

## 1. OUTWARD WATS AND 800 SERVICE

Effective December 11, 1996, no further installations, moves, rearrangements, or changes of any type to Wide Area Telecommunications Service (WATS) will be made. Customers of record on December 11, 1996, may continue their service as long as such service remains at the location at which it was being furnished on the aforementioned date. In the event that these services are discontinued at their present location for any reason, they will not be reestablished. The preceding supersedes all of the rules and regulations that follow.

Effective January 31, 2007, Wide Area Telecommunications Service will be withdrawn in its entirety.

## A. DESCRIPTION

This section applies to IntraLATA Wide Area Telecommunications Service (WATS) furnished by AT&T Wisconsin, hereinafter called the Telephone Company. The regulations and charges stated herein apply at all exchanges of the Telephone Company to both 800 Service and Outward WATS. All 800 Service can be provisioned with either an 800 or 888 service number.

1. WATS is the furnishing of facilities in accordance with the regulations and schedule of charges specified in this guidebook for dial type telecommunications between stations associated with a WATS access line and other stations in Wisconsin in the exchanges of the Telephone Company and of such other telephone companies as may from time to time make this service available. The WATS rates set forth in this guidebook are in payment for the service furnished between the calling and called stations.
2. A WATS access line is a line from a customer's premises to a Telephone Company Central Office which is provided for the purpose of completing intraLATA WATS calls. At the option of the customer, with the agreement of an Inter-exchange Carrier, a WATS access line may be utilized for completion of intrastate interLATA calls through the use of WATS or WATS type service provided by the Inter-exchange Carrier. Each WATS access line will be arranged at the customer's option for either Outward or 800 Service but not for both.
3. Service is furnished subject to the availability of the service components required. The Telephone Company will (1) determine which of those components shall be used and (2) make modifications to those components at its option.

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1. OUTWARD WATS AND 800 SERVICE (Cont'd)  
A. DESCRIPTION (Cont'd)

4. Service Terminating Arrangement

The term "Service Terminating Arrangement" denotes Telephone Company-provided equipment which terminates WATS at a Customer's premises. The Service Terminating Arrangement provides a clearly delineated interface which facilitates the design, isolation, and testing of WATS. Where a protective connecting arrangement is required, the Service Terminating Arrangement is provided as a part of the protective connecting arrangement

B. WATS TERMINATIONS

1. The WATS access line charge includes a connection in a PBX or Centrex System. Charges for Jacks are as shown in Part 3 Section 1 of this guidebook and charges for other terminal equipment are as shown in Part 5, Section 1, of this guidebook. When unusual installation costs are involved, the facilities are furnished under the applicable guidebooks of the Telephone Company.

2. When connections are made to Customer or Other Common Carrier-provided communications systems at a premises where the Customer does not originate or terminate communications, the Telephone Company may require that WATS be furnished from a Telephone Company WATS Central Office(s) different than the Central Office(s) designated by the Telephone Company to serve that premises.

Under such circumstances, monthly and installation charges equal to charges for an additional termination, apply between the WATS Central Office that would serve the Customer's premises and the WATS Central Office from which service is actually provided.

3. All rates and charges quoted in this guidebook provide for the furnishing of service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the service does not warrant the Telephone Company assuming the unusual costs of providing the necessary construction, the customer may be required to pay all or a portion of such costs and to contract for the service for a sufficient period to warrant the construction, depending upon the circumstances in each case.

1. OUTWARD WATS AND 800 SERVICE (Cont'd)
- B. WATS TERMINATIONS (Cont'd)

4. Station

The term "Station" denotes the network control signaling unit and other equipment at the customer's premises which enables the customer to establish the communications connections and to effect communications through such connections.

- C. LIMITATIONS OF SERVICE

1. Dial type telecommunications, as specified in A.1 preceding, is a call dialed and completed from or to a WATS access line without the assistance of a Telephone Company operator, except that a Telephone Company operator will:
  - Re-establish a call which has been interrupted after the called number has been reached or,
  - Reach the called telephone number where facilities are not available for customer dial completion.
2. The Telephone Company does not undertake to transmit messages but offers the use of its facilities for communications between customers.
  - WATS does not include person-to-person, collect, conference, or other calls requiring operator handling except as provided in the preceding.
2. Provision of Equipment

Discontinued Text

Customer-provided communications systems and terminal equipment may be used with the facilities furnished by the Telephone Company for WATS service subject to the conditions specified in Part 2, Section 9, of this guidebook.

1. OUTWARD WATS AND 800 SERVICE (Cont'd)
- C. LIMITATIONS OF SERVICE (Cont'd)

4. Connection to Other Services

WATS is not represented as adapted for connection to other services of the Telephone Company, facilities of OCC's, or to customer-provided facilities. Connections of communications systems provided by the Customer or OCC may be made. However, the Telephone Company will not be responsible for the through transmission of signals or for the quality of transmission on such connections. The service contemplates the provision of satisfactory transmission only between the access line and the called or calling station. Extensions are furnished only to the premises of the same subscriber within the State.

- a. Facilities Used to Connect Customer-Provided Equipment

Regulations, rates and charges for the facilities used to connect customer-provided terminal equipment are set forth in Part 2, Section 9, of this guidebook.

- b. Facilities Used to Connect Customer-Provided Communications Systems

Regulations, rates and charges for the facilities used to connect customer-provided communications systems are set forth in Part 2, Section 9, of this guidebook.

- c. Facilities Used to Connect Communications Systems Provided by Other Common Carriers (OCC's)

Communications systems provided by OCC's, may be used in connection with Wide Area Telecommunications Service subject to the conditions specified in Part 2, Section 9, of this Guidebook.

5. Obligation of the Customer

- a. The agents and employees of the Telephone Company shall have the right to enter the premises of a customer at any reasonable hour for the purpose of installing, inspecting or repairing the services of the Telephone Company or upon termination of the service, for the purpose of removing such services.

## 1. OUTWARD WATS AND 800 SERVICE (Cont'd)

## C. LIMITATIONS OF SERVICE (Cont'd)

## 5. Obligation of the Customer (Cont'd)

- b. The Telephone Company undertakes to maintain and repair the facilities which it furnishes to customers. The customer shall be responsible for damages to facilities of the Telephone Company caused by negligence or willful act of the customer or authorized users. The customer or authorized user may not rearrange, disconnect, remove or attempt to repair, or permit others to rearrange, disconnect, remove or attempt to repair any equipment installed by the Telephone Company except upon written consent of the Telephone Company.
- c. The customer is responsible for providing a suitable supply of commercial power, including outlets, when and where required by the Telephone Company for the operation of any equipment on the customer's premises.
- d. The customer is required to reimburse the Telephone Company for any loss through theft of the equipment or apparatus on the customer's premises.

## 6. Liability of Telephone Company

- a. In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by the Telephone Company, and of the other uses for which facilities may be furnished him by the Telephone Company, and because of unavoidability of errors incident to the services and to the use of such facilities of the Telephone Company, the services and facilities furnished by the Telephone Company are subject to the terms, conditions and limitations herein specified.

## 1. OUTWARD WATS AND 800 SERVICE (Cont'd)

## C. LIMITATIONS OF SERVICE (Cont'd)

## 6. Liability of Telephone Company (Cont'd)

- b. The Telephone Company's liability, if any, for its willful misconduct is not limited by this guidebook. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair, or restoration of service, the Telephone Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge (access line rate) for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this guidebook as an allowance for interruptions.

The liability amount is determined by; (1) Dividing the access line rate by 720 hours, then (2) multiplying the result of (1) by the period of time (rounded to the next higher hour) during which the service was affected.

- c. The Telephone Company shall be indemnified and saved harmless by the customer or customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Telephone Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Telephone Company.
- d. When the lines of other telephone companies are used in establishing connections with points not reached by the Telephone Company's lines, the Telephone Company is not liable for any act or omission of the other company or companies.

## 1. OUTWARD WATS AND 800 SERVICE (Cont'd)

## C. LIMITATIONS OF SERVICE (Cont'd)

## 6. Liability of Telephone Company (Cont'd)

- e. The Telephone Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
  - (1) The Telephone Company may require each customer to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
  - (2) The customer shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.
- f. The Telephone Company is not liable for any defacement of or damage to the premises of a customer (or authorized user) resulting from the furnishing of service or the attachment of apparatus and associated wiring furnished by the Telephone Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Telephone Company.

1. OUTWARD WATS AND 800 SERVICE (Cont'd)
- C. LIMITATIONS OF SERVICE (Cont'd)

7. Construction Charges

All rates and charges quoted in this Section provide for the furnishing of service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the service does not warrant the Telephone Company assuming the unusual costs of providing the necessary construction, the customer may be required to pay all or a portion of such costs and to contract for the service for a sufficient period to warrant the construction, depending upon the circumstances in each case.

8. Completion of 800 Service Messages

800 Service is furnished upon the condition that the customer obtain adequate service to permit its use without creating excessive overflows and incompletions or otherwise interfering with this or any other service rendered by the Telephone Company. The Telephone Company, without incurring any liability, may terminate or refuse to furnish 800 Service to any customer who fails to comply with said conditions, subject only to provisions in Part 2, Section 2, Termination of Service.

9. Use of the Service

WATS is provided for use by the customer and may be used by others, when so authorized by the customer, providing that all such usage shall be subject to the provisions of this guidebook.

Orders, including those which involve the start, rearrangement, release or discontinuance of service, will be accepted by the Telephone Company only from the customer.

The customer subscribing to WATS is responsible for its use and for the payment of all charges in connection therewith, and shall exercise such control as may be necessary to insure that it is not improperly used.



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1. OUTWARD WATS AND 800 SERVICE (Cont'd)/  
C. LIMITATIONS OF SERVICE (Cont'd)

10. Cancellation For Cause

The regulations set forth in Part 2, Section 2, for Termination of Service apply when appropriate.

D. APPLICATION OF MONTHLY RATES FOR ACCESS LINE AND USAGE

1. General

The rates hereunder entitle the customer to service to or from telephones bearing the designations of exchanges within a LATA in Wisconsin of the Telephone Company and of such other telephone companies as from time to time make this service available.

2. Service Group

The term "Service Group" as used in connection with Outward WATS denotes one or more intraLATA Outward WATS access lines terminated in the same multiline terminating system at the same premises.

The term "Service Group" as used in connection with 800 Service denotes the intraLATA access lines arranged in central office equipment furnished by the Telephone Company as part of a given hunting arrangement.

3. Chargeable Time

- a. Chargeable time begins when connection is established between a station associated with the WATS access line and the calling or called station, and ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

SECTION 10 - Wide Area Telecommunications Services (WATS)

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## 1. OUTWARD WATS AND 800 SERVICE (Cont'd)

## D. APPLICATION OF MONTHLY RATES FOR ACCESS LINE AND USAGE (Cont'd)

## 3. Chargeable Time (Cont'd)

- b. When 800 Service is directly connected through a Service Terminating arrangement or Connecting Arrangement (i.e., not connected through a Multiline Terminating System or Terminal Equipment) at a Customer's premises to a communication system, chargeable time begins when the 800 Service call terminates in or passes through the first multiline terminating system or terminal equipment on the communication system. It is the customer's responsibility to furnish appropriate answer supervision to the point of connection with the 800 Service so that chargeable time may begin.

## 4. Initial Service Period

The minimum service period is one month.

## 5. Customer Billing, Payment for Service, Advance Payments and Deposits

The regulations set forth in Part 2, Section 2, for Customer Billing, Customer Responsibility, Advance Payments and Deposits apply when appropriate.

## 6. Fractional Periods

- a. Method of Determining Fractional Recurring Charges Other Than Usage (e.g. access lines, extensions, etc.)
- b. Charges for a fraction of a month are determined by dividing the monthly rate by 30 to obtain a daily rate. That rate is multiplied by the number of days service is provided.

## 1. OUTWARD WATS AND 800 SERVICE (Cont'd)

## D. APPLICATION OF MONTHLY RATES FOR ACCESS LINE AND USAGE (Cont'd)

## 8. Cancellation of Application for Service

- a. Where an application for service is canceled by the applicant prior to the start of installation of facilities, no charge applies.
- b. Where installation of facilities has been started prior to the cancellation, installation charges apply.

## 9. Allowance for Interruptions

No credit is allowed for interruptions to the Access Line of less than two hours. Interruptions to the Access Line of two hours or over not due to negligence of the customer are credited to the customer at 1/720 of the monthly charge for the Access Line for each hour or major fraction thereof of interruption.

## 1. OUTWARD WATS AND 800 SERVICE (Cont'd)

## 1.1 OUTWARD WATS

## A. METHOD OF DETERMINING CHARGES

The monthly charges for intraLATA WATS are determined using steps (1) through (8) following:

1. Determine the total number of completed calls for each service group.
2. Determine the total hours used for each service group.
3. Apply the minimum average time requirement of one minute by dividing the number of completed calls in each service group by 60.
4. Determine the total chargeable hours. This is the greater of 2. or 3. above, rounded to the nearest tenth (one decimal place).
5. Determine the number of access lines, within each service group, in service during the month. Access lines in service for a fraction of a month are based on the number of days in service divided by 30 days. The result is rounded to the nearest hundredth (two decimal places).
6. Determine the average chargeable usage per access line in the service group by dividing the chargeable hours in 4. above by the number of access lines in 5. above.
7. Determine the charge for each access line by applying rates shown in Outward WATS Rates and Charges following.
8. Determine the total charge for each service group by multiplying the charge per access line in 7. above by the number of access lines in (5) above.

SECTION 10 - Wide Area Telecommunications Services (WATS)

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## 1. OUTWARD WATS AND 800 SERVICE (Cont'd)

## 1.1 OUTWARD WATS (Cont'd)

## B. RATES AND CHARGES - OUTWARD WATS

WATS Service will be provided at levels above costs incurred by the Company and at or below the maximum rates contained in this guidebook. A Price List containing the rate schedule will be furnished to the Commission and be made available to customers a minimum of ten days prior to their effective date. The Price List is located in 1.3 following.

	<u>USOC</u>	<u>Per Month</u>
Access Line		\$35.00
Usage Charge	<u>Per 1/10 Hour or Major Fraction Thereof</u>	
0 to 10 hours	\$ 1.10	
10.1 to 20 hours	1.07	
20.1 to 40 hours	1.04	
40.1 to 60 hours	1.02	
All hours over 60	1.00	

## 1 OUTWARD WATS AND 800 SERVICE (Cont'd)

## 1.2 800 SERVICE

## A. METHOD OF DETERMINING CHARGES

The monthly charges for intraLATA WATS are determined using steps 1 through 8 following:

1. Determine the total number of completed calls for each service group.
2. Determine the total hours used for each service group.
3. Apply the minimum average time requirement of one minute by dividing the number of completed calls in each service group by 60.
4. Determine the total chargeable hours. This is the greater of 2. or 3. above, rounded to the nearest tenth (one decimal place).
5. Determine the number of access lines, within each service group, in service during the month. Access lines in service for a fraction of a month are based on the number of days in service divided by 30 days. The result is rounded to the nearest hundredth (two decimal places).

SECTION 10 - Wide Area Telecommunications Services (WATS)

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## 1. OUTWARD WATS AND 800 SERVICE (Cont'd)

## 1.2 800 SERVICE (Cont'd)

## A. METHOD OF DETERMINING CHARGES (Cont'd)

6. Determine the average chargeable usage per access line in the service group by dividing the chargeable hours in 4. preceding by the number of access lines in 5. preceding.
7. For 800 Service see Rates and Charges following.
8. Determine the total charge for each service group by multiplying the charge per access line in 7. above by the number of access lines in 5. above.

## B. RATES AND CHARGES - 800 SERVICE

800 Service will be provided at levels above costs incurred by the Company and at or below the maximum rates contained in this guidebook. A Price List containing the rate schedule will be furnished to the Commission and be made available to customers a minimum of ten days prior to their effective date. The Price List is located in 1.3 following.

	<u>Per Month</u>
Access Line	\$ 60.00
Usage Charge	<u>Per 1/10 Hour or Major Fraction Thereof</u>
0 to 10 hours	\$ 1.70
10.1 to 20 hours	1.50
20.1 to 40 hours	1.30
40.1 to 60 hours	1.10
All hours over 60	.90

## 1. OUTWARD WATS AND 800 SERVICE (Cont'd)

## 1.3 PRICE LIST

## OUTWARD WATS

	<u>USOC</u>	<u>Per Month</u>
Access Line		\$25.00
Usage Charge	<u>Per 1/10 Hour or Major Fraction Thereof</u>	
0 to 10 hours	\$ .90	
10.1 to 20 hours	.88	
20.1 to 40 hours	.86	
All hours over 40	.84	

## 800 SERVICE

		<u>Per Month</u>
Access Line		\$25.00
Usage Charge	<u>Per 1/10 Hour or Major Fraction Thereof</u>	
0 to 10 hours	\$1.20	
10.1 to 20 hours	1.10	
20.1 to 40 hours	1.05	
40.1 to 60 hours	1.00	
All hours over 60	.90	

/1/ Material formerly appeared in Part 10, Section 1, Original Sheet No. 14.