.

For purposes of identification, subscribers to telephone service who transmit or permit the transmission of recorded public announcements over facilities provided by the company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided. Subscribers transmitting factual public announcements such as stock market quotations, airline schedules and similar information are excluded from the application of the above.

Failure to comply with the above shall be cause for termination of service.

Issued December 8, 1989 Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By James R. [Signature] Title President

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DEC 7 1989

ORIGINAL SHEET NO. R-28

LEWIS RIVER TELEPHONE COMPANY, INC.

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Rule 16 - Construction of Outside Plant Facilities

1. General.

Except where designated by law, the type of construction (aerial or underground) is the prerogative of the company.

2. New Construction of Outside Plant Facilities.

(a) In locations where underground construction would ordinarily be furnished by the company, the company will extend the necessary underground construction to the premises occupied by an applicant.

(b) In locations where the company's new outside plant construction would ordinarily be aerial, if the company is requested to construct its facilities underground, or if the company is required by law to do so, the difference between the estimated cost of furnishing underground facilities and the estimated cost of constructing equivalent aerial facilities shall be borne by the owners of real property to be served or by others requesting such new construction. In lieu of all or part of payment of such costs, those requiring such construction may furnish such materials or perform such work as may be mutually agreed between the company and others. Upon acceptance by the company, ownership of any materials so furnished shall vest in the company.

3. Relocation of Existing Outside Plant Facilities.

In locations where the company's existing outside plant is of aerial construction, if the company is requested to relocate its facilities underground, or if the company is required by law to relocate its facilities underground, the cost of constructing the new and removing the old construction shall be borne by the owners of the real property served or by other requesting such relocation construction. In lieu of all or part of payment of such costs, those requiring such construction may furnish such materials or

Issued December 8, 1989

Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By *James R. [Signature]* Title President

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perform such work as may be mutually agreed between the company and others. Upon acceptance by the company, ownership of any materials so furnished shall rest in the company.

4. Billing.

Bills for construction charges described in these rules are not to be construed as being bills for exchange or interexchange service.

Issued December 8, 1989 Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By James R. [Signature] Title President

DEC 7 1989

ORIGINAL SHEET NO. R-30

WASH. UT. & TRANS COMM.

LEWIS RIVER TELEPHONE COMPANY, INC.

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Rule 17 - Connection of Customer Provided Equipment

1. General.

Equipment and facilities not owned by the company shall not be connected to any company-owned line except to the extent that the company may be required to permit such connection by law or applicable governmental regulation, and then only if such connection is accomplished in accordance with the requirements of such law or governmental regulation; provided, that such connection may be permitted if specifically authorized by the company.

Circuitry and terminal equipment connected at the subscriber's premises to facilities furnished by the company for use with exchange service must comply with Part 68, Subpart B of FCC Rules and Regulations.

2. Maintenance.

Under no circumstances shall the company be required to maintain customer provided equipment.

3. Subscriber's Responsibilities.

Upon notification from the company that the customer provided equipment is causing or is likely to cause harm, the subscriber shall make such change as is necessary to remove such harm. Failure to make such change will result in disconnection of service until such change is completed to the satisfaction of the company.

4. Disclaimer of Liability/Subscriber Indemnification of Company.

The company shall not be liable to any person for any injury or harm to person or property resulting from the connection of customer provided equipment to any of its lines. By connecting such equipment to any of the company's lines, or by permitting or suffering such equipment to be so connected, the subscriber agrees to indemnify and hold harmless the company from and against any and all harm, injury, loss, damages or legal actions arising in whole or in part from such connection.

Issued December 8, 1989

Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By *[Signature]*

Title

President

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ORIGINAL SHEET NO. R-31

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5. Disclaimer of Warranty.

The company makes no representation or warranty whatsoever that its lines, equipment or facilities are compatible with any customer provided equipment, nor shall it be responsible for assuring such compatibility. The company reserves the right to change the configuration or characteristics of its lines, equipment and facilities at any time, without notice, and shall not be liable for the effect of such change on customer provided equipment or the usefulness of such equipment.

6. Responsibilities of Subscriber.

When customer provided equipment has caused trouble impairing service by the company and the subscriber, the subscriber's agent or someone at the subscriber's premises has asked the company to dispatch someone to his premises to repair or determine the cause of the trouble, a maintenance of service charge of \$25.00 per occasion shall apply. The application of a maintenance of service charge shall not require the company to repair the trouble or to identify the source or nature of the trouble other than that it has been caused by customer provided equipment.

7. Inside Wiring Included.

As used in this rule and regulation, the term "customer provided equipment" includes customer provided inside wiring.

Issued December 8, 1989

Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By James R. Holmquist Title President

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First Revised Sheet R-32
Cancels Original Sheet R-32

LEWIS RIVER TELEPHONE COMPANY, INC.
Washington

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Rule 18 – Complaints and Disputes

APPROVED

1. General.

Any complaint or dispute involving the company and a subscriber shall be handled in accordance with WAC 480-120-165, as now enacted or as it may be hereafter amended.

(T)

ISSUED: June 2, 2003

BY: _____

Paul E. Pederson

EFFECTIVE: July 1, 2003

TITLE: Vice President

DEC 7 1989

ORIGINAL SHEET NO. R-33

WASH. UT. & TRANS. COMM.

LEWIS RIVER TELEPHONE COMPANY, INC.

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Rule 19 - Notices

1. From Company to Subscriber.

Notices the company may give to a subscriber supplied with telephone service by the company, may be given to the subscriber or his or her authorized representative orally, unless otherwise provided by these rules or the rules of the Commission, or by written notice, either delivered at the subscriber's address or properly deposited in any United States Post Office, postage prepaid, addressed to the subscriber at the address to which telephone service is provided, or at such address as may subsequently be given by the subscriber to the company at its local business office.

2. From Subscriber to Company.

Any notice from any subscriber to the company may be given orally to the company by the subscriber or his or her authorized representative at the company's local business office where service is rendered to the subscriber unless otherwise provided by these rules, or by written notice properly addressed and mailed to the company.

Issued December 8, 1989

Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By *James R. ...* Title President

DEC 7 1989

ORIGINAL SHEET NO. R-34

WASH UT. & TRANS COMM.

LEWIS RIVER TELEPHONE COMPANY, INC.

For Commission's Receipt Stamp

Rule 20 - Obligation of Company to Provide Service -
Limitations on Service

1. Furnishing of Service.
The company's obligation to furnish service is dependant upon its ability to secure and retain without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.
2. Ownership of Facilities.
When the construction of certain facilities is necessary for the furnishing of a service, the ownership of such facilities will be vested in the company, even though all or part of the cost of construction is borne by the customer.
3. Determination of Plant.
The company shall determine the type of outside plant facilities to be provided for the furnishing of the service.
4. Relocation.
The company will be reimbursed for the costs associated with customer requests for relocation or rearrangement of facilities.
5. Resale of Service.
The resale of any local service provided by the company is not permitted, except as provided elsewhere in this tariff or if specifically authorized in writing by the company. Concurrence in another company's tariff which allows resale of local service shall not be construed as authorization by the company to resell any local services.
6. Shared Use.
Shared use of service is generally prohibited.
7. Public and Semi-Public Service.
The company shall be the sole provider of public and semi-public service.

Issued December 8, 1989

Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By

James R. ...

Title

President

DEC 7 1989

WASH. UT. & TRANS. COMM.

ORIGINAL SHEET NO. R-35

LEWIS RIVER TELEPHONE COMPANY, INC.

For Commission's Receipt Stamp

8. Limitation on Liability.

- (a) The liability of the company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing of service and not caused by the negligence of the customer, shall, in no event, exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission occurs.
- (b) When the facilities of other companies are used in establishing connections to points not reached by the company's facilities, the company is not liable for any act or omission of the other company or companies.
- (c) The company is not liable for any unavoidable damage to the subscriber's premises resulting from the attachment of its equipment and associated wiring on such premises, or the installation or removal thereof.
- (d) Overcharges by the company shall be refunded to the subscriber in compliance with WAC 480-120-116, as now enacted or as it may be hereafter amended.
- (e) The company is not liable for any accident, injury or death occasioned by its equipment or facilities when such is not due to the sole negligence of the company.
- (f) The company is not liable for any of the following:
 - (1) Claims for libel, slander or infringement of copyright from the material transmitted or recorded over its facilities;

Issued December 8, 1989

Effective January 12, 1990

Issued by Lewis River Telephone Company, Inc.

By

James R. ...

Title

President

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LEWIS RIVER TELEPHONE COMPANY, INC.
Washington

WASH. UT. & TRANS. COMM.

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APPROVED

8. Limitation on Liability (Cont'd)

(f) (Cont'd)

- (2) Claims for infringement of patents arising from combining with or using in connection with the facilities of the company;
- (3) Apparatus and systems owned by the subscriber; or
- (4) All other claims arising out of any act or omission of the customer in connection with facilities provided by the company.
- (5) The Company will make best efforts unless commercially impracticable to cure any material failure to provide service caused solely by year 2000 defects in the Company hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Company processes, equipment and systems, the Company is not responsible for failure caused by circumstances beyond its control, including, but not limited to, failure caused by: 1) the Customer; 2) other telecommunications providers; or 3) customer premises equipment. In addition, the Company does not ensure compatibility between the Company and non-Company services used by the Customer.

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(g) To the extent required by law or judicial precedent, this tariff shall not be construed to limit the Company's liability, if any, for its gross negligence or willful misconduct.

(N)
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9. Obligation of Subscriber

The subscriber agrees not to move, alter or molest the wiring, protector or any company-owned telephone equipment on the subscribers premises in any manner whatsoever, and agrees to pay all charges arising from such molestation or alterations or schedule charges of the company for changing location of the telephone apparatus under contract.

ISSUED: September 30, 1999

EFFECTIVE: October 30, 1999

BY: 
Paul E. Pederson

TITLE: Vice President