

**CONTENTS**

<b>Section</b>	<b>Subject</b>
1	Local Exchange Rates and Services
2	Definitions of Terms and Change Symbols
3	General Rules and Regulations
4	Connections of Customer-Provided Premises Equipment
5	Service Charges
6	Charges Applicable Under Special Conditions
7	Miscellaneous Service Arrangements <ul style="list-style-type: none"><li>Extension Line Mileage</li><li>Group Alerting and Public Emergency Reporting Systems</li><li>Intraexchange Private Line Services and Channels</li><li>Vacation Service</li><li>Custom Calling and CLASS Services</li><li>Toll Restriction Service</li><li>Special Calling Features</li><li>Caller ID Service</li><li>Educational Facilities</li><li>Pay-Per-Call Information Services Call Blocking</li><li>Direct Inward Dialing Service</li><li>Directory Assistance Service</li><li>Directory Listings</li><li>Pay Telephone Access Service</li><li>811 Dialing Service</li></ul>
8	Digital Services
9	Intercity Services

**LOCAL EXCHANGE RATES AND SERVICES**

**CONTENTS**

	<u>Page</u>
<b>I. DESCRIPTION OF OPERATIONS</b>	<b>1</b>
<b>II. APPLICATION OF RATES</b>	<b>2</b>
A. General	2
B. Regulations for Rates and Charges	2
<b>III. MONTHLY LOCAL EXCHANGE SERVICE RATES</b>	<b>3</b>
<b>IV. OPTIONAL EXTENDED CALLING SERVICE</b>	<b>5</b>
A. Service Description	5
B. Regulations	5
C. Corpus Christi – Optional Extended Calling	6
D. San Antonio – Optional Extended Calling	6
E. Brownsville – Optional Extended Calling	6
F. Rates and Charges – Optional Extended Calling	6
G. Service Charges	7
<b>V. MANDATORY EXTENDED LOCAL CALLING SERVICE (ELCS)</b>	<b>8</b>
A. General	8
B. Monthly ELCS Rates	8
<b>VI. LIFELINE PROGRAM</b>	<b>9</b>
A. General	9
B. Eligibility Requirements	10
C. Deposit Requirements	11
D. Lifeline Service Discounts	12
E. Service Charges	12
F. Payments and Disconnection of Service	12
<b>VII. PREPAID LOCAL TELEPHONE SERVICE (PLTS)</b>	<b>13</b>
A. General	13
B. Explanation of Terms	14
C. Eligibility Requirements for PLTS	15
D. Provision of Service	16
E. Rates for PLTS Customers	16
F. Payments Under PLTS	17
G. Deferred Payment Plan for PLTS	17
H. PLTS Subscriber Deposits	18
I. Disconnection of PLTS	18
J. Return of PLTS Subscriber to Basic Local Service	19
<b>VIII. PACKAGE OFFERINGS</b>	<b>21</b>
A. General	21
B. Description	21
C. Rates and Charges	21

**INDEX OF DEFINITIONS**

<b>TERMS</b>	<b><u>Page</u></b>	
<b>A</b>		
Access Line	<b>2</b>	
Accessories	2	
Additional Listing	2	T
Adjacent Exchange Service	2	
Air Line Measurement	2	
Applicant	2	
Authorized User	2	T
<b>B</b>		
Base Rate	<b>3</b>	
Base Rate Area	3	
Baud	3	
Blocking, Caller ID Service	3	
Bridging Point	3	
Building (Same)	3	
Business Service	3	
Business Trunk	3	
<b>C</b>		
Call	<b>4</b>	M
Call Hold	4	
Call Number	4	
Call Return	4	
Call Screening	4	
Call Trace	4	
Caller ID Service	4	
Calling Area	4	
Cancellation Charges	4	
Central Office	4	
Central Office Area	5	
Central Office Building	5	
Central Office Line	5	
Change	5	
Change Charge	5	
Channel	5	
Channel Terminal	5	
Circuit	5	
Class of Service	6	
Commission	6	
Company	6	M

**GENERAL RULES AND REGULATIONS**

**CONTENTS**

	<u>Page</u>
<b>I. APPLICATION OF TARIFF</b>	<b>1</b>
<b>II. AVAILABILITY OF FACILITIES</b>	<b>2</b>
<b>III. OBLIGATION AND LIABILITY OF COOPERATIVE</b>	<b>3</b>
A. Responsibility of the Cooperative	3
B. Service Interruptions	3
C. Undertaking of the Cooperative	3
D. Use of Connecting Company Lines	3
E. Defacement of Premises	3
<b>IV. CLASSIFICATIONS OF SERVICE</b>	<b>4</b>
A. Business Classification	4
B. Residence Classification	5
<b>V. MEMBER RELATIONS</b>	<b>7</b>
A. Information to Members	7
B. Member Complaints	8
<b>VI. APPLICATION FOR MEMBERSHIP AND SERVICE</b>	<b>9</b>
A. Application and Requirements for Membership in the Cooperative	9
B. Application and Contracts for Service	10
C. Order of Precedence in Furnishing Telephone Service	10
D. Unusual Installation Costs	10
<b>VII. ESTABLISHMENT AND MAINTENANCE OF CREDIT</b>	<b>11</b>
A. Conditions of Credit	11
B. Applicant Deposit	12
C. Deposit for Temporary or Seasonal Service and for Weekend Residences	15
D. Record of Deposits	15
E. Interest on Deposits	15
F. Refund of Deposit	16
G. Reestablishment of Credit	16
H. Complaint by Applicant or Member	16
<b>VIII. REFUSAL OF SERVICE</b>	<b>17</b>
A. Compliance by Applicant	17
B. Applicant's Recourse	18
C. Insufficient Grounds for Refusal of Service	18

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**CONTENTS**

	<u>Page</u>
<b>I. GENERAL PROVISIONS</b>	<b>1</b>
A. Responsibility of the Customer	1
B. Responsibility of the Telephone Cooperative	3
C. Liability of the Telephone Cooperative	4
D. Recording of Two-Way Telephone Conversations	4
E. Violation of Regulations	5
<b>II. CONNECTIONS OF REGISTERED EQUIPMENT</b>	<b>5</b>
A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems	5
B. Premises Wiring Associated with Registered Communications Systems	6
C. Connections Involving National Defense and Security	8
<b>III. CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND GRANDFATHERED COMMUNICATIONS SYSTEMS</b>	<b>9</b>
A. Direct Connections	9
B. Connections Through Grandfathered Connecting Arrangements	10
C. Modifications To Systems and Installations Involving Unregistered Equipment Of The FCC Rules	11
<b>IV. CONNECTIONS OF EQUIPMENT NOT SUBJECT TO PART 68</b>	<b>12</b>

**SERVICE CHARGES**

**CONTENTS**

	<u>Page</u>	T
<b>I. DESCRIPTION OF SERVICE CHARGES</b>	<b>1</b>	
A. General	1	
B. Service Charges Functions	1	
<b>II. APPLICATION OF CHARGES</b>	<b>4</b>	
A. General	4	
B. Service Order Charges	6	
C. Premises Visit Charge	7	
D. Line Connection or Rearrangement Charge	7	
<b>III. SCHEDULE OF CHARGES</b>	<b>8</b>	
A. Service Order Charges	8	
B. Premises Visit Charge	8	
C. Line Connection or Rearrangement Charge	8	
D. Termination Charge	8	
E. Restoration Charge	9	
F. Maintenance of Service Charge	9	
G. Returned Check Charge	9	T

**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**CONTENTS**

	<u>Page</u>	T
<b>I. SPECIAL CHARGES</b>	<b>1</b>	
A. Applications	1	
B. Customer Requirements	1	
<b>II. LINE EXTENSIONS</b>	<b>2</b>	
A. Conditions for Line Extension Charges Requirements	2	
B. Rules for Line Extension Charges	2	
C. Use of Poles	2	
D. Provisions of Private Rights-of-Way	2	
<b>III. SPECIAL CONSTRUCTION</b>	<b>3</b>	
A. Construction Costs due from the Customer	3	
B. Temporary Service	3	
C. Service Provided to Movable Premises	4	
D. Service to Residential and Commercial Developments	4	
E. Underground Service Connections	5	
<b>IV. SPECIAL SERVICE ARRANGEMENTS</b>	<b>6</b>	
A. General	6	
B. Rates and Charges	6	
<b>V. OTHER REGULATIONS</b>	<b>7</b>	T

MISCELLANEOUS SERVICES ARRANGEMENTS

CONTENTS

	<u>Page</u>
<b>I. EXTENSION LINE MILEAGE</b>	<b>1</b>
A. Regulations and Rules	1
B. Rates and Charges	1
<b>II. GROUP ALERTING AND PUBLIC EMERGENCY REPORTING SYSTEMS</b>	<b>2</b>
A. Conditions and Regulations	2
B. Responsibility and Liability of the Customer	2
C. Responsibility and Liability of the Cooperative	3
D. Contract Period and Termination Liability	3
E. Rates and Charges	4
<b>III. INTRAEXCHANGE PRIVATE LINE SERVICES AND CHANNELS</b>	<b>5</b>
A. General	5
B. Rates for Intraexchange Private Line Services and Channels	6
<b>IV. VACATION SERVICE</b>	<b>7</b>
A. General	7
B. Rates	7
<b>V. CUSTOM CALLING AND CLASS SERVICES</b>	<b>8</b>
A. General	8
B. Rates and Charges	10
<b>VI. TOLL RESTRICTION SERVICE</b>	<b>11</b>
A. General	11
B. Rates and Charges	11
<b>VII. SPECIAL CALLING FEATURES</b>	<b>12</b>
A. Application	12
B. Description of Feature Offerings	12
C. Regulations and Limitations of Service	18
D. Rates and Charges	19
<b>VIII. CALLER ID SERVICE</b>	<b>20</b>
A. Application	20
B. Description of Feature Offerings	20
C. Availability of Blocking	21
D. General Rules and Regulations	21
E. Feature Interaction	23
F. State and Local Government Undercover	24
G. Rates and Charges	25



**DIGITAL SERVICES****CONTENTS**Page

<b>I.</b>	<b>ADVANCED DIGITAL SERVICE-PRIMARY RATE INTERFACE (PRI)</b>	<b>1</b>
A.	General Description	1
B.	Definitions of Service Components	1
C.	Regulations	4
D.	Rates and Charges	7
<b>II.</b>	<b>DIGITAL PBX SERVICE</b>	<b>10</b>
A.	General	10
B.	Definitions	10
C.	Rules and Regulations	11
D.	Special Digital PBX Service Requests	12
E.	Optional Service Contracts	13
F.	Rates and Charges	16
<b>III.</b>	<b>DIGITAL CENTREX SERVICE</b>	<b>17</b>
A.	General	17
B.	Description	18
C.	Definitions	19
D.	Description of Basic Features	20
E.	Rates	23

**INTERCITY SERVICES**

**CONTENTS**

	<u>Page</u>
<b>I. FOREIGN EXCHANGE SERVICE</b>	<b>1</b>
A. General	1
B. Provision of Service	1
C. Rates and Charges	2
D. Application of Rates	2
<b>II. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE</b>	<b>3</b>
<b>III. CONCURRENCE WITH INTEREXCHANGE PRIVATE LINE SERVICES AND CHANNELS TARIFF</b>	<b>3</b>
<b>IV. CONCURRENCE WITH CONNECTING CARRIER'S WIDE AREA TELECOMMUNICATIONS SERVICE</b>	<b>3</b>
<b>V. INTRASTATE ACCESS SERVICES TARIFF</b>	<b>4</b>
<b>VI. OTHER RULES AND REGULATIONS</b>	<b>4</b>

**INTERCITY SERVICES**

**I. FOREIGN EXCHANGE SERVICE**

**A. General**

Foreign exchange service is exchange service furnished to a customer from an exchange other than the one in which he is located and served.

Foreign exchange service is not in accordance with the general plan of furnishing telephone service and will be furnished only under special conditions where the service is warranted by the circumstances and if satisfactory arrangements can be made where a connecting company is involved.

The Cooperative is not obligated to furnish such service, particularly where it involves undue expense or impairment of the service furnished the general public.

**B. Provision of Service**

Foreign exchange service is furnished only in connection with one party (individual line) or trunk service. The customer must have existing individual line or trunk service from the local exchange at the same location where the foreign exchange service is to be installed.

Extension stations may be connected to foreign exchange service on the same premises, provided transmission and signaling conditions permit. Such service will be provided at applicable rates for local extension station service as listed elsewhere in this tariff.

All service and equipment other than the foreign trunks and associated excess mileage is subject to the rates, rules and regulations of the local exchange when both foreign exchange and local exchange trunks are terminated in the same communications system.

**INTERCITY SERVICES**

**I. FOREIGN EXCHANGE SERVICE (Continued)**

**C. Rates and Charges**

Customers having foreign exchange service are subject to the rates, rules and regulations of the exchange from which such service is provided.

All local service and equipment provided the customer other than the foreign exchange service is subject to the rates, rules and regulations contained in the Member Services Tariff of the Cooperative.

**D. Application of Rates**

Applicable tariff rates cover only normal conditions where all necessary facilities are available. If facilities are not available and unusual expenditures are involved in their provision, the customer may be required to pay an additional charge to cover the unusual expenditure as provided under Section 6 of this Tariff or enter into a contract for service beyond the initial period or both.

When necessary to modify equipment to terminate foreign exchange trunks, an additional charge may be applied based upon the cost involved in accordance with the provision under Section 6 of this Tariff.

Interexchange channels will be provided in accordance with the regulations for Foreign Exchange Service as shown in the applicable tariffs of the connecting company or companies involved. Interexchange channel mileage is measured on an airline basis from the toll rate center of the foreign exchange to the toll rate center of the local exchange serving the customer.

**INTERCITY SERVICES**

**II. LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE TARIFF**

Valley Telephone Cooperative, Inc. currently provides IntraLATA Long Distance Message Telecommunications Service within the State of Texas for all its local exchange customers.

**III. CONCURRENCE WITH INTEREXCHANGE PRIVATE LINE SERVICES AND CHANNELS TARIFF**

As of the effective date of this tariff, Valley Telephone Cooperative, Inc. concurs in the Intrastate Private Line Service Tariff for IntraLATA Private Line Service filed by AT&T Texas as it exists on the effective date of this tariff. Any in-service Private Line Service provided in accordance with such tariffs as on file with the Public Utility Commission of Texas on the effective date of this tariff, are grandfathered as of the effective date of this tariff. Any change to grandfathered Private Line Services or accounts after the effective date of this tariff will void the grandfathered status of said services and will be considered a new service request. New service requests for special circuits, including foreign exchange circuits, as described in this Member Services Tariff, will be provided by the Cooperative in accordance with the Special Access Service rates, charges, rules, and regulations of the Cooperative's Intrastate Access Tariff on file with the Public Utility Commission of Texas.

**IV. CONCURRENCE WITH CONNECTING CARRIER'S WIDE AREA TELECOMMUNICATIONS SERVICE TARIFFS**

As of the effective date of this tariff, Valley Telephone Cooperative, Inc. concurs in the Wide Area Telecommunications Service Tariff for IntraLATA WATS filed by AT&T Texas as it exists on the effective date of this tariff. Any in-service Wide Area Telecommunications Services provided in accordance with such tariffs as on file with the Public Utility Commission of Texas on the effective date of this tariff, are grandfathered as of the effective date of this tariff. Any change to grandfathered Wide Area Telecommunications Services or accounts after the effective date of this tariff will void the grandfathered status of said services and will be considered a new service request. New service requests for Wide Area Telecommunications Services will be provided by the Cooperative in accordance with the Special Access Service rates, charges, rules, and regulations of the Cooperative's Intrastate Access Tariff on file with the Public Utility Commission of Texas.

**INTERCITY SERVICES**

**V. INTRASTATE ACCESS SERVICES TARIFF**

Valley Telephone Cooperative, Inc.'s approved Intrastate Access Service Tariff is on file with the Public Utility Commission of Texas for providing Switched Access, Special Access Services and other miscellaneous services within the State of Texas.

**VI. OTHER RULES AND REGULATIONS**

In addition to rules and regulations set forth in this tariff section, the General Rules and Regulations established in Section 3, are also applicable to any services and facilities provided herein.

## **DIGITAL SERVICES**

### **I. ADVANCED DIGITAL SERVICE – PRIMARY RATE INTERFACE (PRI)**

#### **A. General Description**

1. Advanced Digital Services – PRI is a digital business service that provides access from a customer's premises to the Company's circuit switched voice and circuit switched data via a 1.544 Mbps central office termination and a 1.544 Mbps interconnection to the customer's premises.
2. Advanced Digital Services – PRI may be provisioned over a DS1 or other suitable facility. Advanced Digital Service – PRI and other local services are offered to the Company's end user customers only and may not be used by common carriers or traffic aggregators for the origination or termination of telecommunications traffic. Use of such service for transmitting interexchange traffic that does not either originate or terminate at the customer's premises within the exchange is prohibited.
3. Advanced Digital Services – PRI is provided in base capacities of twenty-three (23) 56 Kbps "B" channels and one (1) 56 Kbps "D" channel (23 B+D). The "D" channel is used for out-of-band signaling and control of the "B" channels. Where technology permits, "D" channels can be shared by up to five (5) Advanced Digital Services – PRIs for the same customer. "B" channels can be dedicated to either circuit switched data (CSD) or circuit switched voice (CSV) services, or they may alternate these service types using the Call-by-Call feature as described herein. With optional Clear Channel Capability configurations, the "B" and "D" channels operate at speeds of 64 Kbps.

#### **B. Definitions of Service Components**

1. "B" Channel – (Bearer Channel) this is a 56 Kbps or 64 Kbps digital channel capable of transporting circuit switched data or circuit switched voice.
2. Caller ID Name + Number – This feature allows the calling party's number and name, if not set to block, to be displayed on compatible Customer Premises Equipment (CPE) when an incoming call is received, including those calls made to Direct Inward Dialing (DID) service telephone station numbers.

**DIGITAL SERVICES**

**I. ADVANCED DIGITAL SERVICE – PRIMARY RATE INTERFACE (PRI)**  
(Continued)

**B. Definitions of Service Components (Continued)**

3. Call-by-Call Capability – When a customer has a Tie Line between customer premise equipment, an inbound WATS line, or a Foreign Exchange (FX) line, this feature allows the circuit switched data and voice services enabled over the PRI to share “B” channels and arrange them as a single trunk group. This allows incoming and outgoing voice and circuit switched data calls to utilize “B” channels on a call-by-call basis. Without this feature, each service type, circuit switched voice or circuit switched data, must have a dedicated “B” channel.
4. Circular Hunting – This is a central office switch feature that dynamically points each new call attempt to the next idle “B” channel following the last channel either to have accepted a call or the last channel to have attempted to place a call. Circular Hunting serves to evenly distribute traffic through all the “B” channels in the trunk group within the route list in a forward ascending circular fashion.
5. Clear Channel Capability – This is a characteristic of the transmission paths for Advanced Digital Services – PRI that engages the full 64 Kbps bandwidth contained in each “B” channel. In certain cases, customers will request this feature to gain an additional 8 Kbps over the standard 56 Kbps service.
6. Direct Inward Dialing (DID) Numbers – This service allows the customer to get a block of 100 sequential numbers where the Company’s central office working in conjunction with customer premise equipment direct inbound calls to the customer directly to the called party’s station equipment over the “B” channels. Additional charges for DID Numbers are found elsewhere in the General Exchange Tariff and shall apply as specified therein.
7. “D” Channel – (Delta Channel) this is a 56 Kbps or 64 Kbps digital channel used to transport signaling and control information for the “B” channels.



**DIGITAL SERVICES**

**I. ADVANCED DIGITAL SERVICE – PRIMARY RATE INTERFACE (PRI)**  
(Continued)

B. Definitions of Service Components (Continued)

8. D-Channel Back-Up – In customer arrangements of two or more Advanced Digital Services – PRI, it provides advanced continuity of service by allowing a “D” channel of one PRI to automatically take over for a failed “D” channel of another PRI.
9. Advanced Alternate Route – This allows incoming voice calls to overflow on a disaster and busy basis to a line or trunk side connection designated by the customer. A route may be limited in the number of simultaneous calls that can be routed. Technical limitations may exist with this service.
10. Equal Access – This service allows the customer to select an interexchange long distance carrier for each Advanced Digital Service – PRI trunk group for circuit switched voice and circuit switched data.
11. Inform E911 – This optional feature will allow the Calling Party Number of the station to be sent to the E911 Selective Router and to the E911 database rather than the Billed Telephone Number or Main Listed Number. Special steps are required for station numbers to have 911 service features consistent with those provided to other end users in the same 911 service area. Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing are only available through prior authorization and coordination with the governmental agency responsible for 911 service within the area served by the private switch. It is the customer’s responsibility in conjunction with the CPE switch provider to obtain prior authorization and coordination with the governmental agency responsible for E911 service, in addition to maintaining updated and current information to the E911 database of station user numbers and locations.

**DIGITAL SERVICES**

**I. ADVANCED DIGITAL SERVICE – PRIMARY RATE INTERFACE (PRI)**  
(Continued)

**B. Definitions of Service Components (Continued)**

12. Loop Protection – Provides automatic restoration of the Advanced Digital Services – PRI facility and physical route redundancy from the demarcation point at the customer's premises to the customer's normal serving office in the event of a transmission failure caused by a single facility break or single electronics failure. The automatic restoration capabilities are provided through the use of intelligent components which are capable of sensing transmission failures and rerouting traffic without human intervention. The primary and secondary paths are separately routed in geographically and physically separated fiber optic cables to the nearest point to the customer's premises that route redundancy can be achieved.
13. In the event of a transmission failure, the intelligent components will automatically switch the PRI service from the primary to the secondary transmission path within 2.0 seconds. Please note that the liability of VTCI for the provision of this service is limited to the General Rules and Regulations of the Member Services Tariff. Technical limitations may apply.
14. Network Ring Again – This feature allows the customer to automatically complete calls made to busy stations of a different Private Branch Exchange system served by the same central office switch using PRI technologies.

**C. Regulations**

**1. Provision of Service**

- a. Advanced Digital Service – PRI is provided at the option of the Company and can only be provided from digital Central Offices equipped and programmed to provide such service and when the plant facilities serving the customer is capable of providing Advanced Digital Service – PRI.

**DIGITAL SERVICES**

**I. ADVANCED DIGITAL SERVICE – PRIMARY RATE INTERFACE (PRI)**  
(Continued)

C. Regulations (Continued)

1. Provision of Service (Continued)

- b. The availability, functionality, and capabilities of Advanced Digital Service – PRI features and service offerings may vary by serving Central Office.
- c. Except as specified otherwise, Advanced Digital Services – PRI may not be used for any purpose for which consideration is rendered to pay any other party other than the Company. The Advanced Digital Services – PRI is designed for commercial business entities and not for commercial transport wireless or terrestrial carriers.
- d. Advanced Digital Service – PRI Specifications – All customer provided equipment used to interface with Company provided PRI are required to conform with Technical Reference Specifications as used by the Company
- e. On-site battery back-up for Company provided line equipment at the customer's premises will be the customer's responsibility, including any expenses associated therewith.

2. Payment for Service

- a. Advanced Digital Service – PRI is offered under a Term Payment Plan with choices of 12 Months, 36 Months and 60 Months. The PRI service offered under the Term Payment Plans commence on the date the Company certifies the PRI is tested and ready for service.
- b. Temporary Suspension of Service is not offered for Advanced Digital Service – PRI.

**DIGITAL SERVICES**

**I. ADVANCED DIGITAL SERVICE – PRIMARY RATE INTERFACE (PRI)**  
(Continued)

C. Regulations (Continued)

2. Payment for Service (Continued)

- c. Cancellation of Service Prior to Establishment of Service – In the event a customer initiates cancellation of Advanced Digital Service – PRI Service Orders before completion and certification of the PRI, only the Installation Charges will apply. If the PRI service is tested and certified ready for service, the customer agrees to a minimum of one-month billing if cancellation has occurred.
- d. Cancellation of Service Prior to Completion of the Term Payment Plan – In the event, the customer agrees to pay the equivalent of three (3) months recurring service at the Term Period that matches the current month's cumulative total months. For example, if a customer cancels a 60 Month Term Payment Plan in the 26th Month of consecutive service, the customer will be billed for three (3) monthly recurring charges based on the next Term Payment Plan Period; therefore, the rates of the 36 Month Term Payment Plan would be applied to the three months calculated as a Termination Charge.

3. Application of Charges and Rates

- a. The Rates and Charges shown herein apply in addition to all other applicable rates and charges shown elsewhere in the Cooperative's Tariff.
- b. Circuit Switched Voice calls are subject to Expanded Local Calling Service charges, if applicable.
- c. Circuit Switched Data calls are subject to either Local Usage sensitive rates <sup>(1)</sup> based on minutes of use for local and/or Expanded Local Calling Charges, if applicable.

**DIGITAL SERVICES**

**I. ADVANCED DIGITAL SERVICE – PRIMARY RATE INTERFACE (PRI)**  
(Continued)

D. Rates and Charges

1. 12 Month Term Payment Plan

<u>Service Description</u>	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charges</u>
Primary Rate Interface (PRI) Group	\$824.00	\$1,700.00
<u>Optional Services &amp; Features</u>		
Caller ID Name + Number	\$75.00	\$300.00
Call-by-Call Capability	\$25.00	\$75.00
Circular Hunting	\$25.00	\$75.00
D-Channel Back-Up	\$120.00	\$200.00
Advanced Alternate Route	\$75.00	\$200.00
Inform E911	\$150.00	\$200.00
Loop Protection	\$150.00	\$300.00
Network Ring Again	\$75.00	\$300.00
Network Rearrangements (Each)	\$0.00	\$50.00

**DIGITAL SERVICES**

**I. ADVANCED DIGITAL SERVICE – PRIMARY RATE INTERFACE (PRI)**  
(Continued)

D. Rates and Charges (Continued)

2. 36 Month Term Payment Plan

<u>Service Description</u>	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charges</u>
Primary Rate Interface (PRI) Group	\$600.00	\$1,000.00
<u>Optional Services and Features</u>		
Caller ID Name + Number	\$75.00	\$300.00
Call-by-Call Capability	\$25.00	\$75.00
Circular Hunting	\$25.00	\$75.00
D-Channel Back-Up	\$120.00	\$200.00
Advanced Alternate Route	\$75.00	\$200.00
Inform E911	\$120.00	\$150.00
Loop Protection	\$110.00	\$200.00
Network Ring Again	\$75.00	\$300.00
Network Rearrangements (Each)	\$0.00	\$50.00

**DIGITAL SERVICES**

**I. ADVANCED DIGITAL SERVICE – PRIMARY RATE INTERFACE (PRI)**  
(Continued)

D. Rates and Charges (Continued)

3. 60 Month Term Payment Plan

<u>Service Description</u>	<u>Monthly Recurring</u>	<u>Non-Recurring Installation Charges</u>
Primary Rate Interface (PRI) Group	\$550.00	\$800.00
<u>Optional Services and Services</u>		
Caller ID Name + Number	\$75.00	\$300.00
Call-by-Call Capability	\$25.00	\$75.00
Circular Hunting	\$25.00	\$75.00
D-Channel Back-Up	\$120.00	\$200.00
Advanced Alternate Route	\$75.00	\$200.00
Inform E911	\$100.00	\$100.00
Loop Protection	\$100.00	\$150.00
Network Ring Again	\$75.00	\$300.00
Network Rearrangements (Each)	\$0.00	\$50.00

## DIGITAL SERVICES

### II. DIGITAL PBX SERVICE

#### A. General

1. The purpose of this tariff is to offer Digital PBX Service. Digital PBX Service provides circuit switched voice and circuit switched data communications between the customer's premises and the serving central office. This service provides the customer with a 1.544 Megabit per second (Mbps) facility capable of delivering up to twenty-four line terminations.
2. This service will be offered within all of the Cooperative's exchanges where facilities are available.

#### B. Definitions

1. Digital Transmission Loop Arrangement - Includes the provision of a digital multichannel transmission path between the serving central office and the customer's premises, transmission equipment, and the network interface. Each arrangement provides a maximum capacity of twenty-four 64 Kilobit per second (Kbps) channels.
2. Line Termination - Includes a line card that provides circuit continuity between the Digital Transmission Loop Arrangement and the public switched telephone network (PSTN).
3. Line Termination Activated - Includes a plug-in unit required to activate a channel in the Digital Transmission Arrangement.
4. Digital Network Component - Includes the use of the PSTN. The Digital Network Component is not applicable to Foreign Exchange Service.



## DIGITAL SERVICES

### II. DIGITAL PBX SERVICE (Continued)

#### B. Definitions (Continued)

5. Loop Protection - Optional feature that provides automatic restoration of the Digital Transmission Loop Arrangement facility and physical route redundancy from the network interface at the customer's premises to the customer's serving central office in the event of a transmission failure caused by a single facility break or a single electronics failure. The automatic restoration capabilities are provided through the use of intelligent components which are capable of sensing transmission failures. The primary and secondary transmission paths are separately routed in geographically and physically separate fiber optic cables up to the nearest point to the customer's premises allowing route redundancy. In the event of a transmission failure, the intelligent components will automatically switch the Digital PBX Service from the primary to the secondary path within 2.0 seconds. The Cooperative's liability for the provision of this service is limited by the provisions of Section 3, General Rules and Regulations of this tariff.

#### C. Rules and Regulations

1. The rules and regulations specified herein for Digital PBX Service are in addition to other applicable rules and regulations found in this and other sections of this tariff. Where other rules and regulations apply on a "per-line" basis, they shall apply on a "per-Line Termination" basis for Digital PBX Service.
2. Digital PBX Service is available only where necessary facilities and operating conditions exist.
3. Digital PBX Service is offered only for connection with FCC Part 68 registered equipment which performs switching functions and/or connects with the PSTN on a pooled basis.
4. Where available facilities exist, customer requests for ancillary services compatible with Digital PBX Service will be accepted and furnished in accordance with the regulations applicable to said ancillary services as provided in this tariff.

**DIGITAL SERVICES**

**II. DIGITAL PBX SERVICE (Continued)**

**C. Rules and Regulations**

5. Digital PBX Service may not be shared or jointly used except as allowed by this tariff.
6. The customer is responsible for ensuring that their equipment is compatible with Digital PBX Service.
7. Except as noted herein, the minimum service term for any component of Digital PBX Service is thirty days.
8. Where a customer transfers Digital PBX Service to a new customer upon concurrence of the Cooperative, the new customer will incur the appropriate charges for the transfer of service as provided for in this tariff. In addition, the new customer is responsible for the previous customer's indebtedness, if any.
9. Customer requests for dual service (i.e., a move within the same central office serving area with the same service furnished at both the old and the new customer premises) or for moves of service within or to a different central office serving area will be considered a disconnect and new connect for the affected services. Installation charges and Service Connection charges are applicable.
10. Digital PBX Service is not available with vacation service as provided in this tariff.
11. The Cooperative assumes no responsibility for the form, fit, of function of the information content carried via Digital PBX Service.

**D. Special Digital PBX Service Requests**

1. Customer requests for Intrastate, IntraLATA non-DID Foreign Exchange Line Terminations may be accepted. In addition to the rates, charges, and regulations of this tariff, such requests will be provided under the Private Line Tariff in which the Cooperative concurs.

## DIGITAL SERVICES

### II. DIGITAL PBX SERVICE (Continued)

#### D. Special Digital PBX Service Requests (Continued)

2. Digital PBX Service will be furnished at the rates contained in this Tariff, provided facilities are available. Where facilities are not available or unusual expenditures are involved in making them available, the customer may be required to pay additional charges to cover any unusual expenditures incurred, or to contract for the services beyond the initial period, or both.
3. At the Cooperative's option, the Cooperative may allow the customer to defer all installation and applicable service connections charges and pay for these changes over a three month billing cycle.

#### E. Optional Service Contracts

1. The customer may select to enter into a service contract with the Cooperative for each Digital Transmission Loop Arrangement of either 12, 24, 36, 48, or 60 months. The customer will be required to sign an agreement for the service term selected for each Digital Transmission Loop Arrangement. The service may not be changed for the term of the agreement. The rates for each Digital Transmission Loop Arrangement, as shown below, will not be subject to Cooperative initiated rate increases for the duration of the agreement.
2. If the customer disconnects a Digital Transmission Loop Arrangement prior to expiration of the service agreement, the customer will be required to pay a charge equal to the Digital Transmission Loop Arrangement monthly rate in effect on the date of the agreement times the number of months remaining on the service term for each Digital Transmission Loop Arrangement disconnected. This charge will not be applicable if the customer requests to move the disconnected Digital Transmission Loop Arrangement to another locations served by the Cooperative pursuant to E.2. below.

**DIGITAL SERVICES**

**II. DIGITAL PBX SERVICE (Continued)**

**E. Optional Service Contracts (Continued)**

3. The customer may add Digital Transmission Loop Arrangements to an existing agreement at the same customer location. The additional Digital Transmission Loop Arrangements may be provided under the same monthly rates, service term, and expiration date as the existing Digital Transmission Loop Arrangements. If the customer selects a different service term for the additional Digital Transmission Loop Arrangements, the customer will be required to sign a new agreement for the additional Digital Transmission Loop Arrangements at the then current rates.
4. Upon the expiration of an agreement, the customer may request to:
  - a. Continue service without signing an agreement. Service will be provided on a Month-to-Month basis, as shown in E. above, at the then current rates, which are subject to change.
  - b. Continue service by selecting a new service term for each Digital Transmission Loop Arrangement of either 12, 24, 36, 48, or 60 consecutive months. The customer will be required to sign a new agreement for the service term selected at the then current rates. The new service term will commence on the day following the expiration of the previous agreement.
  - c. Disconnect the service.
5. If the customer has not notified the Cooperative by the expiration of the agreement regarding the service term desired, the service will be continued under the Month-to-Month basis, as shown in Section II., F. above, at the then current rates.

**DIGITAL SERVICES**

**II. DIGITAL PBX SERVICE (Continued)**

E. Optional Service Contracts (Continued)

6. Digital Transmission Loop Arrangement, per each arrangement, Service Term Rates:

<u>Service Term</u>	<u>Monthly Rate</u>
12 months	\$360.00
24 months	\$315.00
36 months	\$290.00
48 months	\$250.00
60 months	\$205.00

**DIGITAL SERVICES**

**II. DIGITAL PBX SERVICE (Continued)**

F. Rates and Charges

		Nonrecurring Charge		
		Monthly	First <sup>(2)</sup>	Add'l <sup>(3)</sup>
<u>Service Components</u>		<u>Rate</u>	<u>Unit</u>	<u>Unit</u>
1.	Digital Transmission Loop Arrangement (per Arrangement)	\$360.00	\$450.00	\$380.00
2.	Line Termination Each Termination			
	• Inbound, non-DID	\$3.00	\$0.00	\$0.00
	• Inbound, DID <sup>(4)</sup>	\$3.00	\$0.00	\$0.00
	• Outbound <sup>(5)</sup>	\$3.00	\$0.00	\$0.00
	• Inbound/Outbound <sup>(5)</sup>	\$3.00	\$0.00	\$0.00
	Each Termination or Channel Location Moved or Changed	\$0.00	\$150.00	\$100.00
3.	Line Termination Activated			
	Each non-DID	\$9.00	\$60.00	\$20.00
	Each DID	\$9.00	\$60.00	\$20.00
4.	Digital Network <sup>(6)</sup>	\$12.25	\$16.35	\$16.35
5.	Optional Features Loop Protection <sup>(7)</sup> (per Digital Transmission Loop Arrangement)	\$140.00	\$355.00	\$355.00

- (1) In addition to installation charges listed in the section, Service Charges, as provided in Section 5 may also apply.
- (2) The first unit charge applies to each first service component installed, per request, per due date, per account.
- (3) The additional unit charge applies to additional service components installed at the same serving central office and at the same time as the first unit.
- (4) Requires DID Service as provided in Section 7 of this tariff.
- (5) Requires touch tone calling as provided in this tariff.
- (6) Not applicable with Foreign Exchange Service.
- (7) Loop Protection will be provided where fiber optic facilities are available. Where fiber optic facilities are not available, but could technically be provided, special construction charges may apply.

**DIGITAL SERVICES**

**III. DIGITAL CENTREX SERVICE (Continued)**

**A. General**

1. Digital Centrex is a central office based service that provides key type features to multi-line business customers.
2. Digital Centrex will be offered in wire centers where such equipment exists to provide the service. Where the facilities are not available or unusual expenditures are involved in making them available, the customer may be required to pay additional charges to cover the unusual expenditure.
3. One directory listing is provided without charge for each Digital Centrex system. Additional directory listings for Digital Centrex stations may be provided to the customer at the regular business extra listing rate according to the regulations set forth in this tariff.
4. The customer will order the quantity of lines to have trunk access to the public switched network and the remaining quantity of lines to have intra-group only access, subject to Cooperative standards. Any request to deviate from these standards will be rated on an individual case basis. Any Trunk Switched Access connections terminating in a PBX will be assessed the PBX rate found in Section 1 of this tariff. Any Trunk Switched Access connections terminating in a KEY system will be assessed the KEY rate found in Section 1 of this tariff.
5. Tie lines for direct connections between Digital Centrex groups and other systems are provided primarily for communications between stations within each system.
6. All applicable general Rules and Regulations found in this tariff also apply to the provision of Digital Centrex Service.
7. Digital Centrex lines and extensions may be terminated at the customer's single premises or at different premises served by the same central office.
8. The service is not available for use with residential telephone services.

## DIGITAL SERVICES

### III. DIGITAL CENTREX SERVICE (Continued)

#### B. Description

1. Trunk Switched Access provides a specified quantity of Digital Centrex stations full access simultaneously to the entire public switched network.
2. Digital Centrex stations have combined access to Intra-Group communication and the serving central office via the Trunk Switched Access arrangement. Station Rates provide each Digital Centrex station access to communicate with other stations within the predefined Digital Centrex Group.
3. Digital Centrex customers subscribe to service based on the total number of stations that may process trunk access calling simultaneously (Trunk Switched Access). All stations ordered by the customer may have the capability for trunk access. However, if the customer orders fewer trunks than stations, only a given quantity of stations ordered by the customer can process calls outside of the customer group simultaneously, with all other stations in the group being left to process intra-group calling only. As an example, if a customer orders 20 stations and wants a quantity of 5 stations to have trunk access capabilities simultaneously, if any given 5 stations are processing trunk access calling, the remaining 15 stations will only be able to process intra-group calling until one of the 5 stations processing a trunk access call terminates the call.
4. For the example provided above, a customer would pay 5 Trunk Switched Access Rates, and 20 Station Rates. While the customer would be charged a monthly total of 20 End User Common Line Charges, as discussed below, the customer would also receive a monthly credit equivalent for 15 Multi-line Business End User Common Line Charges, which is equal to the number of stations less the number of trunks ordered.
5. Additional ancillary services that are not provided herein and are compatible with Digital Centrex Service will be furnished under the rates and regulations of their respective tariff.



**DIGITAL SERVICES**

**III. DIGITAL CENTREX SERVICE (Continued)**

B. Description (Continued)

6. End User Common Line charges (EUCL) will be billed to all customer access lines as set forth in the Company's Interstate Tariff. A monthly credit equivalent to the Multi-line Business EUCL will apply per the number of stations less the number of trunks ordered, as described more fully in subsection E.
7. Customer requests for Foreign Exchange Digital Centrex Service may be provided upon request, however standard Foreign Exchange rates shall apply per Digital Centrex Station.

C. Definitions

1. Abbreviated Dialing Codes

The following abbreviate dialing codes are provided as standard services for Digital Centrex Service:

- a. An arrangement where typically 3, 4, or 5 digits are used to call another station within the same customer group; or
- b. Frequently called telephone numbers outside of the same customer group may be accessed by dialing single or multiple digits. Telephone numbers are programmed in to the Digital Centrex system and correspond to assigned digits also known as Speed Calling.

2. Customer Group

A collection of stations where calls originate and terminate within the Digital Centrex system of a single Digital Centrex customer.

3. Dual Tone Multi-Frequency

A method of telephone signaling which transmits two simultaneous tones at different frequencies to signify a digit (as part of a telephone number). This service may also be known as Touch Tone Calling and is provided as a standard feature with Digital Centrex Service.

**DIGITAL SERVICES**

**III. DIGITAL CENTREX SERVICE (Continued)**

**C. Definitions (Continued)**

**4. Hunting**

Hunting is provided as a standard feature of Digital Centrex Services. A search through a group of numbers until an idle station is found or the first number of the group is reached. Used to avoid having incoming calls receive busy signals. Subject to the Company's technical capabilities, the customer group to be searched and the sequence in which the search will be performed are defined by the Digital Centrex customer at the time the system is installed.

**5. Queue**

Queue is provided as a standard feature of Digital Centrex Service. Incoming or outgoing calls are automatically placed on hold when all access lines are busy. Each held call is completed in the order calls were received (i.e., the first call into the system will be the first call served), when the next access line becomes available.

**D. Description of Basic Features**

The following basic features are included per station with each Centrex station order.

1. **Call Forwarding - All Calls:** A feature that is activated and deactivated by the station user. This feature, when activated, transfers all incoming calls to a station to another Centrex station, or to an outside telephone number. The station user determines the telephone number that the incoming calls will be directed to at the time the feature is activated. All incoming calls will be directed to the other telephone number until the station user deactivates the feature. When multiple Call Forwarding features are activated on the same station, Call Forwarding-All Calls will take precedence over the Call Forwarding-Busy Line and Call Forwarding-Don't Answer Features.
2. **Call Forwarding - Busy Line:** If a station is busy an incoming call is redirected to a predetermined telephone number. This is a feature that is activated and deactivated by the station user.

**DIGITAL SERVICES**

**III. DIGITAL CENTREX SERVICE (Continued)**

**D. Description of Basic Features (Continued)**

3. **Call Forwarding - Don't Answer:** If a station is not answered after a preset number of rings, the call is forwarded to a predetermined number. This is a feature that is activated and deactivated by the station user.
4. **Call Hold:** Ability of a station user to place one call in a waiting mode while answering another call or looking up information. Party placed in the waiting mode remains in that mode until the original user removes the "hold," unless either party terminates the connection.
5. **Call Pick-Up:** Allows a user to answer another telephone in the Call Pick-Up group by activating a code. If more than one station is ringing, the station that has been ringing the longest will be picked-up first. If a user attempts to pick-up a call that has already been answered, a fast busy tone will be audible.
6. **Call Transfer:** Allows a user to transfer any established call to a third party within or outside the Centrex system. If one party hangs-up, the two remaining parties stay connected, without the assistance of the attendant. Calls transferred to a long distance number will be charged to the user's station.
7. **Call Waiting:** Alerts a user that is on a call that another call is waiting to be answered.
8. **Cancel Call Waiting:** By activating a code before making a call, a user can de-activate the Call Waiting feature for the duration of that telephone call.
9. **Directed Call Pick-Up:** Allows a user to selectively answer a call ringing at a specific Centrex station. When activated, the user dials the specific intercom number of the station that user wishes to answer.
10. **Direct In Dialing:** Enables a station user to receive local or long distance calls from outside the Centrex arrangement without the assistance of an attendant.
11. **Do Not Disturb:** Allows a user to prevent incoming calls from ringing at the user's station. When this feature is activated, only callers who have the user's Personal Identification Number (PIN) can override the Do Not Disturb feature.

**DIGITAL SERVICES**

**III. DIGITAL CENTREX SERVICE (Continued)**

**D. Description of Basic Features (Continued)**

12. Individual Dialing Plan: Within broad limits each Centrex customer may develop his own intercom-dialing plan. This also includes the digits dialed to access private line circuits, FX lines, etc.
13. Intercom Dialing: Permits station users within the Centrex arrangement to call each other without the assistance of an attendant using less than the seven-digit telephone number; typically three, four or five digits are used. The customer generally pre-assigns these codes.
14. Speed Calling: A software feature that permits abbreviated codes to be assigned to frequently called numbers. The station user may have a one digit or a two-digit speed calling arrangement. The one digit arrangement permits up to eight speed calling codes. The two-digit arrangement permits up to thirty speed calling codes. The station user may determine and program his list for frequently called numbers, or a group of stations may have the same list that is programmable from a selected station. Usually the individual station user programs the one digit list, and the customer selects a common thirty number speed calling two-digit list for all stations within a predetermined group.
15. Three Way Calling: Allows a station user to have simultaneous conversations with two parties at different locations. One or both of these parties may be either within or outside the Centrex system.
16. Tone Dialing: Provides for Dual Tone Multi-frequency dialing from the customer's telephone set. Dual Tone Multi-frequency refers to a method of telephone signaling which transmits two simultaneous tones at different frequencies to signify a digit (as part of a telephone number).
17. Voice/Data Protection: Prevents interruptions such as Call Waiting tones or operator verification tones from occurring when the user's station is busy. Once activated, this feature remains active until the user deactivates it.
18. Warm Line: Allows the user to call a pre-designated number or emergency service by simply lifting the handset. Once the handset is lifted, within fourteen (14) seconds the pre-designated number will be dialed automatically. The user selects the pre-designated number when Warm Line is ordered. To change the pre-designated number, the user must contact the telephone company.

**DIGITAL SERVICES**

**III. DIGITAL CENTREX SERVICE (Continued)**

E. Rates

1. Monthly Recurring Charges

<u>Number Of Stations</u>	<u>Trunk Switched Access per Trunk</u> <sup>(1) (2)</sup>	<u>Station Rate per Station</u> <sup>(3)</sup>	<u>Caller ID per Station</u>
3 to 5	\$14.00	\$9.00	\$4.95
6 to 14	\$13.00	\$9.00	\$4.40
15 to 29	\$12.50	\$9.00	\$3.85
30 +	\$12.00	\$9.00	\$3.30

2. Nonrecurring Charges

Line Activation Charge, per Station	\$16.75
Premise Installation Charge, per set of three Centrex stations, or partial increments thereof	\$50.00

- (1) Applicable service charges will apply, per Section 5 of this tariff.
- (2) End User Common Line charges (EUCL) will be billed to all customer access lines as set forth in the Company's Interstate Tariff. A monthly credit equivalent to the multi-line Business EUCL will apply per the number of stations less the number of trunks ordered. For example, if you order 4 trunks and 10 stations, you will be billed 10 EUCLs, but you will receive a credit equivalent to 6 EUCL charges.
- (3) Caller ID is an optional service. The rates shown in this section are only available to Centrex subscribers. Caller ID includes Calling Name and Number Delivery as described in Section 7 of this Tariff.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**CONTENTS**

	<u>Page</u>
<b>IX. EDUCATIONAL FACILITIES</b>	<b>27</b>
A. Distance Learning and Information Sharing Program	27
B. Educational Percentage Discount Rates (E-Rates)	27
C. Public Entity HC1 Service	28
<b>X. PAY-PER CALL INFORMATION SERVICES CALL BLOCKING</b>	<b>30</b>
A. General Rules and Regulations	30
B. Rates and Charges	30
<b>XI. DIRECT INWARD DIALING (DID) SERVICE</b>	<b>31</b>
A. General	31
B. Rates and Charges	32
<b>XII. DIRECTORY ASSISTANCE SERVICE</b>	<b>33</b>
A. General	33
B. Rates and Charges	34
<b>XIII. DIRECTORY LISTINGS</b>	<b>35</b>
A. General Regulations	35
B. Primary Listings	36
C. Extra Listings	37
D. Special Types and Cross-Reference Listings	38
E. Alternate Call Number Listings	38
F. Foreign Listings	38
G. Extra Lines of Information	38
H. Office Hour Listings	39
I. Temporary Tenant Listings	39
J. Contract Period	39
K. Rates for Directory Listings	39
L. Changes in Directory Listings	39
M. Nonpublished Telephone Number Service	40
N. Publication and Distribution	40
O. Ownership and Use	40
P. Directory Errors and Omissions	41
Q. Termination of Directory Listings	42

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**CONTENTS**

	<u>Page</u>
<b>XIV. PAY TELEPHONE ACCESS SERVICE</b>	<b>43</b>
A. General	43
B. Provision of Service	46
C. Operational Characteristics	46
D. Violation of Tariff	47
E. Rates and Charges	47
<b>XV. 811 DIALING SERVICE</b>	<b>48</b>
A. General	48
B. Regulations	48
C. Explanation of Terms	49
D. 811 Service Rates and Charges	49

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**I. EXTENSION LINE MILEAGE**

**A. Conditions and Regulations**

All distribution facilities furnished with supplemental equipment will be treated as extension lines.

Mileage Charges apply to the additional circuit required where extension stations, auxiliary equipment or stations are located in a building other than the building in which the main station or equipment is located.

**B. Rates and Charges**

The rates and charges set forth below apply if the necessary facilities are available. If unusual expenditures are involved in making facilities available, the customer may be required to pay an additional charge to cover the unusual expenditure and/or to contract for service beyond the initial service period.

Monthly Rate

Off Premises Mileage (Route Measurement)

First 1/4 mile, or fraction	\$1.00
Each Additional 1/4 mile, or fraction	\$1.00



**MISCELLANEOUS SERVICES ARRANGEMENTS**

**II. GROUP ALERTING AND PUBLIC EMERGENCY REPORTING SYSTEMS**

Group Alerting and Public Emergency Reporting Systems are designed to permit simultaneous connection of an incoming call to a number of exchange telephones for incoming service only. More than one incoming call may be connected simultaneously to the system by means of an over-ride feature.

**A. Conditions and Regulations**

1. Group Alerting and Public Emergency Reporting Systems are supplied only for the benefit of the customer and no other person shall derive any rights from the furnishing of these systems by the Cooperative.
2. When the Group Alerting and Public Emergency Reporting System is furnished to a corporation, city, town, or municipality, no person other than the corporation, city, town, or municipality, as a legal entity or governmental body, shall be deemed to be a customer. Service furnished to any legal entity or governmental body shall not be interpreted, construed or regarded as being for the benefit of, or creating any contractual rights in or duty toward any individual connected with such corporation, or any individual resident of any city, town or municipality. Any benefit derived from the use of the Group Alerting and Public Emergency Reporting Systems by persons other than the customer is to be considered as incidental.

**B. Responsibility and Liability of the Customer**

1. The customer shall have the responsibility of discovering operating defects and malfunctions of Group Alerting and Public Emergency Reporting Systems since rates charged for such systems do not contemplate constant monitoring by the Cooperative to discover defects and malfunctions.
2. The customer will make such tests as are in the judgment of the customer, required to determine whether the system is functioning properly. The customer shall forthwith notify the Cooperative whenever the system is not functioning properly.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**II. GROUP ALERTING AND PUBLIC EMERGENCY REPORTING SYSTEMS**  
(Continued)

**B. Responsibility and Liability of the Customer (Continued)**

3. The customer shall indemnify the Cooperative against all loss or damages to persons occurring from the use, attempted use, or failure of the Group Alerting and Public Emergency Reporting System before the Cooperative has been notified as provided herein and before it has had a reasonable time to restore service.

**C. Responsibility and Liability of the Cooperative**

1. The Cooperative shall not be liable for any loss or damages arising out of interruptions, defects, failure, or malfunctions of a Group Alerting and Public Emergency Reporting Systems which occur during the operation of the system until after it has been notified by the customer that the system is not functioning properly and the Cooperative has had a reasonable time thereafter to correct such defect or malfunction.
2. In no event shall the Cooperative be liable for damages arising out of interruptions, defects, failures or malfunctions of the system in an amount in excess of the charges made for the system for the period following notice from the customer until service is restored.

**D. Contract Period and Termination Liability**

1. A minimum initial contract term of twelve (12) months is applicable to furnishing of Group Alerting and Public Emergency Reporting Service.
2. Service may be terminated prior to the expiration of the initial contract period upon notice in writing to the Cooperative a reasonable period in advance.

MISCELLANEOUS SERVICES ARRANGEMENTS

II. GROUP ALERTING AND PUBLIC EMERGENCY REPORTING SYSTEMS  
(Continued)

D. Contract Period and Termination Liability (Continued)

3. Upon termination of service, payment of all charges for the period service has been rendered and termination charges as defined below become due and payable.
  - a. Termination charges will be such proportion of the sum of the cost of the equipment installed and the cost of removal less the immediate recovery value of the equipment removed as the unexpired portion of the initial contract period bears to the full initial contract period.
  - b. The customer will be given the option of arranging for changes in location by one of the methods as shown in the Section 5, Service Charges, of this Tariff and regardless of whether or not the initial contract period has expired.

E. Rates and Charges

Monthly Rate

- |   |                       |
|---|-----------------------|
| 1. Common Control Equipment <sup>(1)</sup>      | ICB                   |
| 2. Incoming Dial Access Terminal <sup>(2)</sup> |                       |
| 3. Reporting Station, Each                      | \$1.50 <sup>(3)</sup> |

- (1) Rates will be determined on an individual case basis (ICB) in accordance with the procedures outlined under Section 6, Special Service Arrangements.
- (2) Applicable Business Access Line Rate in Section 1, V., III.
- (3) Extension line mileage applies to each station as shown in Section 7, I. b., Extension Line Mileage.



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**MISCELLANEOUS SERVICES ARRANGEMENTS**

**III. INTRAEXCHANGE PRIVATE LINE SERVICES AND CHANNELS (Continued)**

**B. Rates for Intraexchange Private Line Services and Channels**

The following rates are applicable to all standard types of channels listed above:

Monthly Rate (1)

For the initial 1/2 mile circuit  
or fraction thereof, circuit  
measurement

\$2.50

For each additional 1/4 mile of  
circuit or fraction thereof, circuit  
measurement

\$1.00

(1) Service Charges, located in Section 5, are applicable for establishing this service.

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## MISCELLANEOUS SERVICES ARRANGEMENTS

### IV. VACATION SERVICE

#### A. General

Vacation Service is provided to customers whose requirements for telephone services are less than that which might normally be provided in any twelve (12) month period.

Upon request from a customer having any class of exchange service, the service may be suspended for a period of one month or more. No outward or inward service is provided during the period of suspension. Credit card or third number long distance charges may be charged to a number that is on vacation rates.

Vacation service may begin and terminate on any day of the month, provided notice is given sufficiently in advance for arrangements to be made. A restoration of service charge will be made when service is restored. If service is restored at a location other than where service was suspended, the applicable service charges will apply.

Charges may be billed in total prior to the suspension of service or monthly at the option of the Cooperative.

#### B. Rates

The monthly rate will be based upon 50% of the regular rate for the basic access line charge suspended for a minimum of 30 days and a maximum of 180 days. Associated equipment charges will be billed at the full monthly rate.

MISCELLANEOUS SERVICES ARRANGEMENTS

V. CUSTOM CALLING AND CLASS SERVICES

A. General

1. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more of the following custom calling features:
  - a. Call Waiting - By means of a tone signal a customer who is using his telephone is alerted when another caller is trying to reach that telephone number. This permits putting the first call on hold so that a second call can be answered.
  - b. Cancel Call Waiting - Permits a customer to disable the Call Waiting feature for the duration of one call. The feature is activated by dialing a special code prior to placing a call or during an established call. It is automatically deactivated when the customer disconnects from the call. When Cancel Call Waiting is activated, anyone calling the number will receive the normal busy treatment.
  - c. Call Forwarding - Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which all incoming calls are to be transferred automatically. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the access line originating the call and the access line to which the call is transferred. Customers utilizing Call Forwarding service are responsible for the payment of charges for each toll call between his access line and the distant access line to which the call was transferred.

## MISCELLANEOUS SERVICES ARRANGEMENTS

## V. CUSTOM CALLING AND CLASS SERVICES (Continued)

### A. General (Continued)

1. (Continued)

- d. Three-Way Calling - Permits a customer to add a third party on an existing call without operator assistance, thereby establishing a three-way conversation. The transmission quality may vary depending on the distance and routing necessary and may not meet normal standards.
- h. Speed Calling - Permits a customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. A customer may subscribe to only one of either the 8 code capacity or 30 code capacity on the same line.

2. Custom Calling Services can be provided in connection with individual line residence and business service.



MISCELLANEOUS SERVICES ARRANGEMENTS

V. CUSTOM CALLING AND CLASS SERVICES

B. Rates and Charges

1. The following rates and charges apply in addition to the established rates and charges for each access line with which these features are associated:

Monthly Rate <sup>(1) (2)</sup>

Single Feature, Per Line:

a.	Call Waiting	\$1.00
b.	Call Waiting with Cancel	\$1.00
c.	Call Forwarding	\$1.00
d.	Three-Way Calling	\$1.00
e.	Speed Calling, 8 code	\$1.00
f.	Speed Calling, 30 code	\$1.25

Custom Calling Features  
Packages, Per Line

Monthly Rate

a.	Any two features, excluding speed calling	\$1.75
b.	Any two features, plus speed calling, 8 code	\$2.50

- (1) A secondary service order charge per access line is applicable to requests to add or change custom calling services. One secondary service charge is applicable to each service order.
- (2) If custom calling services are ordered at the time of initial installation of local service no additional service order charge will be applied for the installation of custom calling service(s).

MISCELLANEOUS SERVICES ARRANGEMENTS

VI. TOLL RESTRICTION SERVICE

A. General

1. Toll restriction service is an optional service that prevents the origination of unauthorized toll calls from an access line, by means of blocking at the central office.
2. This arrangement denies all outgoing calls starting with the digit "1".
3. All local calls will be permitted from the access line.
4. All local calls to directory assistance will be permitted, except those that require 1+ dialing.
5. This service will not block all toll calls a customer might make or receive, such as collect calls and/or long distance calls placed by dialing digits other than "1" (i.e. 976, if available, and operator assisted long distance calls).
6. The customer accepts full responsibility for denial of access to the toll network.
7. The customer accepts full responsibility for collect calls and/or long distance calls placed by dialing digits other than "1".
8. The customer holds the Company harmless from any and all liabilities and/or damages which may be alleged or incurred by the use of toll restriction, acceptance of collect calls, and/or long distance calls placed by dialing digits other than "1".
9. This service is available only where facilities permit.

B. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for each access line with which these features are associated.

Monthly Rate <sup>(1) (2) (3)</sup>

Toll restriction service,  
per access line

\$1.00

- (1) A secondary service order charge per access line is applicable to requests to add or change toll restriction service. One secondary service charge is applicable to each service order.
- (2) If toll restriction service is ordered at the time of initial installation of local service no additional service order charge will be applied for installation of toll restriction service.
- (3) Toll Restriction Service will be provided to customers subscribing to Lifeline Service at no monthly charge.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**VII. SPECIAL CALLING FEATURES**

A. Application

Special calling features are telephone service arrangements which are offered in addition to basic local exchange service, and provide one or more of the following features.

B. Description of Feature Offerings

1. Repeat Dialing

Permits the customer to have the system redial the last outgoing telephone number dialed from his/her line, regardless of whether the original call was answered, unanswered, or encountered a busy tone. If the redialed telephone number is busy, the Cooperative's equipment will monitor the line for a maximum of thirty (30) minutes beginning with the customer's activation of this feature in an attempt to establish the call. Both the calling and the called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified via a distinctive ring that the network is ready to place the call. When the customer picks up the telephone, the call will automatically be placed. The activation of this feature can be canceled by the customer when desired.

2. Call Return

This feature enables a customer to place a call to the telephone number associated with the most recent call received, whether or not the call was answered or the number is known.

When the customer dials a code the central office equipment automatically redials the calling number that is stored in the central office equipment call detail record. If the called line is not busy, the call is placed. If the called line is busy a queuing process begins. For the next 30 minutes, both the calling and the called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone, the call will automatically be placed.

This feature will not function from a line or trunk that does not have an associated telephone number e.g., multi-line hunting groups. In addition, the callback number must be capable of receiving incoming calls.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**VII. SPECIAL CALLING FEATURES (Continued)**

**B. Description of Feature Offerings (Continued)**

**3. Priority Ringing**

This feature provides a distinctive ringing pattern to the subscribing customer for calls received from subscriber-specified telephone numbers. The customer creates a screening list of up to ten telephone numbers through an interactive dialing sequence. When a call is received from one of the predetermined telephone numbers, the customer is alerted with a distinctive ringing pattern. Calls from telephone numbers not included on the screening list will produce a normal ring.

The customer may also obtain a screening list up to a 32 number capacity at an additional charge.

If the customer also subscribes to Call Waiting in Section 7, VI. of this tariff and a call is received from a telephone number on the Priority Ringing screening list while the line is in use, the Call Waiting tone will also be distinctive.

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

Some customer premises equipment may not be compatible with Priority Ringing service.

**4. Special Call Acceptance**

Provides the customer the ability to screen incoming calls against a list of up to ten subscriber-specified directory numbers and then accepts calls only from those specified directory numbers. The customer may also obtain a screening list up to a 32 number capacity at an additional charge.

A screening list is created by the customer through an interactive dialing sequence. When a call is placed to the customer's number from a number not on the screening list, the caller receives an announcement indicating that the party he/she is attempting to call is not accepting calls at this time.

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

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**VIII. SPECIAL CALLING FEATURES (Continued)**

**B. Description of Feature Offerings (Continued)**

**5. Call Screening**

Provides the customer the ability to prevent the completion of incoming calls from up to ten different subscriber-specified telephone numbers. A screening list is created by the customer through an interactive dialing sequence. When a call is placed to the customer's number from a number on the screening list, the caller receives an announcement to the effect that the party he/she is attempting to call does not wish to receive calls at this time. Any incoming calls not on the Call Screening list will be treated normally.

The customer may also obtain a screening list up to a 32 number capacity at an additional charge.

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

**6. Preferred Call Forwarding**

Allows the customer to transfer only subscriber-specified calls to another telephone number, within the exchange or on the long distance telecommunications network. A screening list of up to ten numbers is created by the customer through an interactive dialing sequence. Subsequently, calls are forwarded to the designated telephone number only if the calling number can be obtained and is found to match a number on the screening list. Customer subscription to the call forwarding feature is not required for this option to work.

The customer may also obtain a screening list up to a 32 number capacity at an additional charge.

The customer is responsible for the payment of any toll charges between the Preferred Call Forwarding telephone and the telephone to which the call is being forwarded.

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

Transmission may vary depending on distance and routing necessary, therefore transmission may not meet normal standards.

This feature cannot be used on a continual basis to expand the local calling scope beyond that available to a customer's premises.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**VII. SPECIAL CALLING FEATURES (Continued)**

**B. Description of Feature Offerings (Continued)**

**7. Direct Connect Service**

- a. Direct connect service is an optional service which provides that one designated number will ring whenever the subscribing customer's telephone is off the hook for a minimum number of seconds.

(1) The designated number must be programmed in the serving central office by the Cooperative. The designated number may not be public emergency numbers, such as police, fire, ambulance or 9-1-1 service, where available. If the customer desires to change the designated number, service charges are applicable as provided in this section.

(2) The Cooperative, or its officers or employees may not be liable for any claim, damage or loss arising from the provision of direct connect service, unless it is proven that the act or omission causing the claim, damage or loss constitutes gross negligence, recklessness or intentional misconduct on the part of the Cooperative or its employees.

(3) Direct connect service is available only where facilities permit.

- b. Direct connect service is an optional service which provides that one designated number will ring whenever the subscribing customer's telephone is off the hook for a minimum number of seconds.

(1) The designated number must be programmed in the serving central office by the Cooperative. The designated number may not be public emergency numbers, such as police, fire, ambulance or 9-1-1 service, where available. If the customer desires to change the designated number, service charges are applicable as provided in this section.

(2) The Cooperative, or its officers or employees may not be liable for any claim, damage or loss arising from the provision of direct connect service, unless it is proven that the act or omission causing the claim, damage or loss constitutes gross negligence, recklessness or intentional misconduct on the part of the Cooperative or its employees.

(3) Direct connect service is available only where facilities permit.

MISCELLANEOUS SERVICES ARRANGEMENTS

VII. SPECIAL CALLING FEATURES (Continued)

B. Description of Feature Offerings (Continued)

7. Direct Connect Service (Continued)

c. Rates and Charges

- (1) The following rates and charges apply in addition to the established rates and charges for each access line with which these features are associated.

Monthly Rate <sup>(1) (2)</sup>

Direct Connect Service, per line	\$1.00
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Combined with any Custom, Calling Feature, per line	\$.50
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8. Distinctive Ringing Service

a. General

- (1) Distinctive ringing service provides for a second telephone number to be assigned to the same access line. Each number will have a distinctive coded ring to identify which of the telephone numbers is being called.
- (2) Each line equipped for distinctive ringing service will receive a primary directory listing associated with the primary and the secondary number, at no charge.
- (3) Distinctive ringing service is available for use with individual residence and business service. The service will not be provided in connection with pay telephone services.
- (4) Distinctive ringing service is available only where central office facilities permit. In addition provision of this service is dependent upon the customer's equipment having the capability to provide distinctive ringing. The customer accepts full responsibility for any equipment modifications that may be necessary in order to obtain this service.

- (1) Secondary service order charge per access line is applicable to requests to add or change direct connect service. One secondary service charge is applicable to each service order.
- (2) If direct connect service is ordered at the time of initial installation of local service, no additional service order charge will be applied for installation of direct connect service.

MISCELLANEOUS SERVICES ARRANGEMENTS

VII. SPECIAL CALLING FEATURES (Continued)

B. Description of Feature Offerings (Continued)

8. Distinctive Ringing Service (Continued)

b. Rates and Charges

- (1) The following rates and charges apply in addition to the established rates and charges for each access line with which this feature is associated:

	<u>Monthly Rate</u>
Distinctive Ringing Service	\$3.00
Combined with other Custom Calling Features	\$2.50

(2) Service Charges

- i. A secondary service order charge per access line is applicable to requests to add or change Distinctive Ringing Service.
- ii. If distinctive ringing service is ordered at the time of initial installation of local service no additional service order charge will be applied for installation of distinctive ringing service.

9. Call Trace

Call Trace enables the customer to initiate an automatic trace of the last completed incoming call by dialing an activation code. Upon activation by the customer, the equipment makes a record of the incoming call detail, which includes the calling number, and the time the call was received. The conversation is not recorded. A customer using this feature will be required to contact the appropriate local law enforcement agency for further action. The results of a trace will be furnished only to legally constituted authorities upon a proper request from them to Valley Telephone Cooperative, Inc. The customer is not provided the traced number.

The ability to invoke Call Trace is provided to all of the Cooperative's customers at no charge and does not require customer subscription prior to activation of the service. Call Trace is billed per successful trace invoked by the customer.



**MISCELLANEOUS SERVICES ARRANGEMENTS**

**VII. SPECIAL CALLING FEATURES (Continued)**

**B. Description of Feature Offerings (Continued)**

**9. Call Trace (Continued)**

A successful trace cannot be made if the incoming call originates in a central office that does not have common channel signaling arrangements between it and the terminating central office. This feature will not work if the incoming call is from a telephone number in a multi-line hunt group, unless the telephone number is the main telephone number in the hunt group.

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

At its option or upon receipt of a proper request from a law enforcement agency, the Cooperative will set up a temporary tracing arrangement using Call Trace (or manual trap and trace where Call Trace is not available) at no charge to the customer when in the judgment of the Cooperative or law enforcement agency, the unwanted call(s) present a serious threat of bodily harm or destruction of property and the customer has not subscribed to Customer Originated Call Trace or subscription to Call Trace is not a suitable solution.

**C. Regulations and Limitations of Service**

1. Special calling features are available to one party residential and business customers. PBX trunk and pay telephone services are excluded from this tariff offering.
2. The following limitations apply:
  - a. Features requiring common channel signaling arrangements to function will only operate on calls originating and terminating within offices equipped with these arrangements or similarly equipped offices of interconnecting carriers. Therefore, provision of these features is subject to available facilities and limited to central offices specifically equipped to provide such features.
  - b. Feature number screening lists must contain telephone numbers of subscribers served out of offices equipped with common channel signaling arrangements to function.
  - c. When multiple optional features are activated on the same line certain features may take precedence over others.

MISCELLANEOUS SERVICES ARRANGEMENTS

VII. SPECIAL CALLING FEATURES (Continued)

D. Rates and Charges

1. Recurring Charges:

The following monthly rates are in addition to the rates and charges applicable to the associated service.

		Monthly Rate	
		<u>Business</u>	<u>Residence</u>
a.	Repeat Dialing	\$4.00	\$2.00
b.	Call Return	\$4.00	\$3.00
c.	Priority Ringing	\$3.00	\$2.50
d.	Special Call Acceptance	\$3.00	\$2.00
e.	Call Screening	\$3.00	\$2.00
f.	Preferred Call Forwarding	\$2.65	\$2.00
g.	Additional Screening List-32 Numbers	\$2.00	\$2.00
h.	Customer Originated Call Trace – successful trace activation (1)	\$10.00 per each	
i.	Direct Connect Service(2)(3)	\$1.00	\$1.00
j.	Distinctive Ringing Service (2)(3)	\$3.00	\$3.00

- (1) The ability to invoke the Customer Originated Call Trace feature is provided to all of Valley Telephone Cooperative customers at no charge, and cannot be considered as a subscription service when applying a package discount.
- (2) If Special Calling Features are installed at the time of the initial installation of service no additional installation charges apply.
- (3) If features are added to residential or business lines or changed after the initial service installation, a secondary service order charge will be applied. Secondary service order charges are listed in Section 5 of the Member Services Tariff.

MISCELLANEOUS SERVICES ARRANGEMENTS

VIII. CALLER ID SERVICE

A. Application

Caller ID Service is the general category of the following services which assist customers in the management of incoming and outgoing calls.

B. Description of Feature Offerings

1. Calling Number Delivery - Allows the transmission of Calling Party Number (CPN) to the subscriber's access line(s). When a Calling Number Delivery equipped line is on-hook, CPN is transmitted across the line during the silent interval between the first and second ring. Calling Number Delivery subscribers must provide and connect their own compatible customer premises equipment (CPE) to process the CPN transmission.
2. Calling Name Delivery - Allows for the transmission of Calling Party Name (CNM) to the subscriber's access line(s). When a party is on-hook, CNM is transmitted across the line during the silent interval between the first and second ring. Calling Name Delivery subscribers must provide and connect their own compatible CPE to process the CNM transmission.
2. Anonymous Call Rejection (ACR) - Allows subscribers to automatically reject all calls that have been "blocked", and therefore marked anonymous by the calling party. When ACR is active, the called party receives no alerting (ringing) for a call that has been rejected. The call is routed to a denial announcement and subsequently terminated.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**VIII. CALLER ID SERVICE (Continued)**

**C. Availability of Blocking**

Any Cooperative calling party may prevent the delivery of their CPN and CNM to the called party by dialing an access code (\*67 on their touch tone pad or 1167 from a rotary telephone) immediately prior to placing a call. The access code activates per-call blocking. Per-call blocking is available at no charge.

If a calling party activates blocking, the CPN and CNM will not be transmitted across the line. Instead, Caller ID subscribers will receive an anonymous indicator. This anonymous indicator notifies the Caller ID subscriber that the calling party chose to block number and name delivery.

Per-line blocking will be offered at no charge to a particular customer if the customer requests per-line blocking by directly contacting the Cooperative. Customers who request per-line blocking also have the ability to unblock their line on a per-call basis by dialing an access code (\*82 or 1182) immediately prior to placing the call. The \*82 (or 1182) access code deactivates per-line blocking and delivers the CPN and CNM for that call. Per-line blocking is automatically reactivated when the customer terminates the call.

In cases of emergency, an operator may assist the caller to override conditions imposed on a telephone line by the availability of Caller ID Service.

The blocking of Caller ID will not be provided on calls originating from pay telephones.

**D. General Rules and Regulations**

1. Caller ID will be provided in connection with one-party residence and business lines. Although this service is available on line-side PBX trunk connections, it is not available on trunk-side PBX connections, such as DID. In addition, pay telephone services are excluded from this tariff offering.
2. Caller ID Service is offered on a subscription basis which requires the customer to order the service. Where Caller ID service is available, any calling party, whether they subscribe to Caller ID or not, has per-call blocking capability, unless that customer is calling from a pay telephone.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**VIII. CALLER ID SERVICE (Continued)**

**D. General Rules and Regulations (Continued)**

3. The Cooperative shall not be liable for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a telephone number which the calling party has requested to be omitted from the telephone directory or the disclosing of such telephone number to any person.

The Cooperative shall not be liable for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing or misleading for any reason.

The Cooperative shall not be liable for any and all claims for damages caused by a telecommunications utility's failure to transmit the privacy indicator to the called party when such indicator has been passed to the telecommunications utility by the Cooperative.

4. A person may not use Caller ID service to compile and sell specific local call information without the affirmative consent or approval of the originating telephone customer. This restriction does not prohibit the Caller ID subscriber from:
  - a. verifying network performance or testing the provision of caller identification service;
  - b. compiling, using, and disclosing aggregate Caller ID information; or
  - c. complying with applicable law or legal process.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**VIII. CALLER ID SERVICE (Continued)**

E. Feature Interaction

1. Customers that subscribe to Calling Number Delivery and/or Calling Name Delivery and to the Call Waiting or the Call Waiting with Cancel feature combinations will have the capability to see the calling party's number and/or name displayed on the Caller ID CPE when an incoming call encounters the call waiting function, provided that the Cancel Call Waiting feature has not been activated and the customer's Caller ID CPE is equipped to provide calling party information in conjunction with Call Waiting functions.
2. Caller ID information will not be displayed under the following conditions:
  - a. If the called party is off-hook and does not subscribe to the Call Waiting or Call Waiting with Cancel features in combination with Caller ID, or does subscribe to these feature combinations but does not have CPE compatible with Call Waiting.
  - b. If the called party answers during the first ring interval.
3. Caller ID is not available with services based on distinctive ringing which have a silent interval length insufficient for CPN and CNM transmission.
4. Identification of specific stations or extensions served by customer premises equipment is not possible. The main directory number associated with the customer premise equipment will be displayed.
5. Caller ID will be transmitted and displayed for calls made from another central office only if it is linked by appropriate facilities.
6. When Caller ID service is provided in connection with line-side PBX trunk connections, the Cooperative makes no guarantee that the calling party information will be delivered in a manner such that the customer's equipment will be able to transmit that information to the stations or extensions served by the customer premise equipment. Customers subscribing to Caller ID services in conjunction with line-side PBX connections are responsible for the provision of compatible customer premise equipment which will receive, translate, display and/or store the transmitted data. The installation, repair, and technical capability of that equipment to function in conjunction with Caller ID services on line-side PBX connections will be the responsibility of the customer. The Cooperative assumes no liability and will be held harmless for any damage to the customer's equipment due solely to the transmission of the calling party information or for any incompatibility of the customer's equipment to perform satisfactorily with the information transmitted.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**VIII. CALLER ID SERVICE (Continued)**

**F. State and Local Government Undercover Operations Special Service Arrangements**

The parameters of the special service arrangement are as follows: State and Local government entities authorized to conduct undercover or surreptitious civil or criminal investigations, where the existence or conduct of an investigation or the identity of the investigator may be disclosed or compromised by Caller ID Service, may be eligible to receive at no charge, for a period not to exceed 90 calendar days, Trunk local exchange service access lines which allow for multiline hunting (as offered in this local exchange tariff) and Touch-Tone; both services to be used only in connection with a service arrangement that will mask the identity of the calling number and name. In addition, any nonrecurring charges and the FCC Subscriber Line charge associated with these access lines will be waived. All monthly and nonrecurring charges will begin to accrue for each access line on the 91st calendar in service day.

The services provided under the special service arrangement will be offered only in exchanges where Caller ID Service, as furnished by the Cooperative, is available.

Each State or Local government entity must request and receive sponsorship, on an individual access line basis, from the Texas Attorney General for access or subscription to this special service arrangement. The special service arrangement must be requested by the Texas Attorney General on behalf of any State or Local government entity which, in the judgment of the Texas Attorney General, is authorized to conduct undercover or surreptitious civil or criminal investigations.

For the purpose of requesting the special service arrangement, the State Attorney General will designate a representative that will act as liaison between all State and Local government agencies and the Cooperative. The Cooperative will also designate a representative to coordinate with the State Attorney General representative. In addition, the Cooperative will establish internal procedures to administer requests for the special service arrangement.

The total number of in service local exchange access lines and Touch-Tone services provided for under the special arrangement for use by all State and/or Local government entities in the conduct of undercover or surreptitious civil or criminal investigations cannot exceed ten (10) at any given time.

The Texas Attorney General will be responsible for ensuring that the services provided at no charge under the special service arrangement are to be used only by authorized representative(s) of State and/or Local government entities and only in the conduct of undercover or surreptitious civil or criminal investigations.

MISCELLANEOUS SERVICES ARRANGEMENTS

VIII. CALLER ID SERVICE (Continued)

G. Rates and Charges

1. The rates shown below are in addition to the established rates and charges for the services with which the feature is associated. The rate does not include a charge for an instrument or other customer premises equipment.

	<u>Monthly Rate</u>
Calling Number Delivery (CND)	
Residence	\$4.00
Business	\$5.50
Calling Name Delivery (CNMD)	
Residence	\$4.00
Business	\$5.50
Anonymous Call Rejection (ACR)	
Residence	\$0.50
Business	\$1.00



MISCELLANEOUS SERVICES ARRANGEMENTS

VIII. CALLER ID SERVICE (Continued)

G. Rates and Charges (Continued)

2. Feature Packages

	<u>Monthly Rate</u>
Calling Number Anytime (CND and Call Waiting/Cancel Call Waiting)	
Residence	\$4.50
Business	\$6.00
Calling Name Anytime (CNMD and Call Waiting/Cancel Call Waiting)	
Residence	\$4.50
Business	\$6.00
Caller ID Plus (CND and CNMD)	
Residence	\$6.00
Business	\$8.00
Caller ID Advantage (CND, CNMD, and ACR)	
Residence	\$6.25
Business	\$8.25
Caller ID Anytime (CND, CNMD, and Call Waiting/ Cancel Call Waiting)	
Residence	\$6.75
Business	\$8.75
Caller ID Deluxe (CND, CNMD, ACR, and Call Waiting/ Cancel Call Waiting)	
Residence	\$7.00
Business	\$9.00

- (1) Rates for feature packages including Call Waiting /Cancel Call Waiting are not in addition to, but are in lieu of, any other package discounts offered in Section X. of this tariff.
- (2) If Caller ID Services are installed at the time of the initial service installation, either business or residence, no additional service charges apply.
- (3) A secondary service charge will apply when features or packages are added or changed after the initial service installation. The secondary service order charge is listed in Section 5 of the Member Services Tariff.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**IX. EDUCATIONAL FACILITIES**

**A. Distance Learning and Information Sharing Program**

**1. Definition**

Distance learning and information sharing program is instruction, learning, and training that is transmitted from one site to one or more sites by telecommunications services that are used by an educational institution or library predominantly for such instruction, learning, or training, including video, data, voice, and electronic information.

**2. Distance Learning and Information Sharing Program Discounts**

Upon submission of an affidavit that complies with the requirements of Public Utility Commission of Texas Substantive Rule 26.141, an eligible educational institution, library, or consortia may obtain a 25% discount on the tariff rate for any tariffed service, except customer-specific contracts, that is used predominantly for distance learning purposes. For any discount received pursuant to Section X., B., following, an eligible school, library, or consortia may apply such discount prior to any discount received under this section.

**B. Educational Percentage Discount Rates (E-Rates)**

**1. Application**

The purpose of this section is to establish educational percentage discount rates (E-Rates) in compliance with Public Utility Commission of Texas Substantive Rule 26.216 for services that may be ordered out of this member services tariff or any other intrastate tariff in which the Cooperative concurs or otherwise participates.

**2. Eligibility**

The purpose of this section is to establish educational percentage discount rates (E-Rates) in compliance with Public Utility Commission of Texas Substantive Rule 26.216 for services that may be ordered out of this member services tariff or any other intrastate tariff in which the Cooperative concurs or otherwise participates.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**IX. EDUCATIONAL FACILITIES (Continued)**

**B. Educational Percentage Discount Rates (E-Rates) (Continued)**

**3. Discount Matrix (Continued)**

The following matrix shall be used to set a discount rate to be applied to eligible intrastate services purchased by eligible schools, school districts, libraries, or library consortia based on the institution's level of poverty and location in an "urban" or "rural" area.

**SCHOOLS AND LIBRARIES  
DISCOUNT MATRIX**

**DISCOUNT LEVEL**

Percent of students eligible for  
national school lunch program

Urban  
Discount

Rural  
Discount

<1

20%

25%

1-19

40%

50%

20-34

50%

60%

35-49

60%

70%

50-74

80%

80%

75-100

90%

90%

**C. Public Entity HC1 Service**

1. Eligible entities described in §58.253(a) of the Public Utility Regulatory Act (PURA) or their authorized representatives may order discounted intraLATA interexchange dedicated high capacity (1.544 Mbps) service ("Public Entity HC1 Service"). In order to qualify for this service, at least one point of termination of this service must be located on an eligible entity's premises. Public Entity HC1 Service will be provided under the terms and conditions of Valley Telephone Cooperative Inc.'s Intrastate Access Service Tariff and at the lowest rate offered for the corresponding service by any local exchange company electing incentive regulation under Chapter 58 of PURA.
2. Qualifying educational institutions or libraries may either elect the rate treatment provided in this subsection or the discount provided pursuant to the Cooperative's intrastate tariffs, as described in PURA §57.022 as provided by House Bill 2128.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**IX. EDUCATIONAL FACILITIES (Continued)**

**C. Public Entity HC1 Service (Continued)**

3. Public Entity HC1 Service is available only for the exclusive, or shared use, of eligible entities, and will be provided only to eligible entities located in an exchange area served by the Cooperative. Customers who obtain service under this section and are not eligible entities will have such services disconnected or will be charged standard tariffed rates for the service. Resale or sharing of Public Entity HC1 Service, or the use of Public Entity HC1 Service in the resale of local or long distance service is prohibited.
4. Rates for Public Entity HC1 Service apply for (1) service provided between an eligible entity's premises where the service is between exchanges wholly within the Cooperative's service area; (2) service provided from an eligible entity's premises in the Cooperative's service area up to the point of interconnection with the facilities of another carrier, or carriers; or (3) service provided from an eligible entity's premises in the Cooperative's service area to an Interexchange Carrier's ("IXC") point of presence in the same LATA. The rates and regulations of other carriers or IXCs apply where any portion of the service is provided by other carriers or IXCs. Standard rates for equivalent services in other intrastate tariffs of the Cooperative will apply when an eligible entity requests only transport mileage and neither terminating location is within the Cooperative's service area, or an eligible entity orders additional features with Public Entity HC1 Service.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**X. PAY-PER CALL INFORMATION SERVICES CALL BLOCKING**

**A. General Rules and Regulations**

1. Pay-per-call information services call blocking is a central office based service which allows customers to prevent certain types of outgoing calls from being placed over their local exchange access lines. This service will enable customers to prohibit dialing of calls to all numbers preceded by the prefix "1+900". Restricted calls will be directed to an intercept announcement.
2. Pay-per-call information services call blocking will only be provided in connection with residence and business one-party local exchange access services.
3. Pay-per-call information services call blocking will be furnished only where facilities permit. In central offices where the facilities are not available, access to pay-per-call information services will be blocked for the entire exchange, in accordance with §26.124 of the Commission's Substantive Rules.
4. The customer indemnifies and holds the Cooperative harmless from any and all claims, losses or damages caused by blocking of access to pay-per-call information services.
5. The Cooperative will not disconnect basic local exchange service for non-payment of charges only for calls to pay-per-call information services. The Cooperative may block the customer's line from access to this service for nonpayment of charges for these calls.

**B. Rates and Charges**

1. There is no recurring monthly charge for pay-per-call information services call blocking.
2. There is no recurring or non-recurring charge associated with the initial request to establish pay-per-call information services call blocking. The initial request is considered to be the first instance where a customer requests, or the Cooperative implements, blocking for each of one or more local exchange access lines.
3. Any subsequent request to reinstate pay-per-call information services call blocking after the customer has submitted, or the Cooperative has implemented, an initial request will be charged a secondary service order charge, as shown in Section 5 of this Member Services Tariff.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XI. DIRECT INWARD DIALING (DID) SERVICE**

**A. General**

1. DID Service consists of the central office switching equipment necessary to connect calls from the local exchange and long distance telecommunications network directly to stations or attendant positions associated with customer premises switching systems, without intermediate handling by an attendant.
2. The provision of DID service is subject to the availability of Cooperative facilities and telephone numbers, as well as the utilization of properly equipped customer premises equipment.
3. DID Service must be provided on all lines in a trunk or access line group arranged for inward service. The service does not allow for the routing of calls to selected numbers within the direct inward dialing number group over a separate trunk or access line group.
4. The operational characteristics of interface signals between Cooperative-provided connecting arrangements and customer-provided switching equipment must conform to Cooperative specifications.
5. The Cooperative shall not be responsible to the customer or authorized user if changes in protection criteria or in any of the facilities, operations, or procedures of the Cooperative render any customer-provided equipment or facilities obsolete, require modification of, or otherwise affect the use or performance of such equipment or facilities.
6. The Cooperative will provide directory listings in accordance with the regulations of Section 7 of this tariff. DID numbers furnished under these provisions are not entitled to free directory listings.
7. Customer-premises switching systems must be able to intercept unused numbers transmitted to the switching equipment.
8. The rates and charges for this service contemplate the use of standard Company equipment and serving arrangements.
9. DID telephone numbers are normally provided in blocks of 100 consecutive numbers. However, the blocks may be provided on a nonconsecutive basis if this is within the normal limitations of the serving office. The Cooperative retains its rights to the telephone numbers used in DID Service as provided in Section 3 of this tariff.

MISCELLANEOUS SERVICES ARRANGEMENTS

**XI. DIRECT INWARD DIALING (DID) SERVICE** (Continued)

B. Rates and Charges

The rates and charges shown below are in addition to applicable rates for local exchange service and any applicable service charges as provided in this tariff.

	<u>Monthly Rate</u>	<u>Installation Charge <sup>(1)</sup></u>
Direct Inward Dialing Service to Customer-Premises Switching Systems:		
First 100 DID Numbers Assigned, Minimum Charge	\$145.00	\$145.00
Each Additional 100 DID Numbers Assigned, After First 100	\$145.00	\$145.00

- (1) Applicable in each instance a service order is received to install or change one or more groups of DID numbers.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XII. DIRECTORY ASSISTANCE SERVICE**

A. General

1. Local and IntraLATA Directory Assistance
  - a. The Cooperative furnishes Directory Assistance Service whereby customers may request assistance in determining local and/or intraLATA directory listing information.
  - b. The rates set forth below apply to calls from customers whose requests for local and intraLATA directory information are provided by the Cooperative and billed to its subscribers.
2. Regulations
  - a. Single line residential or business customers are allowed three Directory Assistance calls per month without a charge. Customers with multiple-line service shall be allowed two additional calls per month per line up to the first twenty-five additional lines and, thereafter, one call per month for each additional line.
  - b. Customers may make two listing requests per call at no additional charge. Each additional listing request after the first two will be charged \$0.50. There is a maximum of ten requests per call. Customers desiring more than one listing per call should inform the Directory Assistance operator at the beginning of the call.
  - c. The rates listed below apply whether the customer places a call to the Directory Assistance attendant directly, via an operator, or has Directory Assistance charges billed to a telephone calling card or a telephone number other than the originating number.
  - d. No credit will be given for any unused portion of the customer's free monthly allowance. No credit will be given for requested telephone numbers that are non-published or non-listed. No credit will be given for requested telephone numbers that are not found in the directory.
  - e. Call allowances are not transferable between separately billed accounts of the same customers.



**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XII. DIRECTORY ASSISTANCE SERVICE (Continued)**

A. General (Continued)

2. Regulations (Continued)

- f. Charges for Directory Assistance Service are not applicable to calls placed from Hospitals, or from Pay Telephone Exchange Access Service. However, an end user may bill Directory Assistance charges from pay telephones to a calling card or a telephone number other than the originating number as specified in the Pay Telephone Exchange Access Service section referenced above.
- g. Customers whose physical disabilities prevent them from using the telephone directory are also excluded from Directory Assistance charges. Such customers must provide the Cooperative with a certificate signed by a physician or issued by any agency recognized by the state as having the authority to certify such disabilities.
- h. Calls placed from Pay Telephone Exchange Access Service will be given a maximum of two requests per call.

B. Rates and Charges

Directory Assistance Rate per Use

Per Call

First three calls per month  
Each additional call

Free  
\$0.50

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XIII. DIRECTORY LISTINGS**

A. General Regulations

The regulations for directory listings, as provided in this Section, apply only to the information records and the alphabetical directory or that section of the directory containing the regular alphabetical listing of names of customers.

The alphabetical listing of names of customers is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use customer's service. Special arrangement of names is not contemplated, nor any form of listing which does not facilitate use of directory service or is otherwise objectionable or unnecessary for purposes of identification.

1. Names in directory listings shall be limited to the following in connection with residential service:
  - a. The individual name of the customer, or
  - b. The individual name of a member of the customer's family, or
  - c. Any such listing deemed necessary by the Cooperative.
  - d. Any listing other than an individual name will be considered a business service listing with exception of those specified in this Tariff.
2. In connection with business service:
  - a. The Individual name of the customer, or
  - b. The name under which the customer is actually doing business as evidenced by signs on the premises, by letterheads, and by name under which a bank account is carried, or
  - c. The name under which a business is actually being conducted by someone other than the customer and which the customer is authorized by such other to use, or
  - d. The individual names of the officers, partners, or employees of customer, or
  - e. The names of departments when such listings are deemed necessary from a public reference viewpoint.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XIII. DIRECTORY LISTINGS (Continued)**

A. General Regulations (Continued)

3. Whenever any question arises as to the right of a customer to list the name of a business which they claim they are authorized to represent or to use a listing which includes the trade name of another, the Cooperative may require the customer to provide written authorization to use such name, from the owner of such name, addressed to the Cooperative for the acceptance, insertion or continuance of such listings. The Cooperative may refuse to accept or to delete such listings where such written authority is not furnished or such authority is withdrawn by the owner, in writing, to the Cooperative.

B. Primary Listing

One listing termed the primary listing, is provided without charge for each separate customer service. When two or more main station lines are consecutively operated, the first number of the group is considered the primary listing.

The primary listing must be the actual name of the customer to whom service is rendered or:

1. In the case of residence service, the name of a member of the customer's family or household. Also, a dual name primary listing may be provided for two persons who share the same surname and reside at the same address or for a person known by two first names. This listing is comprised of a surname, two first names, address and telephone number.
2. When providing a primary listing for two individuals and an extra line is required for that primary listing, extra line charges will apply.
3. In the case of business service, the name of the business or of a member, officer, employee, or representative thereof, or the name of another business which the customer owns controls or represents.
4. No name, whether actual or assumed, or phrase will be listed when in the opinion of the Cooperative the name or phrase is requested for advertising purposes or to gain special position or prominence in the directory. No name or phrase will be listed which in the opinion of the Cooperative is likely to mislead or deceive the public.
5. The name of a party for whom service is contracted for by another insofar as it meets the above requirements.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XIII. DIRECTORY LISTINGS (Continued)**

**B. Primary Listing (Continued)**

6. An additional listing reversing the order of the individual's given name may be obtained at the rates specified for regular additional listings as specified in rates following. The restriction of no more than two individuals names applies only to listings involving two individuals' names.

**C. Extra Listings**

1. Business extra listings may be the names of partners or members of the firm, if the customer is a partnership or firm; the names of the officers of the corporation, if the customer is a corporation; and for any business establishment, the names of business associates or employees of the customer. Business extra listings may be the bonafide names of individuals, firms or corporations which the customer owns or controls or is duly authorized to represent. Listings which are designed primarily to give publicity such as service, agency, or commodity designations are not accepted.
2. Residence extra listings may be the names of the customer's immediate family.
3. In connection with semi-public telephone service, residence extra listings are allowed in the names of permanent guests or tenants at that location. Business extra listings in connection with semi-public stations are furnished under the regulations as specified in Paragraph C. 1. above.
4. Ordinarily, all extra listings must be of the same address and telephone number as the primary listing, except as provided below for alternate listings. However, when in the opinion of the Cooperative it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing may be permitted under the address of a PBX station or extension station, installed on premises of the customer, but at an address different from that of the switchboard, or main station using the telephone number of the primary listing.
5. Customers, whose names may commonly be spelled in more than one way, may arrange for additional listings under the alternate spelling at the rate for regular extra listings.
6. Regular extra listings are furnished at the rate quoted in I. Paragraph K., of this Section.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XIII. DIRECTORY LISTINGS (Continued)**

**D. Special Types and Cross-Reference Listings**

Duplicate and cross-reference listings:

1. Duplicate listings, listings of nicknames, abbreviated names, which are commonly spelled in more than one way, and rearrangements of names, are permitted when, in the opinion of the Cooperative, they are necessary for the proper identification of the customer, and are not desired to secure a preferential position in the directory or for advertising purpose.
2. Cross-reference listings are permitted when their use will facilitate in the handling of telephone calls.
3. The regular extra listing rate applies for each duplicate or cross reference listing.

**E. Alternate Call Number Listings**

1. Listing of an alternate telephone number, other than those covered under Paragraph H, "Office Hour Listings" of this Section, to be called in case no answer is received, is permitted for customers of all classes of service.
2. The alternate number may be that of a service not under contract with the customer in connection with whose name it appears. In such a case, the consent of the customer to the alternately-listed service is required before the alternate listing is furnished.
3. The regular extra listing rates and conditions apply to each alternate listing.

**F. Foreign Listings**

Foreign listings are listings in the alphabetical listings of an exchange other than the exchange in which the listed service is furnished. The foreign exchange listing rate applicable in the exchange in which the listing, appears applies to each foreign listing.

**G. Extra Lines of Information**

Listings of other lines of information which are not required by the Cooperative in order to efficiently handle telephone traffic are not included in the regular charges for service. Regular extra listing rates apply to the listing of other information desired by the customer in connection with his listing. A phrase directing the method of calling when an operator is not on duty may be listed in the directory, at extra charge, whenever night connections are provided.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XIII. DIRECTORY LISTINGS (Continued)**

H. Office Hour Listings

Listings of office hours or other information which is not required in order to efficiently handle telephone traffic, is not included in the charges for service. Customers may have their office hours appear in connection with their listings, by paying the rates for regular extra listings or extra lines of information.

I. Temporary Tenant Listings

1. Residence customers who lease their premises and request the Cooperative to provide service to their tenant without change in contract, may arrange for listing of such tenant provided that the customer and the tenant do not occupy the premises at one same time.
2. All billing and contractual arrangements for all services and facilities remain unchanged, the customer being responsible for the payment of all charges.
3. The regular extra listing rate applies for each temporary tenant listing.

J. Contract Period

The length of contract period for directory listings where the listings actually appear 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.

K. Rates for Directory Listings

Monthly Rate

- |                                       |                       |
|---------------------------------------|-----------------------|
| 1. Extra Directory Listing            | \$ .50 <sup>(1)</sup> |
| 2. Special or Cross-Reference Listing | \$ .50                |
| 3. Alternate Call Number Listing      | \$ .50                |
| 4. Foreign Listing                    | \$ .50                |
| 5. Extra Line of Information, each    | \$ .50                |
| 6. Office Hour Listing                | \$ .50                |
| 7. Temporary Tenant Listing           | \$ .50                |

L. Changes in Directory Listings

A customer will be charged a Secondary Service Order charge for changing a Directory Listing. The changed Directory Listing will not be updated in the Cooperative's published Directory until the next annual publication.

- (1) Extra listing charges date from the time the listing is posted on the information records. Information records are posted at the time application for the listing is made, or at the date of issue of the directory, as the customer may desire. Such listing shall continue through the issue of the directory.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XIII. DIRECTORY LISTINGS (Continued)**

**M. Non-published Telephone Number Service**

Non-published telephone number service is an arrangement made at the request of the customer whereby the customer's telephone number is not listed in the telephone directory or in the information records available to the general public at no charge to the customer.

1. Incoming calls to nonpublished numbers will be completed only when the calling party places the call by telephone number. The Cooperative will adhere to this regulation notwithstanding any claim made by the calling party.
2. In the absence of gross negligence or willful misconduct, the Cooperative assumes no liability for publishing or disclosing a nonpublished number.
3. When a call is placed from a telephone number associated with a nonpublished listing, the number may be disclosed if a calling party has equipment to display the calling number. Customers may prevent the display of the calling number by activating Caller ID blocking. Caller ID blocking is available at no charge, wherever caller ID disclosure is possible.

**N. Publication and Distribution**

Telephone directories shall normally be published annually, listing names, addresses and telephone numbers of all customers, except public telephones and telephone service not published at customer's request.

The Cooperative will furnish to its customers one copy of each telephone directory without charge for all main stations served by that directory, and, if requested, one copy per station. Directories containing listings of other areas will be furnished at the discretion of the Cooperative at a reasonable charge.

**O. Ownership and Use**

Directories furnished to customers remain the property of the Cooperative and are provided to customers only as an aid to the use of the telephone service, and are to be returned to the Cooperative upon request. Customers must not deface or mutilate directories. The Cooperative shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced, or mutilated while in possession of the customer.

No binder, holder, or auxiliary cover, except such as may be provided by or with the consent of the Cooperative shall be used on or in connection with any directory furnished by the Cooperative.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XIII. DIRECTORY LISTINGS (Continued)**

P. Directory Errors and Omissions

1. The Cooperative, except as provided herein, shall not be liable for damage claimed on account of errors in or omissions from its directories nor for the result of the publications of such errors in the directory nor will the Cooperative be a party to controversies arising between the customers or others as a result of listings published in its directories.
2. Claims for damages on account of interruptions to service due to errors or omissions in directory listings will be limited to a pro rata adjustment of the charge for such part of the customer's service as is affected, the maximum reduction not to exceed one-half the service charges for the period from the date of issuance of the directory in which the mistake occurred to the date of issuance of a new directory containing, the proper listing.
3. No liability for damages arising from errors in or omissions of directory listings, or listings obtained from the "information operator" shall attach to the Cooperative. In the case of additional or extra listings for which a charge is made, the Cooperative's liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.
4. A number shall be changed at no charge if a customer's number is incorrectly listed in the directory, and is a working number, and if the customer to whom the incorrect number is assigned requests the change. If the incorrect number is not a working number, and is a usable number, the customer's number shall be changed to the listed number at no charge if requested.
5. No liability for damages arising from publishing the telephone number of non-published service in the telephone directory or disclosing the telephone number of any person shall attach to the Cooperative. Where such number is published in the telephone directory, the Cooperative's liability shall be limited to a refund of the monthly charges applied to this service by the Cooperative for non-published service.
6. The customer indemnifies and saves the Cooperative harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a non-published telephone number upon request, or by the publication of a number of a non-published service in the telephone directory, or disclosing of such number to any person.
7. The Cooperative's directory is protected from unauthorized use of directory listings by copyright.



**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XIII. DIRECTORY LISTINGS (Continued)**

**Q. Termination of Directory Listings**

1. In the case of directory listings where the listing has appeared in the directory, the charge is due as billed through the end of the directory period except that, in the following cases, charges will be continued only to the date of termination of the extra listing, subject, however, to minimum charge for one month if:
  - a. The contract for the main service is terminated.
  - b. The listed party becomes a customer to another class of exchange service.
  - c. The listed party is deceased.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XIV. PAY TELEPHONE ACCESS SERVICE**

**A. General**

1. Pay Telephone Access Service (PTAS) is a telecommunications service utilizing any coin, coinless, credit card reader, or cordless instrument that is accessible by members of the general public, or business patrons, employees, and/or visitors of the premises owner or lessee where pay telephone service is installed, provided that the end user pays for local or toll calls from such instruments on a per-call basis. For purposes of this definition, coinless telephones provided in guest rooms by hotel/motel are not pay telephones. A telephone that is primarily used by business patrons, employees, and/or visitors of the premises' owner is not a pay telephone if all local calls and "1-800" and "1-888" type calls from such telephone are free to the end user.
2. PTAS is a service offered by a certificated telecommunications utility which provides a two-way, or optionally, one-way originating-only access line composed of the serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer premises, and the network interface.
3. PTAS Provider is the entity that purchases PTAS from the Cooperative and registers with the Public Utility Commission as a provider of PTAS to end users. Because PTS Providers jointly provision service to end use customers, as outlined in Section 1, III. Classification of Service, PTAS Service is not classified as a residential or business service and is therefore not a member service.
4. All PTAS providers must register with the Commission using Commission-prescribed forms, in order to do business in the State of Texas. The Cooperative shall not provide PTAS to a person required to be registered to provide such service unless that person provides a Commission-supplied proof of registration.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XIV. PAY TELEPHONE ACCESS SERVICE (Continued)**

**A. General (Continued)**

6. A maximum of one pay telephone instrument may be connected to any PTAS access line.

A non-dial instrument may be connected to the PTAS access line and must be visible from the main station. Notice as required under 16 T.A.C. Substantive Rule 26.341 must be provided when the instrument is connected.

7. A listing in the local telephone directory must be provided to the PTAS provider on request.
8. Service connection charges for business access line service shall be applicable for PTAS.
9. Call Screening Services as described herein are available to PTAS providers. The PTAS provider will not be responsible for payment of charges for calls placed in violation of Originating Line Screening or Billed Number Screening. The Cooperative will not bill if the pay telephone clearly identifies to the local operator at the time a 0+, 0-, third number billed, or collect call is placed; otherwise, the appropriate Long Distance Telecommunications charges will apply. The Cooperative will only be responsible for refunds or adjustments of charges for calls placed through non-Cooperative operators when those calls are billed through the Cooperative.

The Company provides Originating Line Screening via flexible automatic number identification (Flex ANI) coding digit service to all PTAS providers at no charge. Flex ANI enables assignment of two-digit codes so that different classes of service can be distinguished by the operator service provider. The Company provides Originating Line Screening for calls that originate from pay telephone instruments.

Billed Number Screening will be provided, at the PTAS provider's option, at no charge. This feature prevents billing of incoming collect and/or third number billed calls.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XIV. PAY TELEPHONE ACCESS SERVICE (Continued)**

**A. General (Continued)**

10. Answer Supervision will be provided, at the PTAS provider's option, at the rates shown in Section E following. This feature provides "off-hook" supervisory signals to the pay telephone equipment, which is the signal that allows billing to begin. These signals originate from the called party's central office (the terminating central office) to a line interface at the calling party's serving central office (the originating central office).
11. Coin Supervision will be provided, at the PTAS provider's option, at the rates shown in Section E following. This feature provides the capability of central office line equipment to pass signals and/or tones from a local exchange service line to a trunk terminating at the operator service provider. These signals enable an operator service provider to recognize coin deposits and return coins to the pay telephone end user. Coin Supervision also permits a suitably equipped operator service provider to automatically ring back the originating local exchange service line upon completion of a call.
12. The Cooperative will not assure privacy of communications from the pay telephone to the connection to the network.
13. PTAS will not be provided in conjunction with foreign exchange service or rotary line service.
14. The Cooperative need not initiate a maintenance service call or take any other action in response to a trouble report on a pay telephone until such time as requested by the PTAS provider or its agent. The PTAS provider must keep the Cooperative advised of the identity of the PTAS provider or agent authorized to request a maintenance service call.
15. The Cooperative is not required to provide directory assistance service to pay telephones accessible to inmates of confinement facilities.
16. The Cooperative will provide PTAS providers who use automated call completion technology to complete operator service calls the same services and information that the Cooperative provides interexchange carriers, if any, under 16 T.A.C. Substantive Rule §26.313 and on the same prices, terms, and conditions that the Cooperative provides such services and information to any interexchange carrier.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XIV. PAY TELEPHONE ACCESS SERVICE (Continued)**

**B. Provision of Service**

1. If the PTAS provider uses automated call completion technology to complete operator service calls, and if validation information is available for calls that the PTAS provider (or a third-party billing and collection agent operating on behalf of the PTAS provider) will bill through a certificated telecommunications utility, the PTAS provider is required to validate the call and is allowed to submit the call for billing only if the call was validated.
2. PTAS may be connected to, from, or through a customer- provided telecommunications switching system, or local exchange carrier-provided central office based PBX-type switching system, provided that the PTAS provider meets all the requirements of 16 T.A.C. Substantive Rule §26.344. The PTAS provider must ensure that access to E-911, 911 and/or 0- is not blocked and must comply with all legislative and rule requirement regarding the operation of E-911 and 911. This access configuration is not allowed if it prevents usage measurement by the local exchange carrier of a local exchange carrier-provided PTAS access line.
3. The PTAS provider shall be responsible for the installation, maintenance and operation of the pay instrument used in connection with PTAS.
4. The PTAS provider is responsible for the payment of charges for all local and toll messages including local and long distance directory assistance charges. The PTAS provider will not be responsible for charges incurred for calls placed in violation of the telephone cooperative-provided Originating Line or Billed Number Screening.
5. The PTAS provider shall sign an agreement to indemnify and hold the Cooperative harmless from any and all loss, damage and expense occasioned by or arising out of claims for injury to persons or damage to property caused by or contributed to by the provision of detailed toll billing records to the PTAS provider by the Cooperative, including but not limited to, any disclosure of said detailed toll billing records by the PTAS provider.

**C. Operational Characteristics**

1. Pay telephone instruments used in connection with PTAS must be registered in compliance with the Federal Communications (FCC) Part 68 Registration Program or connected behind an FCC-registered coupler.
2. Pay telephone instruments used in connection with PTAS must comply with all applicable Federal, State and Local laws and regulations concerning the use of these telephones by disabled persons and the hearing or speech impaired.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XIV. PAY TELEPHONE ACCESS SERVICE (Continued)**

**D. Violation of Tariff**

If a PTAS provider is in violation of a tariff provision, the Cooperative must notify the PTAS provider of the violation in writing. Such notice must refer to the specific tariff provisions being violated. The notice must state that the PTAS provider is subject to disconnection by the Cooperative of the instrument(s) in violation of the tariff unless the PTAS provider corrects the violation and notifies the Cooperative in writing, within 20 days of receipt of the notice of the violation, that the violation has been corrected. The Cooperative may disconnect the instrument(s) that are in violation of the tariff on or after the 20th day after receipt of the notice by the PTAS provider, if the PTAS provider did not notify the Cooperative in writing within 20 days of receipt of the notice that the violation was corrected. However, if the PTAS provider has filed a complaint with the Commission regarding the disconnection and has provided the Cooperative with a copy of the complaint that indicates that the complaint has been filed with the Commission's complaint office, within 20 days of receipt of the notice of a violation from the Cooperative, the Cooperative may not disconnect the instrument(s) pending resolution of the complaint by the Commission.

**E. Rates and Charges**

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Pay Telephone Access Service Access Line, each	(1)	(2)
2. Originating Line Screening	N/C	(2)
3. Billed Number Screening	N/C	N/C
4. Answer Supervision	\$5.00	(2)
5. Coin Supervision	(1)	(2)

(1) The applicable rate is shown in the NECA Tariff No. 5, 17.4.4.

(2) Service connection charges as shown in Section 5 of this tariff for business access lines will be applicable.

**MISCELLANEOUS SERVICES ARRANGEMENTS**

**XV. 811 DIALING SERVICE**

**A. General**

811 Service is a three-digit abbreviated local dialing arrangement that allows local exchange end-users to reach the provider(s) of the state's One Call Notification system (811 Customer). 811 Service is used by the One Call Notification system to provide advance notice of excavation activities to underground facility operators pursuant to Federal Communications Commission's Sixth Report and Order (FCC 05-59) in CC Docket 92-105.

811 Service determines the central office serving the calling party, converts the dialed digits to a Customer provided designated Routing Telephone Number (RTN) and routes the call over the public switched telephone network utilizing Advanced Intelligent Network platforms and features.

**B. Regulations**

In addition to the following rules and regulations, the General Rules and Regulations in Section 3 of the Cooperative's Member Services Tariff shall also apply.

1. 811 Service is offered subject to the availability of facilities and is not available for resale.
2. There can be only one 811 Customer for each stand-alone, host, or remote central office NPA-NXX serving area. The Cooperative will route calls based on the serving central office.
3. The Customer provided designated RTN must be a toll-free number to ensure that toll charges are not incurred by the end-user.
4. 811 Service can be accessed only by end-users who subscribe to the Cooperative's local exchange service, and by end-users who obtain service from an entity that utilizes the Cooperative's local switching to provide dial tone service to its end-users.
5. 811 Service will not complete calls dialed using 1+, 0+, 0-operator assisted, 101XXXX, or inmate calls. 811 calls are not permitted where local calling is restricted.
6. The Customer is responsible for informing all local exchange service providers operating within its designated geographical area of any call centers it establishes. Any change to the terminating number(s) is the customer's responsibility. A 60-day written notice is required for any planned number change to ensure that timely number translations occur at each Central Office.

MISCELLANEOUS SERVICES ARRANGEMENTS

XVI. 811 DIALING SERVICE (Continued)

B. Regulations (Continued)

7. 811 Service does not include operator assisted calls, and will only be available to PBX and Key switching system when those systems have been correctly programmed. The Cooperative does not undertake to perform nor shall it be responsible for such programming.
8. Caller ID information from the originating number is not provided to the 811 Customer on a real-time basis.
9. The Cooperative will make every effort to route 811 calls to the appropriate call center(s); however, it will not be held responsible for routing mistakes and errors, interruptions of service, or intervening Acts of God that interfere with telephone service and/or with routing. The Cooperative's obligation under 811 applies solely to the transmission of the call and ends upon call completion to the Customer-provided designated RTN. The Cooperative reserves the right to discontinue the service, if interruption of 811 is necessary to prevent or protect against fraud or otherwise protect Cooperative personnel, facilities or services.
10. 811 Service is provided solely for the benefit of the Customer. The provision of such service shall not be interpreted, construed, or regarded as being for the benefit of or creating any obligation toward, or any right of action on behalf of, any third person or other legal entity, including end users of the Cooperative or any providers of telecommunications service.

C. Explanation of Terms

811 Customer: The entity providing, with appropriate state authority, the excavation notice service under Texas Statutes, Chapter 251 of the Utilities Code.

Calling Party: The end user in a Cooperative Exchange placing an 811 call.

Terminating Number: The local or toll free number subscribed to by the 811 Customer.

D. Rates and Charges

The Cooperative reserves the right to revise this tariff at a later date if charges are deemed appropriate or, if network rearrangements made by the Cooperative or at customer request in the future require the Cooperative to incur additional costs.



**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**I. SPECIAL CHARGES**

**A. Application**

Special charges may be applied in addition to the initial service connection charges and monthly rates. Special charges apply primarily when the Cooperative incurs unusual investment or expense to provide service. Special charges will apply when:

1. Conditions require or the customer requests the provision of special equipment or unusual or non-standard methods of plant construction, installation, or maintenance, or a relocation of the Cooperative facilities.
2. The customer's location requires the use of costly private right-of-way.
3. The proposed service is of a temporary nature and the facilities to be placed would not be useful to the Cooperative in the general conduct of its business, after the temporary service was discontinued.
4. Title to all construction, as specified within this Tariff, provided wholly or partially at a customer's expense is vested in the Cooperative.

**B. Customer Requirements**

The Cooperative shall retain title to all plant constructed, as specified within this tariff, provided wholly or partially at a customer's expense.

**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**II. LINE EXTENSIONS**

TM

A. Conditions for Line Extensions Charges

Construction Charges for line extensions may apply to applicants with abnormally long extension requirements to prevent unreasonable burdening of the general body of existing customers.

B. Rules for Line Extension Charges

1. All costs will be computed on a current basis, and material cost will be computed on the basis of the extension of the minimum sized cable used by the Cooperative to the applicant.
2. The Cooperative will determine the type of cable plant extension required on the basis of current and projected conditions and estimate the cost accordingly.
3. The construction charge for line extensions is apportioned equally among all applicants of a group.
4. Applicants may be required to make advance payments to cover all or a portion of the excess construction charges for exchange service or special service arrangements when in the opinion of the Cooperative there is evidence of credit risk. A cash deposit may also be required as specified in Section 3, General Rules and Regulations, VI., 3. (b), on Additional Deposits.
5. Payments for construction are not refundable and no credit will be allowed for future installations on line extensions constructed under the above regulations.

C. Use of Poles

The Cooperative will provide the poles on private property to be used in serving an individual customer at no cost to the customer except in cases where the customer is required to pay for constructing the line extension. Poles requested by the customer, in excess of those deemed necessary by the Cooperative, will be charged to the customer at installed cost. Ownership and maintenance of such poles is vested in the Cooperative.

D. Provisions of Private Right-Of-Way

The Cooperative's obligation to provide service through line extensions is solely dependent upon its ability to secure, retain and maintain suitable rights-of-way without reasonable expense. When conditions require, applicants shall provide, without expense to the Cooperative, private right-of-way as needed. Any and all private right-of-way or permit requirements, and any and all associated costs, will be the responsibility of the applicant, and must be furnished before a plant extension project begins.

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**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**III. SPECIAL CONSTRUCTION**

TM

A. Construction Costs due from the Customer

1. The Cooperative will furnish an average amount of entrance and distribution facilities, provided the facilities are of the standard type normally furnished for the particular location or kind of service. Where special conditions or special requirements of a customer, or potential customer, involves unusual construction or installation costs, the customer will be required to pay a reasonable proportion of such costs.
2. For Customers with less than five years of service, the Company will pay for one mile of construction down a public road (highway, city or county) or easement/right-of-way, then up to 1,000 ft. off the road/easement/right-of-way towards the customer designated premises agreed to by the Company. The Company will define the customer designated premises based on network requirements. The new or prospective member will be asked to pay the rest of the cost of providing service.
3. For Customers with more than five years of service, the Company will pay for two miles of construction down a public road (highway, city or county) or easement/right-of-way, then up to 3,000 ft. off the road/easement/right-of-way towards the customer designated premises agreed to by the Company. The Company will define the customer designated premises based on network requirements. The member will then be asked to pay the rest of the cost of providing service.
4. The customer will provide the Cooperative upon request and without charge written permission for the placing of Cooperative's facilities on private property. The customer is responsible for providing satisfactory entrance to the building and space for mounting any necessary network protection equipment.

B. Temporary Service

Where plant construction is required to provide any service or facility, temporary in character, or where it is necessary to place temporary construction in advance in permanent construction in order to meet the customer's requirements, the Cooperative may require the applicant to pay the non-recoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

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**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**III. SPECIAL CONSTRUCTION (Continued)**

TM

**C. Service Provided to Movable Premises**

1. When telephone service is provided to movable premises by means of aerial plant, the customer shall provide a clearance pole if the Cooperative considers it necessary. The clearance pole must comply with the Cooperative's specifications. The customer shall place, own and maintain the pole. However, if the customer elects and the Cooperative agrees, the Cooperative will place, own and maintain the pole and bill the customer the cost of placing the pole.
2. Where plant construction is required to provide any service or facility to a movable premises, and it is necessary to place temporary construction in advance of permanent construction in order to meet the customer's requirements, the Cooperative may require the applicant to pay the non-recoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

**D. Service to Residential and Commercial Developments**

The construction charges, allowances, and provisions previously specified in this Section contemplate the extension of facilities into areas of normal growth and development. Where facilities are to be extended into new areas of residential or commercial real estate development which, in the Cooperative's opinion, are of a promotional or speculative nature, the Cooperative may require an advance deposit equal to all or a portion of the costs of such construction, depending on the circumstances in each case. This advance deposit will be payable prior to the start of construction.

1. The Cooperative and the developer may enter into a contractual agreement that provides for the periodic refund of portions of the deposit as customers in the development receive telephone service, and other terms of the contract are met. The contract will specify the estimated number of telephone customers expected to receive service within the area and the time required to complete the project (not to exceed five years). The contract will provide that the construction charge be recomputed to reflect regular tariff allowances, design changes made by the developer, damage to telephone facilities by persons other than Cooperative employees or agents or unusual construction requirements. Periodic refunds to the developer will be adjusted accordingly.

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**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**III. SPECIAL CONSTRUCTION (Continued)**

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**D. Service to Residential and Commercial Developments (Continued)**

2. The applicant for telephone service to a development is required to provide the Cooperative, at his own expense, the necessary easements for installation and maintenance of telephone facilities, clear the ground where facilities are to be installed according to Cooperative specifications and request installation of telephone facilities at an appropriate time during construction of the project to avoid unnecessary costs to the Cooperative.

**E. Underground Service Connections**

When a customer request that underground service connections be installed instead of aerial facilities which would ordinarily be used, or when aerial facilities are used to provide service, and the customer subsequently requests that facilities be placed underground, the following regulations apply:

1. The customer shall pay the cost of constructing and maintaining underground conduits that will be built according to Cooperative specifications.
2. Any ducts required in the underground conduit by the Cooperative to furnish service will be reserved for its exclusive use.
3. If a customer request that cable be installed in a trench, the trench shall be constructed and back filled under the Cooperative's supervision at the customer's expense.
4. The Cooperative will maintain and replace cable installed in conduit where the Cooperative has inspected and approved the conduit. The Cooperative will repair or replace cable in conduit or trench necessitated by damage caused by the customer or his representatives, only at the customer's expense.
5. The Cooperative may replace existing aerial facilities with underground facilities in connection with planned projects or during its normal operations. If a customer requests the removal and replacement of existing aerial facilities with underground facilities prior to the time of normal replacement, the customer will be responsible for the expense incurred by the Cooperative in making the replacement.

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**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**IV. SPECIAL SERVICE ARRANGEMENTS**

TM

A. General

1. If a customer's requirements cannot be met by service arrangements, the Cooperative will provide, where practical, special service arrangements at charges equivalent to the estimated cost of furnishing such facilities. These special service arrangements will be provided if the provision of such arrangements is not detrimental to any of the services furnished under the Cooperative's Tariffs.
2. If any type of qualifying special assembly device is subscribed to by more than three (3) customers, the Cooperative may file the offering as a general service offering in the appropriate tariff section.

B. Rates and Charges

1. Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangement.
2. Estimated cost, which consists of an estimate of the total cost to the Cooperative in providing the special service arrangement, may include the following:
  - a. Cost of maintenance
  - b. Cost of operation
  - c. Depreciation on the estimated cost installed of any facilities used to provide the special service arrangement based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
  - d. General administration expenses, including taxes on the basis of average charges for these items.
  - e. Any other item of expense associated with the particular special service arrangements.
  - f. An amount computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment.

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**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**IV. SPECIAL SERVICE ARRANGEMENTS (Continued)**

TM

B. Rates and Charges (Continued)

3. The estimated cost installed mentioned above includes cost of equipment and materials provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way, and other items which are chargeable to the capital accounts.
4. Special service arrangement rates are subject to review and revision conditioned upon changing costs.
5. If and when a special service arrangement becomes a tariff offering, the tariff rate or rates will apply from the date the tariff is approved.
6. The following rate treatments may be used in connection with charges for special service arrangements.
  - a. Monthly rental and termination agreement, (See Termination Agreement Section 1, Exhibit B), with or without an installation charge.
  - b. Installation charge only.

**V. OTHER REGULATIONS**

Line extensions and special service arrangements are further subject to the regulations specified in the Tariffs of the Cooperative, as they now exist, and any revisions, additions or supplements thereto by superseding issues are hereby made a part of this Tariff.

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## SERVICE CHARGES

### I. DESCRIPTION OF SERVICE CHARGES

#### A. General

1. Service Charges are in addition to all other rates and charges that may be applicable for service and equipment provided by the Cooperative. Other rates and charges include, but are not limited to, installation and nonrecurring charges.
2. The charges specified in this Section contemplate work being performed by the Cooperative employees involved at a time when overtime wages do not apply.
3. If the customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or days, or on holidays, or interrupts work once begun, an additional charge based on the additional costs involved applies.

#### B. Service Charges Functions

The following functions are required to establish, add to, move or change telephone service for a business or residence class of service customer:

1. Service Ordering Charge  
A charge for work performed by the Cooperative in connection with receiving, recording and processing customer requests for service ordered to be performed or provided at the same time, on the same account and on the same premises, or same continuous property. One Service Ordering Charge is applicable per customer request, per due date, per premises. However, when multiple service orders are required for Cooperative reasons, only one Service Ordering Charge applies.
2. Premises Visit Charge  
The charge that applies for each visit to a customer's premises to perform Service Order work requested by the customer. The charge does not apply when the only Service Order work performed is disconnect work at the customer's request. When it is necessary to travel to the customer's premises, one Premises Visit Charge is applicable per customer request, per due date, per premise. When more than one trip to the customer's premises is necessary for Cooperative reasons, only one Premises Visit Charge applies.



**SERVICE CHARGES**

**I. DESCRIPTION OF SERVICE CHARGES (Continued)**

**B. Service Charges Functions (Continued)**

The following functions are required to establish, add to, move or change telephone service for a business or residence class of service customer: (Continued)

3. Line Connection or Rearrangement Charge  
The charge for performing all or part of the operations associated with the connection of the line extending from the serving central office to the customer's premises. It includes, but is not limited to establishing or changing central office connections, cable cross connections, line and station transfers and connecting to a terminal or building terminal or moving the drop wire or protector block.
4. Restoration Charge  
A charge for restoration of service following a suspension of service.
5. Termination Charge  
A charge for a customer's request for discontinuance of an item of service or equipment prior to the expiration of the initial service period designated for such item.
6. Maintenance of Service Charge  
A charge for travel to the customer's location for maintenance or repair where no trouble was found in the Company's network.
7. Returned Check Charge  
A charge for each time a payment is returned and not honored by the bank on which it is issued.

**SERVICE CHARGES**

**II. APPLICATION OF CHARGES**

TM

A. General

1. Service charges are applicable services furnished to the customer as indicated throughout this tariff except as hereinafter provided.
2. Where the service desired requires more than one of the multi-element charges described in this tariff, the total charge is the sum of the separate charges for each function required except as hereinafter provided. Line connection work requested at the same time for service on one premises will be covered by one service order charge and one premises visit charge.
3. Service charges may be required to be paid at the time of application for service.
4. Service charges are not applicable for:
  - a. Normal maintenance and repair of the Cooperative's equipment and service.
  - b. Change or correction in name or billing address when there is not a change in responsibility.
5. No service charges other than termination charges apply for the disconnection, discontinuance, or removal of equipment or service. Termination charges apply only as specified in Section 3 of this tariff.
6. Charges specified in this Section apply only to services specifically identified in this tariff.
8. Changes in the locations of existing stations or terminations to points outside the customer's premises are considered new installations at the new location.

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**SERVICE CHARGES**

**II. APPLICATION OF CHARGES**

A. General (Continued)

8. The nonrecurring charge applicable for the establishment of foreign exchange service is the total of those nonrecurring charges applicable within the local and the foreign exchanges.
9. In no case shall the combination of charges applicable for service exceed the charges applicable for a new installation of that service.

B. Service Order Charges

1. A service order charge will be applicable in addition to the appropriate premises visit, line connection work, and/or installation charge(s).
2. The primary service order charge is applicable:
  - a. For requests to establish an account for initial connection of service. An account is each service for which a separate monthly bill is rendered;
  - b. For connection of additional local exchange lines, private lines, off-premises extension lines, or tie lines to an established service;
  - c. For change and transfer of service involving change in name and responsibility whether or not there is a lapse in service and to change residence to business service.
  - d. For restoration of service disconnected for nonpayment.
3. The secondary service order charge is applicable:
  - a. For subsequent requests for service, number change, restoration of service at customer's request and change from business to residence service;
  - b. For service ordered during a pending service order, which service cannot be included on the pending service order prior to completion to the pending service order;

**SERVICE CHARGES**

**II. APPLICATION OF CHARGES (Continued)**

TM

**B. Service Order Charges (Continued)**

3. The secondary service order charge is applicable: (Continued)
  - c. For additions, moves and changes of lines in different buildings on the same continuous property.
  - d. On initial requests, additions, or changes to custom calling service, toll restriction service, direct connect service, distinctive ringing service, special calling features and caller ID service.
4. The primary service order charge and the secondary service order charge cannot be applied on the same order. When an order requires work for which both the primary and secondary service order charges would otherwise be applied, only the primary service order charge applies.

**C. Premises Visit Charge**

The premises visit charge is applicable if a premise visit is required to complete any requested work on the customer's premises with the following exceptions. The premises visit charge does not apply for:

1. Complete disconnection of service,
2. A change of facilities initiated by the Cooperative to resolve Company facility problems affecting service.

**D. Line Connection or Rearrangement Charge**

1. The line connection charge is applicable for work in the central office and for work done in providing or rearranging the drop wire or outdoor circuit on the customer's premises required in:
  - a. Connection or rearrangement of local exchange lines, local private lines, off-premises extension lines, and tie lines,
  - b. Restoration of service from vacation service.
  - c. Transfer of lines from one building to another building.
  - d. A move of a customer's portable structure containing telephone service.

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**SERVICE CHARGES**

**II. APPLICATION OF CHARGES (Continued)**

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**D. Line Connection or Rearrangement Charge (Continued)**

1. The line connection charge is applicable for work in the central office and for work done in providing or rearranging the drop wire or outdoor circuit on the customer's premises required in: (Continued)
  - e. Transfer of lines from one premises to another in the same building, e.g. one apartment to another apartment, one office or suite of offices to another office or suite of offices.
  - f. A move when the service at the new location is established prior to disconnection at the old location, or discontinued at the old location prior to establishment at the new location.
  - g. Connecting each line between the appropriate general distribution cable terminals serving different premises in the same building or serving different buildings on the customer's same continuous property.
2. One line connection charge applies for each line connected or restored and for each telephone number changed.
3. When two or more segments of a local private line, tie line or off-premises extension line are bridged in the central office, only one line connection charge will apply for each line.
4. The line connection charge does not apply:
  - a. For transfer of service when there is no lapse in service,
  - b. When service and facilities are assumed prior to discontinuance and without lapse in service,
  - c. In the case of change in responsibility for payment for service, no Line Connection Charges are applicable.

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**SERVICE CHARGES**

**II. APPLICATION OF CHARGES (continued)**

TM

D. Line Connection or Rearrangement Charge (Continued)

5. A Line Rearrangement Charge is applicable for:

- a. Each change in telephone number, made at the customer's request, including change in number to provide trunk hunting. No charge is applicable for a number change initiated by the Cooperative.
- b. Changing a pay telephone access line to a business line or a business line to a pay telephone access line.
- c. Rearrangements of each single span of aerial service drop wire or equivalent underground entrance facilities.

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**SERVICE CHARGES**

**III. SCHEDULE OF CHARGES**

TM

- A. Service Order Charges (Residence & Business)
  - 1. Primary \$7.25
  - 2. Secondary \$4.25
- B. Premises Visit Charge \$22.75
- C. Line Connection or Rearrangement Charge (each C.O. Access Line) \$9.00
- D. Termination Charge
  - 1. The termination charge is determined by multiplying the monthly termination amount by the number of months remaining in the service contract.
  - 2. When a customer discontinues one or more units of a group of the same item, the equipment installed last shall be considered as the equipment first discontinued.
  - 3. When a customer cancels an order for service, which is subject to a termination charge, prior to the establishment of that service, a charge applies equal to the costs incurred by the Cooperative in engineering, ordering, providing the equipment and disposing of it, less credits obtained through disposal. In no event will the customer be liable for charges that exceed the termination charges associated with the cancelled service.

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**SERVICE CHARGES**

**III. SCHEDULE OF CHARGES (Continued)**

TM

**E. Restoration Charge**

1. In the event service is temporarily suspended for nonpayment of charges, such service will be reconnected upon payment of charges due, or at the discretion of the Cooperative a substantial portion thereof, and in addition, a restoration charge of:

Service Restoration Charge  
(Nonpayment of Charges)

- a. Service Order Charge, Primary
- b. Line Connection Charge

2. For customers whose service has been suspended and who subscribe to Prepaid Local Telephone Service, the Cooperative will defer the customer's service restoral charges until the customer returns to basic local service.

3. When, at the request of a customer, service is temporarily suspended a service charge as shown will apply for the subsequent restoration of that service:

Service Restoration Charge  
(Customer's Request)

- a. Service Order Charge, Secondary
- b. Line Connection Charge

**F. Maintenance of Service Charge**

When a customer calls requesting a Technician be dispatched to the Customer's location to repair service and the Technician does not find any problems with the Company's network or facilities, a charge for travel to the customer's location for maintenance or repair where no trouble was found in the Company's network will be assessed as a Premises Visit Charge.

**G. Returned Check Charge**

A charge of \$25.00 will be made for each check returned or moneys not honored by a bank or depository.

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## **CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

### **I. GENERAL PROVISIONS**

Terminal equipment, inside wiring and communications systems may be connected at the customer's premises to telecommunications services furnished by the Telephone Cooperative in accordance with the provisions of this section. Telecommunications services include local exchange service, Long Distance Message Telecommunications Service (LDMTS), Wide Area Telecommunications Service (WATS), and Access Service.

#### **A. Responsibility of the Customer**

1. The customer shall be responsible for the installation, operation and maintenance of any terminal equipment, inside wiring, or communications systems. No combinations of terminal equipment or communications systems shall require change in or alteration of the Telephone Cooperative's equipment or services, cause electrical hazards to Cooperative personnel, damage to Cooperative equipment, malfunction of Cooperative billing equipment, or degradation of service to persons other than the user of the subject terminal equipment or communications system, his calling or called party. Upon notice from the Telephone Cooperative that terminal equipment or communications systems are causing such hazard, damage, malfunction or degradation of service, the customer shall make such changes as shall be necessary to correct the problem.
2. Service Charges
  - (a) If a Telephone Cooperative employee makes a repair visit to the customer's premises where the service difficulty results from the use of terminal equipment, inside wiring or a communications system, the customer shall be responsible for payment of Service Maintenance Charge as shown in Section 2 of this tariff.

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## CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

### I. GENERAL PROVISIONS (Continued)

#### B. Responsibility of the Telephone Cooperative

1. The Telephone Cooperative shall not be responsible for the installation, operation or maintenance of any terminal equipment, inside wiring or communications system. Telecommunications services are not represented as adapted to the use of terminal equipment or communications systems. Where terminal equipment or communications systems are used with telecommunications services, the responsibility of the Telephone Cooperative shall be limited to the furnishing of service components suitable for telecommunications services and to the design, maintenance and operation of service components in a manner proper for such services. Subject to this responsibility, the Telephone Cooperative shall not be responsible for (1) the through transmission of signals generated by the terminal equipment or communications systems or for the quality of, or defects in, such transmission, or (2) the reception of signals by terminal equipment or communications systems, or (3) address signaling where such signaling is performed by signaling equipment.
2. The Telephone Cooperative will, at the customer's request, provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line, needed to permit terminal equipment to operate in a manner compatible with telecommunications services.
3. The Telephone Cooperative may make changes in its telecommunications services, equipment, operations or procedures, where such action is not inconsistent with part 68 of the FCC Rules. If such changes can be reasonably expected to render any customer's premises equipment incompatible with telecommunications services, require modification or alteration of such premises equipment, or otherwise materially affect its use or performance, the customer will be given adequate notice, in writing, to allow the customer an opportunity to maintain uninterrupted service.

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**I. GENERAL PROVISIONS (Continued)**

**C. Liability of the Telephone Cooperative**

1. The Telephone Cooperative will not be responsible for any loss or damage, nor for any impairment or failure of service, arising from or in connection with the use of customer-provided premises equipment and not caused solely by the negligence of the Cooperative.
2. The Telephone Cooperative will not be liable for damages arising out of injuries to persons or property from voltages or currents transmitted over the facilities of the Cooperative caused by customer-provided premises equipment.

**D. Recording of Two-Way Telephone Conversations**

Telecommunications services are not represented as adapted to the recording of two-way telephone conversations. However, voice recording equipment may be directly, acoustically or inductively connected with telecommunications services under the following conditions:

1. All parties being recorded or monitored must hear a beep tone at regular intervals, or
2. All parties to the conversation must give their prior consent to the recording of the conversation. The prior consent must be obtained in writing, or be part of and obtained at the start of the call by the recording party. The voice recording equipment shall be so arranged that it can be connected and disconnected from telecommunications services or switched on and off by the user. Exceptions to these provisions do exist under certain restrictions for commercial broadcast licensees, emergency reporting systems and law enforcement authorities.

## CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT

### I. GENERAL PROVISIONS (Continued)

#### E. Violation of Regulations

When any premises equipment is used with telecommunications services in violation of any of the provisions in this section, the Telephone Cooperative will take such immediate action as necessary for the protection of the telecommunications network and its employees and will promptly notify the customer of the violation. The customer shall discontinue such use of the premises equipment or correct the violation and shall confirm in writing to the Telephone Cooperative within ten (10) days, following the receipt of written notice from the Telephone Cooperative, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use, to correct the violation or to give the required written confirmation to the Telephone Cooperative within the allotted time shall result in suspension of the customer's service until such time as the customer complies with this provision of the tariff.

### II. CONNECTIONS OF REGISTERED EQUIPMENT

#### A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems

Registered terminal equipment, protective circuitry, and communications systems may be directly connected at the customer's premises to the telecommunications network, subject to Part 68 of the FCC Rules, Part I of this tariff section preceding and the following:

1. All combinations of registered equipment and associated nonregistered terminal equipment (including but not limited to wiring) shall be installed, operated and maintained so that the requirements of Part 68 of the FCC Rules are continually satisfied.

The Telephone Cooperative may discontinue service or impose other remedies as provided for in Part 68 for failure to comply with these provisions.

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**II. CONNECTIONS OF REGISTERED EQUIPMENT (Continued)**

A. Registered Terminal Equipment, Registered Protective Circuitry and Registered Communications Systems (Continued)

2. The customer shall not connect registered equipment to a Telephone Cooperative line if:
  - (a) the Ringer Equivalence of such equipment in combination with the total Ringer Equivalence of other equipment connected to the same line exceeds the allowable ringer equivalence as determined by the Telephone Cooperative, or
  - (b) the ringer type is not a ringer type designated by the Telephone Cooperative, as suitable for that particular line.
3. Unless the FCC grants a specific waiver or the equipment is located in hazardous or inaccessible locations (the exception described in Part II Paragraph A. 4. following), all connections of registered equipment to Telephone Cooperative-provided services shall be made through FCC registered standard jacks. However, in the case of registered communications systems, standard jacks may be wired in a nonstandard manner if wired in such a manner as to prevent hazard, damage, malfunction or degradation of service.
4. The required use of standard jacks is waived for registered equipment which is located in hazardous or inaccessible locations.

B. Premises Wiring Associated With Registered Communications Systems

Premises Wiring is wiring which connects separately- housed equipment entities or system components to one another, or wiring which connects an equipment entity or system component with the Telephone Cooperative point of interconnection located at the customer's premises and not within an equipment housing.

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**II. CONNECTIONS OF REGISTERED EQUIPMENT (Continued)**

**B. Premises Wiring Associated With Registered Communications Systems (Continued)**

1. Fully-protected premises wiring is premises wiring which is either:
  - (a) no greater than 25 feet in length (measured linearly between the points where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.
  - (b) a cord which complies with (a) preceding and which is extended once by a registered extension cord. Extension cords may not be used as substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.
  - (c) wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68 of the FCC Rules.
  - (d) electrically behind registered equipment, system components or protective circuitry which assure that electrical contact between the wiring and commercial power wiring or earth ground will not result in hazardous voltages or excessive longitudinal imbalance at the telephone network interface.
2. Protected premises wiring requiring acceptance testing for imbalance is premises wiring which is electrically behind registered equipment, system components or circuitry which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages to the Telephone Cooperative's facilities.

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**II. CONNECTIONS OF REGISTERED EQUIPMENT (Continued)**

**B. Premises Wiring Associated With Registered Communications Systems (Continued)**

3. Unprotected premises wiring is all other premises wiring. Customers who intend to connect premises wiring other than fully-protected premises wiring to the telephone network shall give advance notice to the Telephone Cooperative and comply with the procedures specified in Part 68 of the FCC Rules, or as otherwise authorized by the Federal Communications Commission.
4. The Telephone Cooperative may invoke extraordinary procedures as specified in Part 68 of the FCC Rules where one or more of the following conditions are present:
  - (a) information provided in the installation supervisor's affidavit gives reason to believe that a violation of Part 68 is likely.
  - (b) a failure has occurred during acceptance testing for imbalance.
  - (c) harm has occurred, and there is reason to believe that this harm was a result of wiring operations performed under Part 68.
5. In addition, the Telephone Cooperative may monitor or participate in acceptance testing for imbalance, or may inspect other than fully-protected premises wiring installations as set forth in Part 68 of the FCC Rules.

**C. Connections Involving National Defense and Security**

In certain cases, Part 68 of the FCC Rules permits the connection of unregistered terminal equipment or communications systems to the telecommunications network, provided that the Secretary of Defense, the head of any other governmental department (having requisite FCC approval), or their authorized representative certifies in writing to the Telephone Cooperative that:



**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**II. CONNECTIONS OF REGISTERED EQUIPMENT (Continued)**

C. Connections Involving National Defense and Security (Continued)

1. the connection is required in the interest of national defense and security;
2. the equipment to be connected either complies with the technical requirements of Part 68 or will not cause harm to the telecommunications network or Telephone Cooperative employees; and
3. the work is supervised by an installation supervisor who meets the qualifications stated in Part 68.

**III. CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND GRANDFATHERED COMMUNICATIONS SYSTEMS**

A. Direct Connections

Grandfathered terminal equipment and communications systems, including protective circuitry, may remain directly connected and be moved and reconnected to the telecommunications network for the life of the equipment without registration and may be modified only in accordance with Part 68 of the FCC Rules, subject to the following conditions:

1. The customer shall notify the Telephone Cooperative when such grandfathered terminal equipment or communications systems are to be connected and shall notify the Telephone Cooperative when such grandfathered terminal equipment or communications systems are to be permanently disconnected. Such notification shall include a description of the equipment including the manufacturer's name, model number, and type of equipment.
2. All such connections are made through FCC registered standard jacks.

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**III. CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND  
GRANDFATHERED COMMUNICATIONS SYSTEMS (Continued)**

**A. Direct Connections (Continued)**

3. All such connections shall comply with the minimum protection criteria set forth in Part 68.
4. Premises wiring shall conform to Part 68 of the FCC Rules.
5. No changes may be made to equipment so connected except by the manufacturer thereof, or a duly authorized agent of the manufacturer.
6. Additions to grandfathered communications systems may be made without registration of any additional equipment involved if:
  - (a) equipment to be added is being reconnected, i.e., was previously directly connected prior to January 1, 1980, in accordance with Telephone Cooperative tariffs, and
  - (b) such additions comply with the provisions of Part III Paragraph A. 1. through 5. preceding.
7. Additions of registered equipment to grandfathered communications systems are subject to the provisions of Part II preceding.

**B. Connections Through Grandfathered Connecting Arrangements**

1. Grandfathered connections of terminal equipment and communications systems (as defined in Section 8 of the tariff) may remain connected and may be moved and reconnected for the life of the equipment and may be modified only in accordance with Part 68 of the FCC Rules.

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**II. CONNECTIONS OF REGISTERED EQUIPMENT (Continued)**

**B. Connections Through Grandfathered Connecting Arrangements (Continued)**

2. All terminal equipment and communications systems must comply with the following minimum protection criteria:

(a) To prevent excessive noise and crosstalk in the network, it is necessary that the power of the signal at the central office not exceed 12db below one milliwatt when averaged over any three second interval. To insure that this limit is not exceeded, the power of the signal which may be applied by the equipment to the Telephone Cooperative point of interconnection located on the customer's premises will be specified for each customer location, but in no case shall it exceed one milliwatt.

(b) To protect other services, it is necessary that the signal which is applied by the equipment to the Telephone Cooperative point of interconnection located on the customer's premises comply with the limits specified in Part 68 of the FCC Rules.

**C. Modifications To Systems and Installations Involving Unregistered Equipment Are Covered As Follows:**

The use of other than fully-protected premises wiring is considered a modification under Part 68 of the FCC Rules. As an exception to the general requirement that no modification is permitted to unregistered equipment whose use is permitted under Part 68, certain modifications are authorized by Part 68. Other than fully-protected premises wiring may be used if it is qualified in accordance with the procedures and requirements specified in Part 68.

**CONNECTIONS OF CUSTOMER-PROVIDED PREMISES EQUIPMENT**

**III. CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND  
GRANDFATHERED COMMUNICATIONS SYSTEMS (Continued)**

C. Modifications To Systems and Installations Involving Unregistered Equipment  
Are Covered As Follows: (Continued)

Existing separate, identifiable and discrete protective apparatus may be removed, or replaced with apparatus of lesser protective function, provided that any premises wiring to which the telephone network is thereby exposed conforms to FCC requirements. Minor modifications to existing unregistered equipment are authorized to facilitate installation of premises wiring, so long as they are performed under the responsible supervision and control of a person who complies with the FCC requirements.

**IV. CONNECTIONS OF EQUIPMENT NOT SUBJECT TO PART 68 OF THE FCC  
RULES**

Terminal equipment and communications systems not registered nor grandfathered in accordance with Part 68 of the FCC Rules and Regulations may be connected to the network pursuant to the tariff provisions in effect prior to October 17, 1977, requiring the use of a network control signaling unit and connecting arrangement, or customer-provided protective circuitry registered in accordance with Part 68 of the FCC Rules and Regulations.

- A. Terminal equipment may be connected at the customer's premises to Semi-public Service of the Telephone Cooperative in accordance with the provisions for connecting additional instruments as provided for in this tariff.
- B. The terminal equipment and communications systems must comply with the minimum protection criteria set forth in Part 68 of the FCC Rules.

**GENERAL RULES AND REGULATIONS**

**CONTENTS**

	<u>Page</u>
<b>IX. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES</b>	<b>19</b>
A. Ownership and Use of Equipment	19
B. Telephone Numbers	20
C. Alterations	20
D. Maintenance and Repairs	21
E. Unauthorized Attachments or Connections	21
F. Use of Member Telephone Service	21
G. Indemnification	25
<b>X. PAYMENT OF CHARGES FOR SERVICES AND FACILITIES</b>	<b>26</b>
A. Billing and Payment for Service	26
B. Adjustment of Charges	27
C. Adjustment of Charges for Service Interruptions	28
<b>XI. SUSPENSION AND TERMINATION OF MEMBER SERVICE</b>	<b>28</b>
A. Suspension of Service by the Cooperative	29
B. Reasons for Which Service May Not be Disconnected	31
C. Suspension of Service by Member's Request	32
D. Provisions for Restoration of Service Charge	33
E. Termination of Service	33
F. Cooperative-Initiated Toll Blocking	34
<b>XII. SPECIAL CHARGES, FEES, AND TAXES</b>	<b>34</b>
A. Municipal Franchise Fees	34
B. Texas Universal Service Fund Surcharge	35

## GENERAL RULES AND REGULATIONS

### I. APPLICATION OF TARIFF

The rules and regulations contained in this section apply to the service and facilities provided by Valley Telephone Cooperative, Inc., in the State of Texas. These rules and regulations are in addition to those contained in the Switched and Special Access Service Tariff, Long Distance Message Telecommunications Service Tariff, the Wide Area Telecommunications Tariff, and the Private Line Services and Channels Tariff. When service and facilities are provided in part by the Cooperative and in part by other connecting companies, the regulations of the Cooperative apply to the portion of the service or facilities furnished by the Cooperative. Failure on the part of the customer to observe these rules and regulations after due notice of such failure, automatically gives the Cooperative the right to suspend or disconnect service to that customer.

The regulations covering the connection of equipment, accessories or facilities provided and maintained by the customer are contained in other sections of this Tariff.

- A. In the event of a conflict between any rate, rule, regulation or provision contained in this Tariff and any rate, rule, regulation or provision contained in the tariffs of Companies' in which the Cooperative concurs, the rate, rule, regulation or provision contained in this Tariff shall prevail.
- B. This Tariff cancels and supersedes all other tariffs of the Cooperative issued and effective prior to the effective date shown on the individual pages of this Tariff.
- C. Should there be any conflict between this Tariff and the Rules and Regulations of the Public Utility Commission of Texas (the Commission), the Commission's rules shall apply unless otherwise established by the courts.

Additional rules and regulations affecting customers may be found in the Substantive Rules of the Commission, Chapter 26, Subchapter B titled "Customer Service and Protection." The Substantive Rules may be viewed on the Commission's website at <http://www.puc.state.tx.us>. Alternatively, the Cooperative shall provide a paper copy of the Commission's Substantive Rules to a customer, upon request, at a reasonable price.

## II. AVAILABILITY OF FACILITIES

A. The charges specified in this Tariff do not contemplate work being performed by the Cooperative at a time when overtime wages apply, due to the request of the member, nor do they contemplate work once begun being interrupted by the member. If the member requests that overtime labor be performed or interrupts work once begun, an additional charge, based on the additional costs involved applies.

B. It shall be the intent of the Cooperative to provide one party telephone service, except in instances where facilities are not available. Where facilities are not available, party line service may be offered on a temporary basis until facilities become available. In no instance should the offering of one party telephone service hinder the operations of the Cooperative or require the use of General Funds in such a way that it would, in management's opinion, adversely affect the financial or operational condition of the Cooperative.

**GENERAL RULES AND REGULATIONS**

**III. OBLIGATION AND LIABILITY OF COOPERATIVE**

**A. Responsibility of the Cooperative**

The responsibility of the Cooperative is limited to furnishing and maintaining the facilities required to provide the telecommunications service needs of its members. In view of the possibility of errors and difficulties in the transmission of messages by telephone and the impossibility of fixing the causes thereof, the members assume all risks connected with the service as the Cooperative cannot guarantee the uninterrupted working of its facilities

**B. Service Interruptions**

The Cooperative shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, the Cooperative shall reestablish service within the shortest possible time. The Cooperative shall make reasonable provisions to meet emergencies and in the event of national emergency or local disaster resulting in disruption of normal service the Cooperative may, in the public interest, interrupt service to other members to provide necessary service to Civil Defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

**C. Undertaking of the Cooperative**

The Cooperative does not undertake to relay, interpret, or transmit messages, but offers the use of its facilities, where available, for telecommunications between parties subject to the terms and conditions specified in these tariffs.

**D. Use of Connecting Company Lines**

When suitable arrangements, as determined by the Cooperative, can be made, facilities of other companies may be used in conjunction with the Cooperative's facilities in establishing connections to points not reached by the Cooperative's facilities. In establishing connections with facilities of other companies, the Cooperative is not responsible or liable for any action of the Connecting Company.

**E. Defacement of Premises**

The Cooperative shall exercise due care in all work done on member's premises. No liability shall attach to the Cooperative by reason of any defacement or damage to the member's premises resulting from the existence of the Cooperative's instruments, apparatus and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole negligence of the Cooperative or its employees.



**GENERAL RULES AND REGULATIONS**

**IV. CLASSIFICATIONS OF SERVICE**

Business and residence rates are applied in accordance with the character of use made of the service and facilities as indicated in this Tariff. This consideration is, in all cases, the basis upon which the rates for any particular service are classified, and any indices of such character of use should be applied with this primary definition in mind.

These classifications refer specifically to member services as distinguished from services that are either jointly provisioned to an end use customer or purchased for the purpose of providing service to an end use customer by a Telecommunications Provider, as that term is defined in TEX. UTIL. CODE ANN. § 51.002 or its successor, or by a provider of information services or enhanced services. Examples of such providers include Interexchange Carriers, Telecommunications Resellers, Pay Telephone Service Providers and Internet Service Providers, among others. Such services shall not be classified as business or residential, and therefore shall not be deemed member services.

The Cooperative reserves the right to classify any local service furnished a member as business or residence service, in compliance with this Tariff, as deemed necessary.

**A. Business Classification**

Business rates apply whenever the use of the service is substantially of an occupational nature, including professional and institutional use as well as strictly commercial use. The readiest index of such use is the character of the location at which the service is furnished and in general, the use that may be assumed to be of an occupational or business nature.

Business rates apply at the following locations:

1. Offices, stores, factories, resorts, mines, and all other places of a strictly commercial, professional or business nature.
2. Residential locations when the member has no regular business telephone and the use of service either by himself, members of his household, or his guests, or parties calling him can be considered as more of a business than a residential nature, which fact might be indicated by advertising either by business cards, newspapers, handbills, billboards, circulars, motion pictures, screens, or other advertising matter, such as on vehicles, or when such business use is not such as commonly arises and passes over to residence telephone during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.

**GENERAL RULES AND REGULATIONS**

**IV. CLASSIFICATIONS OF SERVICE (Continued)**

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A. Business Classification (Continued)

3. Locations in offices of federal, state, or other governments, libraries, institutions or agencies.
4. Residential locations (or residential premises at hotels, apartments, etc.) where an office is maintained within the premises or where an office, shop, or other place of business is adjacent to the residential premises with a connecting door or other opening between the two, or where the residence serves as a headquarters for a commercial, institutional, or professional pursuit.
5. When the telephone number is regularly advertised in connection with a business, business rates apply, except that where a business telephone number is advertised with a telephone number in a residence given as an alternate call number, other indices of the substantial character of use at the residence should be used.
6. Any important index of the character of use of the service is usually found in the application of the member as to the form of the directory listing desired. In most all cases where commercial or professional designations are desired, the use may be presumed to be of an occupational or business nature.

B. Residence Classification

Residence rates apply whenever the use of the service is of a social and domestic nature and provided that the service is not used substantially for occupational or business purposes.

Residential Rates apply at the following locations:

1. Where the primary use of the service is of a domestic nature and where the business use, if any, is merely incidental and business listings are not provided.
2. In the place of residence of a clergyman or nurse and in the place of residence of a physician, surgeon or other medical practitioner, dentist or veterinarian, provided the member does not maintain an office in the residence.

**GENERAL RULES AND REGULATIONS**

**IV. CLASSIFICATIONS OF SERVICE (Continued)**

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**B. Residence Classification (Continued)**

3. In churches where the telephone is not accessible for public patronage, as in pastor's studies.
4. In quarters occupied by lodges, clubs and civic organizations where there is only an occasional use for the service, where the principal use is not for administrative purposes and the telephone is not available for use by the general public.
5. In Volunteer Fire Department meeting rooms or living quarters of Municipal Fire Departments where the telephone number is not published, and the telephone is not available for use by the general public.
6. Residential rates are applicable to all charitable organizations properly chartered by the State of Texas provided the service is listed in the name of such organization and is installed in a location other than a General Assembly area, President's office or other such location. Business rates will be applicable to telephone service installed in the General Assembly area, President's office or other such location. The applicant is responsible for furnishing proof of its charitable classification by the State of Texas.
7. Use of designations such as ranch, farm, lakehouse, or other similar designations in a member's listing may not clearly indicate occupational or business use of the service. If, after proper investigation, it is determined the service is not to be used substantially for business purposes, residence rates apply. Listings such as C-Bar-C Ranch where the member is engaged in the buying and selling of cattle and consistently uses the assigned telephone number in any form of advertising, the use is considered of a business or occupational nature and business rates shall apply.

**GENERAL RULES AND REGULATIONS**

**V. MEMBER RELATIONS**

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**A. Information to Members**

The Cooperative will maintain a current set of maps showing the physical locations of its facilities. All facilities shall be labeled to indicate the size, nominal capacity, or any pertinent information which will accurately describe the Cooperative's facilities. The maps, or such other maps as may be required by the Commission, shall be kept by the Cooperative, in the office of the Cooperative, and will be available for public or Commission inspection during normal working hours.

The business office shall have available up-to-date maps, plans or records of its immediate area, with such other information as may be necessary to enable the Cooperative to advise applicants, and others entitled to the information as to the facilities available for serving the locality.

1. Upon request of an applicant for residential service, the applicant shall be informed of the Cooperative's lowest-priced service alternatives available at the applicant's location giving full consideration to equipment options and installation charges, if any, incident thereto.
2. At the time service is initiated, the Cooperative will provide all new residential members a pamphlet, information packet or directory containing information describing customers rights to inspect and obtain copies of the tariff, the time allowed to pay outstanding bills, grounds for termination of service, steps the Cooperative must take to terminate service, how the member can resolve billing disputes with the Cooperative, alternative payment plans offered by the Cooperative, how to reconnect service, how to request a supervisory review with the Cooperative, or register a complaint with the Public Utility Commission, office hours address(es) and telephone number(s) of Cooperative payment office(s), information concerning deposit requirements, non-discrimination statement, and notice of any services for customers with special needs including but not limited to the telephone number of the teletypewriter for the deaf at the Public utility Commission.
3. The Cooperative will include a printed statement on each member's bill, or a bill insert, at six month intervals, advising members that the information concerning customer rights is included in directories.
4. The Cooperative will encourage members with physical disabilities to identify themselves to the Cooperative. Where necessary and appropriate, the Cooperative will take special action to inform these persons of their rights.

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**GENERAL RULES AND REGULATIONS**

**V. MEMBERS RELATIONS (Continued)**

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**A. Information to Members (Continued)**

5. The Cooperative shall notify members affected by a change in rates or schedule of classification.
6. Notices are posted in each business office of the Cooperative where applications for service are received, informing the public that copies of the rate schedules and rules relating to the service of the Cooperative, as filed with the Commission, are available for inspection.
7. The Cooperative will furnish such additional information on rates and services as the member may reasonably request.
8. The information contained in this Member Services Tariff is a matter of public record and the Cooperative shall make available to the public at each of its business offices, all of its tariffs currently on file with the Commission. The Cooperative shall lend assistance to seekers of information therefrom and afford inquirers an opportunity to examine any of such tariffs upon request. The Cooperative shall provide copies of any portion of the tariffs at a reasonable cost to reproduce such tariff for a requesting party.

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**B. Member Complaints**

1. Upon complaint to the Cooperative by a member either at its office, by letter or by telephone, the Cooperative shall promptly make a suitable investigation and advise the complainant of the results thereof within 21 days. In the event the complainant is dissatisfied with the Cooperative's report, the Cooperative will advise the complainant of the Public Utility Commission complaint processes, and give the member the address and telephone number of the Public Information Division of the Commission.
2. Upon receipt of a complaint, either by letter or by telephone, from the Commission on behalf of the member, the Cooperative shall make a suitable investigation and advise the Commission in writing of the results thereof within twenty-one (21) days after the complaint is forwarded to the Commission. The Commission encourages all member complaints to be made in writing to assist the Commission in maintaining records on the quality of service of the Cooperative.
3. The Cooperative shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof for a period of two years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges which require no further action by the Cooperative will not be recorded.

**GENERAL RULES AND REGULATIONS**

**VI. APPLICATION FOR MEMBERSHIP AND SERVICE**

**A. Application and Requirements for Membership in the Cooperative.**

Any person, firm, association, corporation or body politic or subdivision thereof may become a member of the Valley Telephone Cooperative, Inc. by:

1. Making a written application for membership.
2. Agreeing to purchase a residential or business telephone service as specified in this Tariff from the Cooperative.
3. Agreeing to comply with and be bound by the Articles of Incorporation and By-Laws of the Cooperative and any rules and regulations adopted by the Board of Directors of the Cooperative.

Provided, however, that no person, firm, association, corporation, or body politic, or subdivision thereof shall become a member unless and until all qualifications or membership have been met and the applicant has been accepted for membership by the Board or the membership. No member may hold more than one membership in the Cooperative, and no membership shall be transferable, except as provided by the By-Laws of this Cooperative.

**B. Applications for Contracts and Service**

1. Application for service may be made orally or in writing. Acceptance of such application by authorized agents or employees of the Cooperative, or the establishing of the service covered by such application shall constitute a contract between the member and the Cooperative. Requests by the member for additional service or facilities in connection with the original contract may be made verbally, however, the Cooperative may, at its own discretion require a new contract. The Cooperative reserves the right to require application for service to be in writing on forms provided by it. (See Application Form, Exhibit A, Section 1). The Cooperative does not discriminate on the basis of race, nationality, color, religion, sex or marital status.
2. Applicants may be required to pay a membership fee and, if required, a deposit as necessary for establishment of credit in advance at the time application is made.
3. All charges for the first billing period for exchange service and equipment, service connection and installation charges and special charges, if applicable, may also be required to be paid in advance.

**GENERAL RULES AND REGULATIONS**

**VI. APPLICATION FOR MEMBERSHIP AND SERVICE (Continued)**

**B. Applications and Contracts for Service (Continued)**

4. Except as specified elsewhere in this Tariff, the minimum contract period for service or equipment is one month at the same location from the date service or additions to service are established. The minimum charge is the authorized rate for the service for one month. For purposes of rate administration, each month is considered to have 30 days.
5. The Cooperative may require a contract period longer than one month or a termination agreement for unusual construction necessary to meet special demands involving extra costs. (See Section 1, Termination Agreement Form, Exhibit B.)
6. The terms and conditions specified in all contracts are subject to these General Rules and Regulations, and the Local Exchange Service Tariffs for the particular exchange from which service is to be furnished. Any changes in rates, rules, or regulations as approved by the Public Utility Commission of Texas shall act as a modification of the contract to that extent, without further notice.
7. A move from one geographic location to another (outside move) within the Cooperative's service area is not considered to terminate the contract and orders for such moves may be made orally.

**C. Order of Precedence in Furnishing Telephone Service**

Applications for service in a particular exchange will be completed in accordance with the chronological order of their receipt depending upon the availability of facilities. Where facilities are limited, the following order of precedence shall apply.

1. Cases of emergency involving the public welfare such as Civil Defense, fire, police, ambulance service, etc.
2. Application for new business service shall be given priority over applications for residence service.
3. All others.

**D. Unusual Installation Costs**

Where special conditions or special requirements of the member involves unusual construction or installation costs, the member may be required to pay a reasonable proportion of such costs as provided in Section 6, Charges Applicable Under Special Conditions.

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**GENERAL RULES AND REGULATIONS**

**VII. ESTABLISHMENT AND MAINTENANCE OF CREDIT**

A. Conditions of Credit

The following conditions are applicable to the establishment of credit for permanent residential applicants:

1. The Cooperative may require a residential applicant for service to satisfactorily establish credit.
2. Credit worthiness established by spouses during shared service 12 months prior to divorce shall be applied equally for 12 months following divorce to a spouse or former spouse who shared the service.

B. Applicant Deposit

1. A residential applicant shall not be required to pay a deposit subject to the following rules:
  - a. If the residential applicant has been a customer of any telephone Cooperative for the same kind of service within the last two years and is not delinquent in payment of any such telephone service account and during the last twelve (12) consecutive months of service did not have more than one occasion in which a bill for such telephone service was paid after becoming delinquent and never had service disconnected for non-payment.
  - b. If the residential applicant furnishes in writing a satisfactory guarantee from a third party to secure payments of bills for service required, and provided:
    - (1) The third party guarantor must be a member of the Cooperative and must have been a member of the Cooperative for at least one year, and have established satisfactory credit in which no balance has been carried forward, and has not been disconnected for nonpayment of account.
    - (2) Unless otherwise agreed to by the guarantor, the guarantee shall be for the amount of the deposit the Cooperative would normally seek on the applicant's account. The amount of the guarantee shall be clearly indicated on any documents or letters of guarantee signed by the guarantor.



**GENERAL RULES AND REGULATIONS**

**VII. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)**

**B. Applicant Deposit (Continued)**

1. A residential applicant shall not be required to pay a deposit subject to the following rules: (Continued)
  - c. If the residential applicant demonstrates a satisfactory credit rating by appropriate means, including, but not limited to, the production of generally acceptable credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the Cooperative, or ownership of substantial equity.
  - d. All applicants for permanent residential service who are sixty-five (65) years of age or older will be considered as having established credit if such applicant does not have an outstanding account balance with the Cooperative or another telephone Cooperative for the same service which accrued within the last two years. No cash deposit shall be required of such applicant under these conditions.
  - e. A deposit shall not be required of an eligible Lifeline applicant if the applicant chooses to subscribe to toll restriction.
  - f. A deposit shall not be required for subscription to Prepaid Local Telephone Service.
2. An applicant for business service may be required to make a deposit if the credit of the applicant for service has not been established satisfactorily to the Cooperative.
3. If a permanent residential or business service applicant does not meet the provisions under Part VI. B. 1 & 2, above, a deposit will be required by the Cooperative subject to the following rules:
  - a. Initial Deposit
    - (1) The total of all deposits shall not exceed an amount equivalent to one-sixth (1/6) of the estimated annual billing, except as provided in Section 1 relating to Prepaid Local Telephone Service. The estimated annual billings may include charges that are in the Cooperative's tariffs. For nonresidential applicants and customers, the deposit amount may include long distance charges only where the provider of basic local telephone service bills those charges to the customer.

**GENERAL RULES AND REGULATIONS**

**VII. ESTABLISHMENT AND MAINTENANCE OF CREDIT** (Continued)

B. Applicant Deposit (Continued)

3. If a permanent residential or business service applicant does not meet the provisions under Part VI. B., 1 & 2, above, a deposit will be required by the Cooperative subject to the following rules: (Continued)

a. Initial Deposit (Continued)

- (2) In determining the amount of any deposit permitted by this section, no revenue from non-tariffed products or services may be used.
- (3) Estimated billings to determine the deposit amount shall not include long distance charges for residential applicants and customers.
- (4) The Cooperative may require an initial deposit from residential members if the member has been delinquent in paying a bill for telephone service on more than one occasion during the last twelve consecutive months of service, or if the customer's service was disconnected for nonpayment. The member may furnish a satisfactory written guarantee to secure payment of bills, instead of a cash deposit.

b. Additional Deposit Requirements

- (1) During the first twelve months of service, if actual usage is three times estimated usage (or three times average usage of most recent three bills) and current usage exceeds \$150 and 150% of the security held, a new deposit requirement may be calculated and an additional deposit may be required to be made within ten days after issuance of written notice of termination and requested additional deposit, or in lieu of additional deposit, the member may elect to pay current usage within ten days after issuance of written notice of termination and requested additional deposit.

**GENERAL RULES AND REGULATIONS**

**VII. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)**

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B. Applicant Deposit (Continued)

3. If a permanent residential or business service applicant does not meet the provisions under Part VI., Paragraph B., 1 & 2, above, a deposit will be required by the Cooperative subject to the following rules: (Continued)

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b. Additional Deposit Requirements (Continued)

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- (2) If actual use of a business service customer is at least twice the amount of the estimated billing, or actual use of a residential service member is at least twice the amount of the estimated billings after two billing periods and a suspension notice has been issued on a bill within the previous twelve month period, a new deposit requirement may be calculated and an additional deposit may be required to be made within ten days after issuance of written notice of termination and requested additional deposit. In lieu of additional deposit, the member may elect to pay the current bill by the due date, provided the member has not exercised this option in the previous twelve months. If such additional deposit is not made, the Cooperative may disconnect service under the standard disconnection procedure.
- c. At the time a deposit is required, the Cooperative shall provide applicants or members written information about deposits which describes the circumstances under which a utility may require an initial or additional deposit, how a deposit is calculated, the amount of interest paid on a deposit and how this interest is calculated, and the time frame and requirement for return of the deposit to the customer.
- d. In determining the amount of any deposit required, no revenue from estimated telephone directory advertising shall be used.
- e. The fact that a deposit has been made in no way relieves the applicant or member from complying with the Cooperative's regulations as to advance payments and the prompt payment of bills on presentation; nor constitute a waiver of modification of the regular practices for the discontinuance of service for nonpayment of any sums due the Cooperative for services rendered.

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**GENERAL RULES AND REGULATIONS**

**VII. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)**

**C. Deposit for Temporary or Seasonal Service and Weekend Residences**

The Cooperative may require a deposit sufficient to reasonably protect it against the assumed risk for temporary or seasonal service and weekend residences in a uniform and nondiscriminatory manner.

These deposits shall be returned according to guidelines set out in subsection F.

**D. Record of Deposits**

1. The Cooperative shall keep records to show:
  - a. The name and address of each depositor;
  - b. The amount and date of the deposit; and
  - c. Each transaction concerning the deposit.
2. The Cooperative shall issue a receipt of deposit to each applicant from whom a deposit is received, and shall provide means whereby a depositor may establish claim if the receipt is lost.
3. A record of each unclaimed deposit shall be maintained for at least four years, during which time the Cooperative shall make a reasonable effort to return the deposit.
4. In the event of sale or transfer of the Cooperative, the Cooperative shall file with the Commission a list of the names and addresses of all members served by the Cooperative who have to their credit a deposit, the date such deposit was made, the amount thereof, and the unpaid interest thereon.

**E. Interest on Deposits**

The Cooperative shall pay interest on all deposits required to be made by its customers. The rate of interest to be paid on customer deposits in accordance with Tex. Rev. Civ. Stat. Ann. art. 1440a (Vernon 1989), is established annually on December 1, for the subsequent calendar year by the Commission. If refund of deposit is made within thirty (30) days of receipt of deposit, no interest payment is required. If the Cooperative retains the deposit more than thirty (30) days, a payment of interest shall be made retroactive to the date of the deposit.

1. Payment of the interest to the member shall be annually if requested by the member, or at the time the deposit is returned or credited to the member's account.
2. The deposit shall cease to draw interest on the date it is returned or credited to the member's account.

**GENERAL RULES AND REGULATIONS**

**VII. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)**

**F. Refund of Deposit**

1. If the service is not connected or after disconnection of service, the Cooperative shall promptly and automatically refund the member's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premise to another within the service area of the Cooperative shall not be deemed a disconnection within the meaning of these rules, and no additional deposit may be demanded unless permitted by these rules.
2. When the member has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive business billings without having service disconnected for nonpayment of bill and without having more than two occasions in which a bill was delinquent, and when the member is not delinquent in the payment of the current bills, the Cooperative shall promptly and automatically refund the deposit plus accrued interest to the member in the form of cash or credit to a member's bill or void any guarantee of payment. If the member does not meet these refund criteria the deposit and interest may be retained, in accordance with the provisions in subsections b. 1. d. B. 3. and E. of this section.

**G. Reestablishment of Credit**

Every applicant who previously has been a member of the Cooperative and whose service has been discontinued for nonpayment of bills shall be required to pay all amounts due the Cooperative or execute a deferred payment agreement, if offered, and reestablish credit as provided in this Section, VI., A., B. and C., before service is rendered.

**H. Complaint by Applicant or Member**

The Cooperative shall direct its personnel engaged in initial contact with an applicant or member for service, seeking to establish or reestablish credit under the provisions of these rules, to inform the member, if dissatisfaction is expressed with the Cooperative's decision, of the member's right to file a complaint with the Commission thereon.

**GENERAL RULES AND REGULATIONS**

**VIII. REFUSAL OF SERVICE**

**A. Compliance by Applicant**

The Cooperative may decline to serve an applicant until such applicant has complied with the state and municipal regulations and approved rules and regulations of the Cooperative on file with the Commission governing the service applied for or for the following reasons:

1. If the applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given.
2. The applicant fails to comply with the Cooperative's tariffs pertaining to operation of nonstandard equipment or unauthorized attachments which interfere with the service of others. The Cooperative will provide the applicant notice of refusal and allow the applicant a reasonable amount of time to comply with the Cooperative's tariffs.
3. The applicant has acted as a guarantor for another customer and fails to pay the guaranteed amount, where such guarantee was made in writing to the Cooperative and was a condition of service.
4. The applicant applies for service at a location where another customer received, or continues to receive, service and the utility bill is unpaid at that location and the utility can prove that the change in identity is made to avoid or evade payment of the Cooperative bill. An applicant may request a supervisory review if the Cooperative determines that the applicant intends to deceive the utility and refuses to provide service.
5. Except as provided in Section 1, VII. of this tariff describing Prepaid Local Telephone Service, service may be refused, if the applicant for nonresidential service owes a debt to any utility for the same kind of service as that applied for, including long distance charges for nonresidential applicants where a provider of basic local telephone service bills those charges to the customer pursuant to its tariffs. If the applicant's indebtedness is in dispute, the applicant will be provided service upon complying with the Cooperative deposit requirements. Payment of long distance charges is not a condition of local exchange service for residential applicants.
6. For refusal to make a deposit if applicant is required to make a deposit under these rules.

**GENERAL RULES AND REGULATIONS**

**VIII. REFUSAL OF SERVICE (Continued)**

**B. Applicant's Recourse**

In the event that the Cooperative shall refuse to serve an applicant under the provisions of these rules, the Cooperative will inform the applicant of the basis of its refusal and that the applicant may file a complaint with the Public Utility Commission of Texas thereon.

The Cooperative will inform applicants eligible for Prepaid Local Telephone Service (PLTS), that PLTS service is available if they are not eligible for standard local telephone service.

**C. Insufficient Grounds for Refusal to Serve**

The following shall not constitute sufficient cause for refusal of service to a present member or applicant:

1. Delinquency in payment for service by a previous occupant of the premises to be served;
2. Failure to pay for any charges not included in the Cooperative's tariffs;
3. Failure to pay a bill to correct previous underbilling due to misapplication of rates of more than six months unless the underbilling is the result of theft of service;
4. Violation of the Cooperative's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the service of others, or other services such as communication services, unless the member has first been notified and afforded reasonable opportunity to comply with said rules;
5. Failure to pay a bill of another member as guarantor thereof, unless the guarantee is made in writing to the Cooperative as a condition precedent to service;
6. Failure to pay the bill of another member at the same address except where the change of member identity is made to avoid or evade payment of a Cooperative bill. A member may request a supervisory review if the Cooperative determines that evasion has occurred and refuses to provide service; and
7. Failure of a residential applicant to pay for long distance charges.

**GENERAL RULES AND REGULATIONS**

**IX. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES**

**A. Ownership and Use of Equipment**

**1. Ownership of Equipment and Facilities**

All equipment and facilities furnished by the Cooperative on the premises of a member are the property of the Cooperative. In case of damage, loss or destruction of any of the Cooperative's property due to the negligence or willful act of the member and not due to ordinary wear and tear or to fire or other causes beyond control of the member, the member shall be responsible for the cost, replacement, or restoration to original condition.

**2. Access to Member's Premises**

The Cooperative's agents and employees shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the equipment and facilities or upon termination of the service, for the purpose of removing such equipment and facilities.

**3. Resale of Services**

Except as stipulated in this tariff or in the Cooperative's effective interconnection or resale agreements, the service and facilities furnished by the Cooperative shall not be used for any purpose for which a payment or other compensation shall be received by the member from any other person, firm, or corporation for such use, or in the collection, transmission or delivery of any communication for others.

**4. Installations at Hazardous Locations**

If the installation and maintenance of service are requested at locations which are or may be hazardous or dangerous to the Cooperative's employees or to the public or to property, the Cooperative may refuse to install and maintain such service. If such service is furnished, the Cooperative may require the member to install and maintain such service and may also require the member to indemnify and hold the Cooperative harmless from any claims, loss or damage by reason of the installation and maintenance of such service.



**GENERAL RULES AND REGULATIONS**

**IX. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES (Continued)**

**B. Telephone Numbers**

1. The member has no property right in the telephone number or any right to continuance of service through any exchange or central office, and the Cooperative may change the telephone number, or the central office designation, or the exchange or all above indicated, of any member as is necessary in the conduct of its business to do so. At least thirty (30) days notice shall be given to all members so affected even though the addition or changes may be coincident with a directory issue
2. Disconnected residence telephone numbers shall not be reassigned for thirty (30) days and disconnected business numbers shall not be reassigned, unless requested by the member, for thirty (30) days or the life of the directory, whichever is longer unless no other numbers are available for providing service to new members.
3. If a member's number is incorrectly listed in the directory and if the incorrect number is a working number and if the member to whom the incorrect number is assigned requests, the number shall be changed at no charge. If the incorrect number is not a working number and is a usable number, the member's number shall be changed to the listed number at no charge if requested.

**C. Alterations**

The member agrees to notify the Cooperative promptly whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Cooperative's wiring or equipment; and the member agrees to pay the Cooperative's current charges for such change.

**D. Maintenance and Repairs**

1. All ordinary expense of maintenance and repair of services and facilities furnished by the Cooperative will be borne by the Cooperative, unless otherwise specified in this Tariff.
2. The member agrees to exercise normal care of the Cooperative's equipment and facilities on the member's premises. In the event of loss, damage or destruction of such equipment, caused by negligence of the member, the cost of restoring the equipment to its original condition will be billed to the member.

**GENERAL RULES AND REGULATIONS**

**IX. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES (Continued)**

**D. Maintenance and Repairs (Continued)**

3. The member may not, nor permit others to, rearrange, disconnect or remove any equipment or wiring installed by the Cooperative except upon written consent of the Cooperative. If equipment or facilities are rearranged, disconnected or removed without such consent, cost for any restoration or repair work performed by the Cooperative as a result of such rearrangements, disconnection or removal will be billed to the Member.

**E. Unauthorized Attachments or Connections**

In case any unauthorized attachment is made, the Cooperative shall have the right to disconnect the same or to suspend the service during the continuance of said attachment or connection or to terminate the service, as provided by this tariff, Section 4, I, I. or in accordance with the Rules and Regulations of the Federal Communications Commission or the Public Utility Commission of Texas, or as the Courts may determine.

**F. Use of Member Telephone Service**

**1. General**

- a. Member telephone service, as distinguished in Subsection III, preceding, is furnished only for use by the member, his family, employees or business associates, or persons residing in the member's household, or as the use of the service may be extended to persons temporarily subleasing a member's residential premises.
- b. The Cooperative shall have the right to refuse to install member service or to permit such service to remain on the premises of a public or semi-public character so that the general public or patrons of the member may make general use of the service. At such locations, however, the service may be installed provided the station instrument is located so that it is not accessible for public use.
- c. The contract for service or rights acquired thereunder by the member may not be assigned or in any manner transferred.
- d. The Cooperative may disconnect, with advance notice, the telephone service used by a member in connection with a plan or contrivance to secure a large volume of telephone calls to be directed to such member or the telephone of any designated member at or about the same time, resulting in preventing

**GENERAL RULES AND REGULATIONS**

**IX. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES (Continued)**

F. Use of Member Telephone Service (Continued)

2. Unlawful Use of Service

Services and facilities will not be furnished, or if being furnished by the Cooperative, will be discontinued to any person, firm or corporation, if any law enforcement agency, acting within its jurisdiction, advises that such service is being, or will be used in violation of the law.

3. Use of Automatic Dial Announcing Devices

a. An automatic dial announcing device is any automatic equipment capable of playing a recorded message when a connection is completed to a telephone number.

b. Requirements for Use

The following requirements are imposed on the user of an automatic dial announcing device:

- (1) The user must obtain a permit from the Public Utility Commission as written notice specifying the type of device to be connected, and the may request a copy from the Commission;
- (2) The device may not be used for random number dialing or to dial numbers by successively increasing or decreasing integers and may not simultaneously engage two or more lines of a multi-line business;
- (3) The message conveyed by the device, or a message delivered by a human, must be in a single language and must state within the first 30 seconds the nature of the call and the name, address, and call-back telephone number other than the ADAD number of the person, company, or organization making the call;
- (4) The device must disconnect from the called person's line not later than 5 seconds after either party hangs up or if the device cannot disconnect in that period, a live operator must introduce the call and receive the called party's consent;

**GENERAL RULES AND REGULATIONS**

**IX. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES (Continued)**

F. Use of Member Telephone Service (Continued)

3. Use of Automatic Dial Announcing Devices (Continued)

b. Requirements for Use (Continued)

- (5) No calls shall be made by the device to emergency telephone numbers of hospitals, fire departments, law enforcement offices, medical physician or service offices, health care facilities, poison control centers, "911" lines, other entities providing emergency service, any guest room or patient room of a hospital, health care facility, elderly home, or similar establishment, any telephone numbers assigned to paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier, or any service for which the called party is charged for the call;
- (6) For calls terminating in the State of Texas, the device is not to be used to make a call;
  - a. on a Sunday before noon or after 9 p.m., or before 9 a.m. or after 9 p.m. on a weekday or a Saturday, when the device is used for solicitation, or;
  - b. at any hour that collection calls would be prohibited under the Federal Fair Debt Collection Practices Act, 15 United States Code, Section 1692 et seq., when the device is used for collection purposes; and
- (7) If during a call, a cross-promotion or reference is made to any sponsor-provided service where the caller will incur a charge to place the call, the estimated time and rate must be stated.
- (8) A violation of any portion of this section shall subject the user to prosecution for a Class A misdemeanor as set forth in the Public Utility Regulatory Act, § 55.138 and subject to administrative penalties by the Commission.

c. Disconnection of Automatic Dial Announcing Devices

The Cooperative may disconnect or refuse to connect service to a person using or intending to use an automatic dial announcing device if the Cooperative determines that the device is not capable of disconnecting from a called party's line as required in this section or that the device would cause or is causing network harm.

**GENERAL RULES AND REGULATIONS**

**IX. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES (Continued)**

F. Use of Member Telephone Service (Continued)

3. Use of Automatic Dial Announcing Devices (Continued)

c. Disconnection of Automatic Dial Announcing Devices (Continued)

The Cooperative shall disconnect service to a person upon a determination and notice by the Commission that the person is violating this section. Where the Telephone Cooperative receives Commission notice that a court or qualified agency has suspended a permit as allowed in state-issued licenses for failure to pay child support, the Telephone Cooperative shall in these instances disconnect immediately. The Cooperative may reconnect service to the person only upon a determination by the Commission that the person will comply with the Commission's rules as set forth in this section.

Except for immediate disconnection as noted above, the Cooperative shall give written notice, by mailing or hand delivery, if practicable, to the person using the device, of its intent to disconnect service not later than the third day before the date of the disconnection, except that if the device is causing network congestion or blockage, the notice may be given by telephone or hand delivery, if practicable, on the day before the date of disconnection.

d. These provisions do not apply to the use of an automatic dial announcing device when the call is used for an emergency or public service approved by a county's emergency management coordinator in the county where the call is received or where a public or private primary or secondary school system attempts to account for truant students.

e. Information regarding permits for automatic dial announcing devices may be obtained from the Public Utility Commission of Texas, 1701 North Congress Avenue, Austin, Texas 78701.

f. Anyone applying for a permit to use one or more automatic dial announcing devices shall use a Commission form and pay the Commission-prescribed fee.

g. Upon receipt of an ADAD-related complaint, the Cooperative will record and forward the complaint to the Commission within 3 business days and so inform the complainant.

**GENERAL RULES AND REGULATIONS**

**IX. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES (Continued)**

**F. Use of Member Telephone Service (Continued)**

**4. Use of Profane Language or Impersonation of Another**

The Cooperative may suspend or terminate telephone service to any persons, firm, or corporation who, over the facilities furnished by the Cooperative, uses or permits to be used foul, abusive, obscene or profane language, or impersonates or permits others to impersonate any other individual with fraudulent or malicious intent, or uses or permits their telephone to be used to make nuisance calls.

**5. Abusive or Fraudulent Use of Service**

The Cooperative may suspend or terminate telephone service to any persons, firm, or corporation who, obtains, attempts to obtain, or assists another to obtain local or long distance message telecommunications service; by rearranging, tampering with, or making connection with any facilities of the Cooperative by any trick, scheme, false representation, or false credit device; or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment in whole or in part, of the regular charge for such service.

**6. Limited Communications**

The Cooperative reserves the right to limit the length of communications when necessary because of a shortage of facilities caused by emergency conditions.

**G. Indemnification**

The member indemnifies and saves harmless the Cooperative against claims, losses, suits for injury to or death of any persons, or damage to any property which arises from the use, placement or presence of Cooperative facilities on the member's premises and further, the member indemnifies and saves harmless the Cooperative against claims for libel, slander or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Cooperative or the use thereof by the member; against claims for infringement of patents arising from combining with or using in connection with facilities furnished by the Cooperative, and apparatus, equipment and systems provided by the member; and against all other claims arising out of any act of omission of the member in connection with the services of facilities provided by the Cooperative.

**GENERAL RULES AND REGULATIONS**

**X. PAYMENT OF CHARGES FOR SERVICES AND FACILITIES**

**A. Billing and Payment for Service**

1. The member is responsible for payment of all charges for exchange service and equipment furnished the member and toll messages (including special service billing charges) originating at the member's station, and for all toll messages received at the member's station on which charges have been reversed with consent of the person called.
2. The services and facilities furnished by the Cooperative may be suspended for failure of the member to pay any sum due as set forth below.
3. The member shall pay all charges for local services and facilities monthly in advance and shall pay for toll message service (including charges for special billing services), teletypewriter exchange service messages and service charges when billed (see Paragraph 5 of this Section). Departments, administrations and agencies of Federal, State, County, Township or Municipal Governmental agencies may be exceptions to this rule.
4. Bills for telephone service shall normally be rendered monthly, shall show the period of time covered by the billings, and shall show a clear listing of all charges due and payable. The Cooperative shall provide the member with an itemization of local service charges upon written request. Itemized toll statements shall be included in each bill. Member billings sent through the United States mail shall be sent in an envelope.
5. All bills for local, toll and miscellaneous services are due and payable at the office of the Cooperative in Raymondville, Willacy County, Texas, on or before the due date which is sixteen (16) days after issuance. A bill for telephone service is delinquent if unpaid by the due date. The postmark, if any, on the envelope of the bill, or an issuance date on the bill, if there is no postmark on the envelope, shall constitute proof of the date of issuance. If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next work day after the due date.
6. A one-time penalty not to exceed five percent (5%) may be made on delinquent commercial or industrial bills; however, no such penalty shall apply on residential bills.
7. If a member has not fulfilled the terms of a deferred payment agreement, the Cooperative shall have the right to disconnect pursuant to disconnection rules herein and under such circumstances, may, but shall not be required to, offer subsequent negotiation of a deferred payment agreement prior to disconnection.
8. If the Cooperative institutes a deferred payment plan, it shall not refuse a member participation in such a program on the basis of race, color, creed, sex, or marital status.

**GENERAL RULES AND REGULATIONS**

**X. PAYMENT OF CHARGES FOR SERVICES AND FACILITIES (Continued)**

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**A. Billing and Payment for Service (Continued)**

9. Failure to receive a bill and disconnect notice does not relieve the Member of the responsibility for payment in accordance with the provisions set forth herein.
10. Where the Cooperative is in receipt of a partial payment from a residential customer, the payment shall first be allocated to basic local telephone service. The charge for basic local telephone service, if combined as part of a bundled package of services and subscribed to be a customer, will be the stand-alone rate for basic service according to the Cooperative tariffs.

**B. Adjustment of Charges**

If billings for telephone services are found to differ from the Cooperative's lawful rates for the services being purchased by the member, a billing adjustment shall be calculated by the Cooperative.

If the member is due a refund, an adjustment shall be made for the entire period of overcharges. If an overcharge is adjusted by the Cooperative within three (3) billing cycles of the bill in error, interest shall not accrue. Unless otherwise provided in this Section, if an overcharge is not adjusted by the Cooperative within three (3) billing cycles of the bill in error, interest shall be applied to the amount of the overcharge at the rate set by the Commission. The rate of interest to be paid on overbillings or underbillings in accordance with Commission rules is established annually on December 1 for the subsequent calendar year by the Commission.

Interest charges on overcharges that are not adjusted by the Cooperative within (3) billing cycles of the bill in error shall accrue from the date of payment.

If the customer was undercharged, the Cooperative may back bill the customer for a period not to exceed six (6) months, unless the underbilling is the result of theft of service. Except in cases of theft of service, service may not be disconnected for charges incurred six months prior to the date the Cooperative initially notifies the customer of the amount of undercharge and the total additional amount that will be due. If the underbilling is \$50.00 or more, the Cooperative shall offer to such customer a deferred payment plan option, for the same length of time as that of the underbilling, unless the underbilling is the result of theft of service.

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## GENERAL RULES AND REGULATIONS

### X. PAYMENT OF CHARGES FOR SERVICES AND FACILITIES (Continued)

#### C. Adjustments of Charges for Service Interruptions

In the event a member's service is interrupted other than by the negligence or willful act of the member, and it remains out of order for 24 (24) hours or longer, after access to the premises is made available, and after being reported to be out of order, appropriate adjustment or refunds shall be made to the member. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the member shall be the pro rate part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service.

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### XI. SUSPENSION AND TERMINATION OF MEMBER SERVICE

In the event of failure by the member or those otherwise responsible to pay any regular bill or any part thereof, the Cooperative may discontinue service as provided under Section 3, Part X., Payment of Charges for Services and Facilities. Subject to the rules of this Tariff, service will not be restored unless or until all amounts due on the due date are paid in full including restoration of service charges as provided in Section 5, VII., A., 1., or a deferred payment plan entered into.

The member is responsible for all collection costs including attorney's fees incurred by the Cooperative to effect collection as a result of any breach of contract by the member.

Any member or applicant for service requesting the opportunity to dispute any action or determination of the Cooperative under the member service rules of the Commission shall be given the opportunity for a supervisory review by the Cooperative. If the Cooperative is unable to provide a supervisory review immediately following the member's request for such review, arrangements for the review shall be made for the earliest possible date. Service shall not be disconnected pending completion of the review. If the member chooses not to participate in such review or to make arrangements for such review to take place within five days after requesting it, the Cooperative may disconnect service providing notice has been issued under standard disconnect procedures. Any member who is dissatisfied with the review by the Cooperative must be informed of their right to file a complaint and/or request a hearing before the Public Utility Commission. The results of the supervisory review will be provided within ten days of the review, if requested by the member.

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**GENERAL RULES AND REGULATIONS**

**XI. SUSPENSION AND TERMINATION OF MEMBER SERVICE (Continued)**

**A. Suspension of Service by the Cooperative**

A member's telephone service may be disconnected if the bill has not been paid or a deferred payment agreement entered into within twenty-six (26) days from the date of issuance and if proper notice has been given. Proper notice shall consist of a separate mailing or hand delivery at least ten (10) days prior to a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The information shall be in English and Spanish as necessary to adequately notify the member. A statement shall be attached to, or shall appear on the face of, the termination notice informing members in need of assistance with payment of their bill, or who are ill and unable to pay their bill, that they may be eligible for alternative payment programs, and that they should contact the Cooperative's business office for more information. If mailed, the cut-off day may not fall on a holiday or weekend, but shall fall on the next working day after the tenth day.

Payment at a Cooperative authorized payment agency is considered payment to the Cooperative. Late notices or disconnect notices shall not be issued earlier than the first day the bill becomes delinquent to allow a reasonable length of time to ascertain receipt of payment by mail or at an authorized payment agency.

When members contact the Cooperative to discuss their inability to pay a bill, or indicate that they are in need of assistance with their bill payment, the Cooperative shall inform the customer of all alternative payment and payment assistance programs available from the Cooperative, such as deferred payment plans or disconnection moratoriums for the ill, as applicable, and of the eligibility requirements and procedures for applying for assistance.

1. The Cooperative may disconnect telephone service after giving ten (10) days written notice to the member for:
  - a. failure to pay a bill for charges that are in the Cooperative's tariffs, including long distance charges for nonresidential customers only where the Cooperative bills those charges to the customer pursuant to Cooperative tariffs, or make deferred payment arrangements by the date of suspension or disconnection.
  - b. Failure to establish and maintain credit, as set forth within this tariff within sixteen (16) days after the Cooperative has served or mailed notice requiring the member to do so.
  - c. Failure of the member to reimburse, or make good, to the Cooperative a check or moneys not honored by the bank on which issued.

**GENERAL RULES AND REGULATIONS**

**XI. SUSPENSION AND TERMINATION OF MEMBER SERVICE** (Continued)

A. Suspension of Service by the Cooperative (Continued)

1. The Cooperative may disconnect telephone service after giving ten (10) days written notice to the member for: (Continued)
  - d. Violation of the Cooperative's rules as set forth in Section 3, VIII., F., pertaining to the use of service in a manner which interferes with the service of others, or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the member and the member is provided with a reasonable opportunity to remedy the situation.
  - e. Failure to pay an underbilling or comply with deposit or guarantee arrangements where required as set forth within this Tariff.
  - f. Failure to pay the account of another member as guarantor thereof if the member has signed a guarantee as a precedent to service.
  - g. Avoidance of toll blocking by incurring long distance charges after toll blocking was implemented for the residential customer by the Cooperative due to nonpayment of long distance charges.
2. The Cooperative may disconnect telephone service without prior notice to the member:
  - a. Where a known dangerous condition exists for as long as the condition exists. Where reasonable, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
  - b. For tampering with the Cooperative's equipment, evidence of theft of service, or other acts to defraud the Cooperative.
  - c. Where service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment.

**GENERAL RULES AND REGULATIONS**

**XI. SUSPENSION AND TERMINATION OF MEMBER SERVICE** (Continued)

**B. Reasons for Which Telephone Service May Not be Disconnected**

1. Failure to pay for any charges not included in the Cooperative's tariffs;
2. Failure to pay for a different type or class of Cooperative service unless fee for such service is included on the bill at the time service is initiated.
3. Failure to pay the account of another member as guarantor thereof, unless the Cooperative has in writing the guarantee as a condition precedent to service;
4. Failure to pay charges arising from an underbilling occurring due to any misapplication of rates of more than six months prior to the current billing, unless the underbilling is a result of theft of service.
5. Failure of a customer receiving Lifeline to pay charges incurred for toll service while the customer is receiving Lifeline Service.
6. Failure to pay charges for calls to pay-per-call information services, as described in Section 7 of this Member Services Tariff.
7. Failure to pay disputed charges until a determination is made on the accuracy of the charges; or
8. Failure of a residential customer to pay long distance charges.
9. Where a delinquent customer at a permanent residence has established that such action will prevent the customer from summoning emergency medical help for someone seriously ill residing at that residence and the customer has complied with the following:
  - a. Each time a customer seeks to avoid suspension or disconnection of service under this subsection, the customer before the date of suspension or disconnection must:
    - (1) have the person's attending physician (the term "physician" means any public health official, including, but not limited to, medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) contact the Cooperative by the stated date of disconnection;

**GENERAL RULES AND REGULATIONS**

**XI. SUSPENSION AND TERMINATION OF MEMBER SERVICE** (Continued)

**B. Reasons for Which Telephone Service May Not be Disconnected** (Continued)

9. Where a delinquent customer at a permanent residence has established that such action will prevent the customer from summoning emergency medical help for someone seriously ill residing at that residence and the customer has complied with the following: (Continued)

a. Each time a customer seeks to avoid suspension or disconnection of service under this subsection, the customer before the date of suspension or disconnection must: (Continued)

(2) have the person's attending physician submit a written statement to the Cooperative; and

(3) enter into a deferred payment plan.

The prohibition against suspension or disconnection is effective sixty-three (63) days from the issuance of the Cooperative's bill or a shorter period agreed upon by the Cooperative and the customer or physician.

10. Unless a dangerous condition exists, or unless the member requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Cooperative are not available to the public for the purpose of making collections and reconnecting service.

A customer who reports an unauthorized charge on their bill may not be disconnected for nonpayment of an unauthorized charge. The Company will not file an unfavorable credit report against a customer who has not paid charges that were alleged to be unauthorized unless the dispute regarding these charges is resolved against the customer.

**C. Suspension of Service by Member's Request**

Temporary suspension of service for vacation purposes will be made upon request from members having telephone service for a period of one month or more. See Section 7, Temporary Suspension, Vacation Rate.

**GENERAL RULES AND REGULATIONS**

**XI. SUSPENSION AND TERMINATION OF MEMBER SERVICE (Continued)**

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**D. Provisions for Restoration of Service Charge**

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Restoration of Service Charge in Section 5, VII., A., is applicable where service has been discontinued for failure to establish credit or for failure to pay a regular bill. The Cooperative may request the member to submit cash, money order or cashier's check in payment of bill and reconnection charges and not accept a personal check or moneys not guaranteed when the history of a member account warrants such action.

1. If the member's service has been terminated and his deposit applied to the balance of his account, he is no longer a member of the Cooperative and it will be necessary to reapply for telephone service as a new applicant and member.
3. No allowance will be made for loss of service during the period service is disconnected for nonpayment, if payment is made and service reconnected before the completion of an order to terminate the service. Subsequent to the completion of an order to terminate service, it may, at the option of the Cooperative, be reestablished only on the basis of a new application.
4. Restoration of Service Charge will be made for reconnecting service temporarily suspended at a member's request.
5. For charges for dishonored checks, See Section 5, Returned Check Handling Charge.

**E. Termination of Service**

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Service may be terminated prior to the expiration of the initial contract period upon notice being given to the Cooperative, and upon payment of the termination charges given below, in addition to all charges due for service which has been furnished.

1. In the case of service for which the initial contract period is one month, the charges are due for the balance of initial month.
2. Service may be terminated after the expiration of the initial contract period, upon the Cooperative being notified, and upon payment of charges due to the date of termination of the service as provided elsewhere in this Tariff.

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**GENERAL RULES AND REGULATIONS**

**XI. SUSPENSION AND TERMINATION OF MEMBER SERVICE (Continued)**

F. Cooperative-Initiated Toll Blocking

1. The Cooperative will block a residential customer's access to long distance services for the nonpayment of long distance charges at the request and expense of a long distance carrier due to the nonpayment of long distance charges. The charge to the long distance carrier will be not more than \$10.00 for one-time installation and not more than \$1.50 per month for toll blocking.
2. Where technically capable, the Cooperative will provide toll blocking to allow the residential customer access to toll-free numbers. The Cooperative will not apply toll blocking in an unreasonably preferential, prejudicial, or discriminatory manner. The Cooperative will notify the customer within 24 hours of initiating toll blocking.

**XII. SPECIAL CHARGES, FEES AND TAXES**

A. Municipal Franchise Fees

Residential, non-residential and point-to-point access lines provided pursuant to this tariff are subject to a municipal franchise fee as established for the city in which the end user of the access lines is located. Effective with the charges billed on or after March 1, 2000, the monthly recurring municipal charge will be equal to a monthly amount developed using criteria as recommended by your local municipality with information supplied by this local certificated telecommunications provider (CTP). The fee should be assessed as a per-line-charge on the end user bill. This municipal charge results from implementation of House Bill 1777 – Telecommunications Franchise Law which allows all municipalities to be compensated by CTPs for right-of-way usage. The fee has been developed and/or allocated across rate classifications according to local municipal guidelines.

**GENERAL RULES AND REGULATIONS**

**XII. SPECIAL CHARGES, FEES AND TAXES (Continued)**

**B. Texas Universal Service Fund (TUSF) Surcharge**

1. The purpose of the Texas Universal Service Fund (TUSF) is to implement a competitively neutral mechanism that enables all residents of Texas to obtain basic telecommunications services. Because targeted financial support may be needed in order to provide and price basic telecommunications services in a manner to allow accessibility by consumers, the TUSF will assist local exchange companies (LECs) in providing these services at reasonable rates in high cost rural areas. In addition, the TUSF will reimburse the following entities: qualifying local exchange companies for revenues lost as a result of providing Lifeline to qualifying low-income consumers under the Public Utility Regulatory Act; telecommunications carriers providing statewide telecommunications relay service; qualified vendors providing specialized telecommunications device distribution service for the hearing-impaired and speech-impaired; and the Texas Department of Human Services, the Texas Department for the Deaf and Hard of Hearing, the Texas Universal Service Fund administrator, and the Public Utility Commission for the costs incurred in implementing the provisions of the Public Utility Regulatory Act, Chapter 56 (relating to Telecommunications Assistance and the Universal Service Fund.)
2. The TUSF Surcharge is for recovery of the Cooperative's TUSF assessment. The TUSF Surcharge is assessed as a percentage of the retail customer's intrastate taxable telecommunication receipts, except Lifeline services, and applies to all retail customers. The TUSF assessment is calculated based on actual intrastate taxable telecommunications service receipts. In the case of a bundled offering where the amount attributable to intrastate taxable telecommunications service receipts cannot be accurately determined, 71.5% of the bundle's service charges will be allocated as intrastate telecommunications taxable receipts.
3. The TUSF Surcharge will be identified on the retail customer's bill as "Texas Universal Service" and will be assessed on every retail customer's bill, excluding Lifeline services and customers that are exempt to tax under Chapter 151 of the Texas Tax Code. Examples of exempted customers are:
  - The State of Texas and its state agencies
  - Political Subdivisions (counties, municipalities and townships)
  - Non-profit schools that are tax exempt
  - Lifeline customers

The TUSF Surcharge assessment percentage may change periodically due to the assessment fund and revenue changes.



INDEX OF DEFINITIONS

TERMS	Page
C (Continued)	
Conforming Arrangement	6
Connecting Arrangement	6
Connecting Company	6
Connection	6
Connection Charge	6
Construction Charge	6
Continuous Property	6
Contract	7
Contract Period	7
Cooperative	7
Cost or Cost Basis	7
Customer	7
Customer Trouble Report	7
D	
Denial of Service	8
Direct Burial	8
Direct Connection	8
Direct Electrical Connection	8
Directory	8
Directory Listing	8
Disconnect Notice	8
Disconnection of Service	8
Drop Wire	9
Duplex Service	9
E	
Entrance Facilities	9
Exchange	9
Exchange Access Line	9
Exchange Area	9
Exchange Line	9
Exchange Service	10
Exchange Service Area	10
Extended Area Service	10
Extra Listing	10

**INDEX OF DEFINITIONS**

<b>TERMS</b>	<b><u>Page</u></b>	
<b>F</b>		
Facilities	<b>11</b>	<b>M</b>
Family	11	
Flat Rate Service	11	
Foreign Attachment	11	
Foreign Exchange Listing	11	
Foreign Exchange Mileage	11	
Foreign Exchange Service	11	
Four Wire Circuit	11	
Free Listing	11	
<b>G</b>		
General Exchange Services	<b>11</b>	
<b>H</b>		
Half Duplex Service	<b>12</b>	
Household	12	
<b>I</b>		
Identification Number	<b>12</b>	
Indented Listing	12	
Individual Line Service	12	
Inductive Connection	12	
Initial Charge	12	
Initial Nonrecurring Charge	12	
Initial Rate	12	
Initial Rate Area	12	
Initial Service Period	13	
Installation Charge	13	
Instrumentality	13	
Interexchange Channel	13	
Interexchange Local Channel	13	
Interexchange Service	13	
Interexchange Private Line	13	
Interface	13	
Intraexchange Channel Service	13	
Intraexchange Service	13	<b>M</b>

**INDEX OF DEFINITIONS**

<b>TERMS</b>	<b><u>Page</u></b>	
<b>K</b>		
Key System Trunk	<b>14</b>	M
<b>L</b>		
Labeling	<b>14</b>	
Line	14	
Listing	14	
Local Calling Area	14	
Local Channel	14	
Local Exchange Service	14	
Local Message	14	
Local Message Charge	14	
Local Service	15	
Local Service Area (Local Calling Area)	15	
Local Service Charge	15	
Long Distance Message Telecommunications Service	15	
<b>M</b>		
Maintenance Charge	<b>16</b>	
Maintenance of Service Charge	16	
Member	16	
Message	16	
Mileage	16	
Minimum Contract Period	16	
Miscellaneous Common Carriers	16	
Move	16	
<b>N</b>		
Network Control Signaling	<b>17</b>	
Network Control Signaling Unit	17	
Network for Program Transmission Channels	17	
Nonpublished Telephone Number	17	
Nonrecurring Charge	17	
Normal Central Office	17	
<b>O</b>		
One Party Service	<b>17</b>	
Other Common Carrier (OCC)	17	
Other Common Carrier Terminal Location	18	M

INDEX OF DEFINITIONS

TERMS	Page	
<b>P</b>		
Pay Telephone Access Service	18	
Permanent Disconnect	18	
Person	18	
Person-to-Person Call	18	
Preassigned Number	18	
Preferred Call Forwarding	18	
Premises (Same)	19	
Primary Termination	19	
Principal Central Office	19	
Priority Ringing	19	
Private Branch Exchange Trunks	19	
Private Line	20	
Private Line Service	20	
Protective Connecting Arrangement	20	
Public Thoroughfare	20	
Published Telephone Number	20	
<b>R</b>		
Rate Center	20	
Reconnect	20	
Reference Listing	20	
Registered Protective Circuitry	20	
Reinstall	20	
Relocate	20	
Repeat Dialing	20	
Reserved Telephone Number	21	
Residence Exchange Access Line	21	
Residential Service	21	
Route Measurement	21	

**INDEX OF DEFINITIONS**

<b>TERMS</b>	<b>Page</b>	<b>M</b>
<b>S</b>		
Service Call	<b>21</b>	
Service Charge	21	
Service Connection Charge	21	
Service Drop	21	
Service Point	21	
Serving Central Office	21	
Signal Conditioning Equipment	22	
Signal Source	22	
Single Channel (Half Duplex)	22	
Special Call Acceptance	22	
Supersedure of Service	22	
Supplemental Contract	22	
Suspension of Service	22	
Symbols for Changes	1	
<b>T</b>		
Tariff	<b>22</b>	
Tariff Change Symbols	1	
Telecommunications Services	22	
Telephone Cooperative	22	
Telephone Number	23	
Telephone or Telecommunications Network	23	
Telephone Station	23	
Temporary Disconnection	23	
Temporary Service	23	
Termination Agreement	23	
Termination Charge	23	
Termination of Service	23	
Toll Message	23	
Toll Rate	23	
Toll Service	24	
Two-Point Intraexchange Channel Service	24	
<b>U,V</b>		
Underground Service Connection	<b>24</b>	
Vacation Rate	24	
Voice Grade Facility	24	
<b>W</b>		
Wats	<b>24</b>	
Wide Area Telecommunications Service	24	<b>M</b>

**DEFINITIONS OF TERMS**

T

**I. SYMBOLS FOR CHANGES**

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The following symbols are used in the right-hand margin to denote changes or revisions made on each page:

- C** Denotes a changed regulation.
- D** Denotes a discontinued rate or regulation.
- E** Denotes a correction of an error made during a revision that pertained to material contained in the tariff prior to the revision.
- I** Denotes increase in rate.
- M** Denotes text has been moved elsewhere in the tariff with no change in rate, regulation or text.
- N** Denotes a new rate or regulation.
- R** Denotes a rate reduction.
- S** Denotes reissued material, that is material currently in the tariff which is being reissued with this revision without change in rate, regulation, or text.
- T** Denotes a change in text, but no change in rate or regulation.

**DEFINITIONS OF TERMS**

T

**II. TERMS**

T

**ACCESS LINE**

Denotes the line between the serving central office and the customer's premises that provides Local Service to the Customer.

**ACCESSORIES**

Devices which are mechanically attached to, or used with, the facilities furnished by the Cooperative and which are independent of, and not electrically, acoustically or inductively connected to the communications path of the telecommunications systems.

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**ADDITIONAL LISTING**

Any listing of a name or other authorized information in connection with a customer's telephone number in addition to that to which he is entitled in connection with his regular service.

**ADJACENT EXCHANGE SERVICE**

Local Exchange Service furnished from a contiguous exchange, in addition to the customer's primary (home) exchange service.

**AIR LINE MEASUREMENT**

The shortest distance between two points.

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**APPLICANT**

Any person, partnership, cooperative, corporation, or any combination thereof requesting affirmative service or action from the Cooperative.

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**AUTHORIZED USER**

A person, firm or corporation (other than the customer) who has been authorized by the Cooperative to communicate over a private line or channel according to the terms of the tariff and (1), on whose premises a station of the private line service is located or (2), who receives from or sends to the customer over such private line or channel communications relating solely to the business of the customer.

T

M

**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**BASE RATE**

A schedule rate for any class of exchange service available within the base rate area.

**BASE RATE AREA**

That portion of the exchange area in which exchange service is furnished at schedule rates for each class of service without mileage charges.

**BAUD**

A unit of signaling speed and is the reciprocal of the time duration in seconds of the shortest signal element (mark or space) within a code signal. The speed in baud is the number of signal elements per second.

**BLOCKING, CALLER ID SERVICE**

See Caller ID Service.

**BRIDGING POINT**

The point at which a connection on one circuit is made across or in parallel with another without interrupting the continuity of the first.

**BUILDING (Same)**

A structure under one roof, or two or more structures under separate roofs but connected by passageways, in which the wires or cables of the Cooperative can be safely run provided the plant facility requirements are not appreciably greater than would normally be required if all structures were under one roof. In those cases where there are several structures under separate roofs but connected by passageways and the plant facility requirements for furnishing telephone service are appreciably greater than would normally be required if all the structures were under one roof, the term "Same Building" applies individually to each of the separate structures.

**BUSINESS SERVICE**

Telecommunications service furnished to customers where the primary or obvious use is of a business, professional or occupational nature. Business service is a voice-grade telephone service that is based on non-IP signal transmission technology and is characterized by bi-directional (full duplex) communications with frequency range of the human voice (voiceband) of 300 to 3400 Hz and signaling using call-progress tones, such as dial tone and ringing signal.

**BUSINESS TRUNK**

A shared communications channel between two points for the provision of Business Service. A trunk typically refers to a high-bandwidth, fiber-optic line between switching centers (central offices). Telephone trunks handle thousands of simultaneous voice and data signals.



**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**CALL**

An attempted communication, whether completed or not.

**CALL HOLD**

A feature which permits a call in progress to be put into a "held" condition by depressing a button or dialing a code. Operation of the hold feature allows a station user to place or receive a secondary call without complete disconnection of the original call.

**CALL NUMBER**

See "Telephone Number".

**CALL RETURN**

Permits the customer to place a call to the telephone number associated with the most recent call received, by dialing an activation code.

**CALL SCREENING**

Provides the customer with the ability to prevent incoming calls from subscriber-specified telephone numbers.

**CALL TRACE**

Enables the customer to initiate an automatic trace of the last completed incoming call, by dialing an activation code.

**CALLER ID SERVICES**

A general category of services that assist the customer in the management of incoming and outgoing calls. Includes such features as Caller ID Delivery and Per-Call or Per-Line blocking.

**CALLING AREA**

See "Local Service Area".

**CANCELLATION CHARGES**

A charge applicable under certain conditions when application for service and/or facilities is cancelled in whole or in part prior to the completion of the work involved or before contract period is completed.

**CENTRAL OFFICE**

A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**CENTRAL OFFICE AREA**

The area within which the customer's lines are connected to the central office operating unit, or units, established by the Cooperative.

**CENTRAL OFFICE BUILDING**

A building or portion of a building containing one or more central offices. There may be more than one central office building in an exchange and one central office building may serve more than one exchange.

**CENTRAL OFFICE LINE**

A circuit connecting an individual line, a main telephone, Key telephone system, PBX system, or Data equipment with a central office.

**CHANGE**

Denotes the substitution of a different style, color, or type of telephone or other terminal equipment, or a rearrangement of equipment or cordage, which does not involve a move of the instrument or other terminal equipment and its associated connecting apparatus.

**CHANGE CHARGE**

The charge a customer is required to pay for a substitution of a different type of telephone station or a rearrangement of equipment or wiring, which does not involve a change in location of the station.

**CHANNEL**

A path, or combination of paths, for electrical communication between two or more stations or Cooperative offices and furnished in such a manner as the Cooperative may elect, whether by wire, radio or a combination thereof and whether or not by means of a single physical facility or route.

**CHANNEL TERMINAL**

The facilities required for terminating and connecting a channel of the base capacity to a station and also the facilities required where, at the request of the customer, such an interexchange channel is terminated in a Cooperative office.

**CIRCUIT**

A channel used for the transmission of electrical energy in the furnishing of telephone and other communication services further described as:

- (a) Two-wire circuit: The normal metallic circuit using two ungrounded wires.
- (b) Four-wire circuit: A circuit using two one-way transmission paths, which may be two carrier paths or two pairs (four wires) of metallic conductors.

**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**CLASS OF SERVICE**

A description of telecommunications service furnished a customer which denotes such characteristics as nature of use (business or residence) or type of rate (flat or message rate).

**COMMISSION**

The Public Utility Commission of Texas.

**COMPANY**

As used in this tariff, Company is synonymous with Cooperative.

**CONFORMING ARRANGEMENT**

The equipment provided by the Cooperative to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Cooperative, or of facilities of the Cooperative with other facilities of the Cooperative.

**CONNECTING ARRANGEMENT**

The term "connecting arrangement" denotes the protective equipment provided by the Cooperative to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Cooperative, when such customer-provided equipment does not conform to Part 68 of the FCC Rules and Regulations for direct connection of customer-provided terminal equipment.

**CONNECTING COMPANY**

A corporation, association, firm or individual owning and operating a toll line or one or more central offices and with whom traffic is interchanged.

**CONNECTION**

Denotes the establishment of telephone service. A move of existing service to a different premises requires a connection.

**CONNECTION CHARGE**

See Service Charge.

**CONSTRUCTION CHARGE**

A separate initial charge made for construction of pole lines, circuits, facilities, etc., in excess of that contemplated under the rates quoted in the exchange tariffs.

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**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**CONTINUOUS PROPERTY**

The plot of ground, together with any building thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others. Where a customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property, provided local wire or cable facilities are used and the customer furnished all local distribution pole line facilities or underground conduit required in connection therewith.

**CONTRACT**

The service agreement between a customer and the Cooperative under which service and facilities for communication between specified locations for designated periods and for the use of the customer and the authorized users specifically named are furnished in accordance with the provisions of this tariff.

**CONTRACT PERIOD**

The length of time for which a customer is responsible for the charges associated with the services, facilities, and equipment under contract.

**COOPERATIVE (COOPERATIVE CORPORATION)**

Whenever used in this tariff, "Cooperative" refers to Valley Telephone Cooperative, Inc. organized and operating under the Telephone Cooperative Act (art. 1528c, V.A.C.S.), unless the context clearly indicates otherwise.

**COST OR COST BASIS**

Cost of equipment and materials provided or used plus the cost of installation including engineering, labor, supervision, transportation, rights-of-way and other items which are chargeable. This also denotes the actual expense incurred by the Cooperative relating to the call-out of Cooperative personnel.

**CUSTOMER**

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by the Cooperative under the provisions and regulations of this tariff and is responsible for the payment of charges and compliance with the rules and regulations of the Cooperative.

**CUSTOMER TROUBLE REPORT**

Any oral or written report from a customer or user of telecommunications service received by the Cooperative relating to a physical defect or to difficulty or dissatisfaction with the service provided by the Cooperative's facilities. One report shall be counted for each oral or written report received even though it may duplicate a previous report. Also a separate report shall be counted for each telephone reported in trouble when several items are reported by one customer at the same time, unless the group of troubles so reported is clearly related to a common cause.

**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**DENIAL OF SERVICE**

See Suspension of Service.

**DIRECT BURIAL**

The installation of cables or conductors directly in the earth and not in conduit or duct.

**DIRECT CONNECTION**

Connection of terminal equipment to the Cooperative's exchange facilities by means other than acoustic and/or inductive coupling.

**DIRECT ELECTRICAL CONNECTION**

A physical connection of the electrical conductors in the communications path.

**DIRECTORY**

A book which alphabetically lists each telephone customer with his address and telephone number.

**DIRECTORY LISTING**

The publication of the Cooperative's directory and/or directory assistance records, of information relative to a customer's telephone number, by which telephone users are enabled to ascertain the call number of a desired station.

- (a) Caption Listing: The listing of a customer's name without address or telephone number followed by a series of indented listings covering branches or different departments of the business.
- (b) Foreign Exchange Listing: The listing of a customer in the alphabetical list of an exchange other than that for the exchange from which the customer is served.
- (c) Free Listing: A directory listing for which no specific charge is made.
- (d) Indented Listing: A directory listing indented under another listing.
- (e) Reference Listing: The listing of a generally accepted name of a firm or corporation followed by a reference to another listing.

**DISCONNECT NOTICE**

The written notice sent to a customer following billing, notifying the customer that service will be discontinued if charges are not satisfied by the date specified on the notice.

**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**DISCONNECTION OF SERVICE**

An arrangement made at the request of the customer or initiated by the Cooperative for violation of tariff regulations by the customer, for a permanent interruption of telephone service. Once effected, telephone equipment would be removed from the customer's premises and a "final" bill would be rendered showing moneys owed to the Cooperative as of the date the service was disconnected.

**DROP WIRE**

Wires used to connect the aerial or underground distribution facilities to the point where connection is made with the inside wiring.

**DUPLEX SERVICE**

Service which provides for simultaneous transmission in both directions.

**ENTRANCE FACILITIES**

Facilities extending from the point of entrance on private property to the premises on which service is furnished.

**EXCHANGE**

A toll rate center served by one or more central offices, together with the customer's stations and lines connected thereto, forming a local system for furnishing telephonic intercommunication without toll charges between customers within a specified area, usually a single city or town, and environs.

**EXCHANGE ACCESS LINE**

A central office line which provides access to the exchange telephone network for local and long distance telephone service.

**EXCHANGE AREA**

The area within which the Cooperative furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

**EXCHANGE LINE**

Any circuit connecting an exchange station with a central office.



**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**FACILITIES**

All the plant and equipment of the Cooperative and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by the Cooperative, including any construction work in progress allowed by the Public Utility Commission of Texas.

**FAMILY**

A group of two or more persons related by blood, marriage, or adoption and residing together. A primary family consists of the head of a household and all (one or more) other persons in the household related to the head. A secondary family comprises two or more persons such as guests, lodgers, or resident employees and their relatives, living in a household or quasi-household (other than the negligible number of such groups among inmates or institutions) and related to each other.

**FLAT RATE SERVICE**

A classification of exchange service furnished a customer under tariff provisions for which a stipulated charge is made regardless of the amount of use.

**FOREIGN ATTACHMENT**

Lines, instruments, appliances, or apparatus not owned or furnished by the Cooperative.

**FOREIGN EXCHANGE LISTING**

The listing of a customer in an exchange other than the exchange from which the customer is served.

**FOREIGN EXCHANGE MILEAGE**

The mileage applied in establishing the rate for a customer receiving "Foreign Exchange Service".

**FOREIGN EXCHANGE SERVICE**

Exchange Service furnished under tariff provisions by means of circuit connecting a customer's main station, Key or PBX system with a central office of an exchange other than that which regularly serves the exchange area in which the customer is located.

**FOUR WIRE CIRCUIT**

Communication path using one channel for each direction of transmission.

**FREE LISTING**

See Directory Listing.

**GENERAL EXCHANGE SERVICES**

Equipment, services or features furnished by the Cooperative connected to or associated with primary Local Exchange Service.

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**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**INITIAL SERVICE PERIOD**

The minimum period of time for which service, facilities or equipment are provided.

**INSTALLATION CHARGE**

A non-recurring charge applying to the provision of certain items of equipment or facilities as distinguished from the service connection charge applicable for establishment of basic telephone service. The installation charge is normally associated with optional service features and may sometimes be called an "initial" charge, and may apply in addition to Service Connection Charges.

**INSTRUMENTALITY**

The station equipment used to provide communications services to the customer.

**INTEREXCHANGE CHANNEL**

That portion of a through channel which interconnects exchanges, or locations outside of exchanges, in which stations or channel terminations in Cooperative offices are located.

**INTEREXCHANGE LOCAL CHANNEL**

That portion of a through channel between "Primary Terminations" in different exchanges which is provided to connect a "Primary Termination" with an interexchange channel.

**INTEREXCHANGE SERVICE**

Telecommunications Service with points in two or more exchanges.

**INTEREXCHANGE PRIVATE LINE**

A communication path between telephones or other communicating devices located in two or more exchanges, and not connected for exchange telephone service.

**INTERFACE**

- (a) The junction or point of interconnection between two systems or equipment having different characteristics which may differ with respect to voltage, frequency, speed of operation, type of signal and/or type of information coding including the connection of other than Cooperative provided facilities to exchange facilities provided by the Cooperative.
- (b) The point of interconnection between terminal equipment and Cooperative communications facilities on the premises of the Customer.

**INTRAEXCHANGE CHANNEL SERVICE**

Channel connecting two or more "Primary Terminations" in the same exchange.

**INTRAEXCHANGE SERVICE**

Telecommunications service confined wholly within a single exchange.

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**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**KEY SYSTEM TRUNK**

A circuit connecting key system equipment with a central office.

**LABELING**

Registered terminal equipment and/or registered protective circuitry shall have prominently displayed on an outside surface information providing the registration number, the ringer equivalence number, the grantee's name, model number and serial number or date of manufacture.

**LINE**

A circuit or channel extending from a central office to the customer's location to provide local exchange service.

**LISTING**

See Directory Listing.

**LOCAL CALLING AREA**

See Local Service Area.

**LOCAL CHANNEL**

Applies to that portion of a channel which connects a station to the interexchange channel or to a channel connecting two or more stations within an exchange area.

**LOCAL EXCHANGE SERVICE**

Provides for telephone communication within local service areas in accordance with the provisions of the Member Services Tariff, including the use of exchange facilities required to establish connection between exchange stations. Local exchange service is a voice-grade telephone service that is based on non-IP signal transmission technology and is characterized by bi-directional (full duplex) communications with frequency range of the human voice (voiceband) of 300 to 3400 Hz and signaling using call-progress tones, such as dial tone and ringing signal.

**LOCAL MESSAGE**

A communication between a calling telephone and any other telephone within the local service area of the calling telephone.

**LOCAL MESSAGE CHARGE**

The charge that applies for a completed message that is made when the calling station and the station to which the connection is established are both within the same local calling area where a local message charge is applicable.

**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**LOCAL SERVICE**

The intercommunication (by means of facilities connected with a Cooperative central office or offices and under the provisions of the Cooperative) between telephone stations located in the same exchange or in different exchanges between which no toll rates apply. Local service is a voice-grade telephone service that is based on non-IP signal transmission technology and is characterized by bi-directional (full duplex) communications with frequency range of the human voice (voiceband) of 300 to 3400 Hz and signaling using call-progress tones, such as dial tone and ringing signal.

**LOCAL SERVICE AREA (LOCAL CALLING AREA)**

The area within which telephone service is furnished customers under a specific schedule of exchange rates (flat or measured) and without toll charges. A local service area may include one or more exchange areas under extended area service arrangement.

**LOCAL SERVICE CHARGE**

The charge for furnishing facilities to enable a customer to send or receive telecommunication within the local service area. This local service calling area may include one or more exchange areas.

**LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE**

Facilities furnished by means of wire, radio or a combination thereof for telecommunications between stations in different local service areas in accordance with the regulations and system of charges specified by the Cooperative. The toll service charges specified are in payment for all service furnished between the calling and called telephones.

**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**MAINTENANCE CHARGE**

The charge made for keeping in repair Cooperative-provided telephone equipment or facilities included as a part of the basic rates for the provision of telecommunications service.

**MAINTENANCE OF SERVICE CHARGE**

A charge made by the Cooperative for a visit to the customer's premises when a service difficulty or trouble report results from customer-provided equipment or facilities whether or not such equipment or facilities are legally connected in accordance with the provisions of the Member Services Tariff.

**MEMBER**

Any person, firm, association, corporation, or body politic or subdivision thereof that may be accepted by the members or Board of Directors and who agree to pay the membership fee and agrees to comply with and be bound by the Articles of Incorporation and By-Laws of the Cooperative and any rules and regulations adopted by the Board.

**MESSAGE**

A communication between two exchange access lines. Messages may be classified as local or toll

**MILEAGE**

The measurement (airline, route, etc.,) upon which a charge for the use of part or all of a circuit furnished by the Cooperative is based.

**MINIMUM CONTRACT PERIOD**

The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

**MISCELLANEOUS COMMON CARRIERS**

Communications common carriers which are not engaged in the business of providing either a public landline message telephone service or a public message telegraph service.

**MOVE**

A change in the location of the customer's equipment which may be on the same premises or may be a relocation of the service to another premises.

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**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**NETWORK CONTROL SIGNALING**

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status, and charging signals), address signaling (e.g., dialing), calling and called number identification and audible tone signals (call progress signals indicating reorder or busy conditions, alerting coin denominations, coin collect and coin return tones) to control the operation of switching machines in the telecommunications system.

**NETWORK CONTROL SIGNALING UNIT**

The terminal equipment furnished, installed and maintained by the Cooperative for the provisions of network control signaling.

**NETWORK FOR PROGRAM TRANSMISSION CHANNELS**

The channel facilities connecting two or more stations of a customer when at all times or at certain times the stations form a distinct operating group.

**NON-PUBLISHED TELEPHONE NUMBER**

A telephone number associated with an exchange station which, at the request of the customer, is not listed in the telephone directory and is not made available to the general public by the Cooperative.

**NONRECURRING CHARGE**

A one-time charge associated with certain installations, changes or transfers of services, either in lieu of or in addition to recurring monthly charges.

**NORMAL CENTRAL OFFICE**

See Serving Central Office.

**ONE PARTY SERVICE**

Any exchange access line designed for the provision of exchange service to one customer.

**OTHER COMMON CARRIER (OCC)**

This term denotes Specialized Common Carriers, Domestic and International Record Carriers and Domestic Satellite Carriers engaged in providing private line services as such carriers may be authorized by the Federal Communications Commission to provide.

**OTHER COMMON CARRIER TERMINAL LOCATION**

A discrete operational and equipment location of the OCC from which the OCC furnished and administers common carrier communications services to its patrons, to which the OCC and its agents have unrestricted access, over which the OCC has control and provides security and at which the OCC has the capability of testing the facilities operated or terminated at the location.

## DEFINITIONS OF TERMS

## II. TERMS (Continued)

## PAY TELEPHONE ACCESS SERVICE

A local exchange service available to pay telephone service providers that provides a two-way, or optionally, a one-way originating only access line composed of serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer premises, and the network interface.

## PERMANENT DISCONNECT

A discontinuance of service in which the facilities used in the service are immediately made available for use for another service.

## PERSON

Includes Individuals, partnerships, corporations, governmental bodies, associations and any other such entity.

## PERSON-TO-PERSON CALL

A service whereby the person originating the call specifies to the attending operator a particular person to be reached, a particular mobile station to be reached through a "Miscellaneous Common Carrier" attendant, or a particular station, department, or office to be reached through a PBX or Centrex attendant.

PREASSIGNED NUMBER

A telephone number preassigned before service is actually established.

## PREFERRED CALL FORWARDING

Allows the customer to transfer only selected calls from subscriber-specified directory numbers to another telephone number.

## PREMISES

Except in connection with inside moves, the same premises would consist of:

- (a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.
- (b) the portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public corridor or by space occupied by others.
- (c) the continuous property operated as a single farm whether or not intersected by a public road. In connection with inside moves, the same premises consists of the building or portion of a building occupied as a unit by the customer in the conduct of his business or as a residence or a combination thereof, and not intersected by a public thoroughfare, a corridor, or space occupied by others.

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## DEFINITIONS OF TERMS

## II. TERMS (Continued)

## PUBLISHED TELEPHONE NUMBER

A number which appears in the current telephone directory, or is scheduled to appear in a forthcoming telephone directory, and which also appears in the information records for general public information.

## RATE CENTER

A specified geographical location within an exchange area from which mileage measurements are determined for the application of rates between exchange areas.

# RECONNECT

The installation of telephone equipment that was previously disconnected and left in place.

## REFERENCE LISTING

The listing of a generally accepted name of a firm or corporation followed by a reference to another listing.

## REGISTERED PROTECTIVE CIRCUITRY

Separate, identifiable and discrete electrical circuitry designed to protect the telephone network from harm, which is registered in accordance with Part 68 of the FCC Rules and Regulations.

## REINSTALL

The installation of telephone equipment in which some part of station connection wiring, from the instrument to point of connection with the general distribution system, is reused.

## RELOCATE

See Move.

## REPEAT DIALING

Permits the customer to automatically redial the last outgoing telephone number dialed from the customer's line.

## RESERVED TELEPHONE NUMBER

A telephone number reserved for use by the customer at some undetermined future date.

## RESIDENCE EXCHANGE ACCESS LINE

An exchange access line used to provide exchange telephone service to residence customer.

## RESIDENTIAL SERVICE

Telecommunications service furnished to customers when the actual or obvious use is for domestic purposes.

**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**ROUTE MEASUREMENT**

The physical length of a circuit between two points.

**SERVICE CALL**

A visit to a customer's premises in connection with a service difficulty. See also Maintenance of Service Charge.

**SERVICE CHARGE**

A non-recurring charge applying to the provision of telephone service.

**SERVICE CONNECTION CHARGE (moved from Page 28)**

A non-recurring charge applying to the establishment of service for a customer and certain subsequent additions or changes to that service.

**SERVICE DROP**

Facilities used to connect aerial or underground distribution facilities to the point of entrance to the building where connection is made with the inside wires of a customer's telephone.

**SERVICE POINT**

A rate center (usually an exchange) in which a customer's station is located, or an interexchange channel terminated in a Cooperative office at the request of the customer. Where a station is not located in an exchange, the location of the station is considered to be an exchange for the purpose of this definition.

The point on the customer's premises where channels provided by or furnished to the customer terminate in transmitting and receiving terminal equipment or in switching equipment used, at least in part, for communications with stations or customer-provided terminal equipment located on the premises.

**SERVING CENTRAL OFFICE**

The central office from which a customer's telephone service is normally provided.

**SIGNAL CONDITIONING EQUIPMENT**

That equipment connected to a channel to condition signals generated by data terminal equipment.

**SIGNAL SOURCE**

A location at which video and audio baseband signals are supplied to a local distribution system or an interexchange system.

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**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**SINGLE CHANNEL (Half Duplex)**

A channel with the capability of transmission alternately in either direction, or for transmission in one direction only.

**SPECIAL CALL ACCEPTANCE**

Provides the customer the ability to screen incoming calls against a list of subscriber-specified directory numbers and then only accepts calls from those specified directory numbers.

**SUPERSEDURE OF SERVICE**

An applicant who otherwise qualifies for the immediate establishment of service may supersede the service of a customer discontinuing that service when the applicant is to take service on the premises where that is being rendered if a notice to that effect from both the customer and the applicant is presented to the Cooperative and if an arrangement, acceptable to the Cooperative, is made to pay outstanding charges against the service. The Cooperative may require such notice to be in writing.

**SUPPLEMENTAL CONTRACT**

A contract for service, equipment or facilities in addition to that provided for under the original contract.

**SUSPENSION OF SERVICE**

An arrangement made at the request of the customer or initiated by the Cooperative, for temporarily interrupting service. During the period of suspension, the Cooperative's equipment remains at the customer's premises in anticipation that normal service will be resumed at some future date.

**TARIFF**

The schedule of the Cooperative containing all rates, tolls and charges stated separately by type or kind of service and the customer class, and the rules and regulations of the Cooperative stated separately by type or kind of service and the customer class as filed with the Public Utility Commission of Texas.

**TELECOMMUNICATIONS SERVICES**

The various services offered by the Cooperative as specified in this tariff.

**TELEPHONE COOPERATIVE**

See Cooperative

**TELEPHONE NUMBER**

A numerical designation assigned to a telephone station for convenience in operation and identification. The telephone numbers include the number prefix of a central office, which is termed "Central Office Designation".

**DEFINITIONS OF TERMS**

**II. TERMS (Continued)**

**TELEPHONE OR TELECOMMUNICATIONS NETWORK**

The local telephone exchange and long distance message telecommunications facilities, or network; both inter and intrastate.

**TELEPHONE STATION**

Customer-owned equipment connected to a channel to transmit and/or receive voice communications and/or data signals.

**TEMPORARY DISCONNECTION**

See Suspension of Service

**TEMPORARY SERVICE**

The provision of service definitely known to be required for a short period of time (generally less than twelve consecutive months) such as service furnished to building contractors, service to a convention, and service for seasonal business including resorts.

**TERMINATION AGREEMENT**

An agreement between the Cooperative and the customer to provide or furnish certain PBX and other equipment and/or lines representing a comparatively high investment or in lieu of a contribution to construction for temporary service whereby the customer agrees to compensate the Cooperative in case the service is discontinued prior to the date specified in the agreement.

**TERMINATION CHARGE**

A charge made to liquidate a customer's obligations for termination of service prior to the expiration of the initial contract period.

**TERMINATION OF SERVICE**

The discontinuance of service or facilities (including channels and station equipment) provided by the Cooperative, either at the request of the customer or by the Cooperative under its regulations concerning cancellation for cause.

**TOLL MESSAGE**

A communication between two exchange access lines, the called access line being outside of the local or service area of the access line from which the message originates

**TOLL RATE**

The initial period charge prescribed for a toll message usually based upon a minimum initial period and distance between exchanges.

**DEFINITIONS OF TERMS**

**II. TERMS** (Continued)

**TOLL SERVICE**

That part of the total telephone service rendered by the Cooperative which is furnished between different local service areas in accordance with the rates and regulations specified by the Cooperative.

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**TWO-POINT INTRAEXCHANGE CHANNEL SERVICE**

A channel connecting two "Primary Terminations" in the same exchange.

**UNDERGROUND SERVICE CONNECTION**

A drop wire or cable which is run underground from a pole line or an underground distributing cable.

**VACATION RATE**

See Suspension of Service

**VOICE GRADE FACILITY**

A communications path typically used in the telecommunications industry for the transmission of voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hertz between two points comprised of any form or configuration of physical plant capable of transmitting and receiving of these frequencies.

**WATS**

See "Wide Area Telecommunications Service".

**WIDE AREA TELECOMMUNICATIONS SERVICE**

A service designed to meet the needs of customers who make or receive substantial volumes of long distance telephone calls. This service is provided only on an inward or outward basis.

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LOCAL EXCHANGE RATES AND SERVICES

I. DESCRIPTION OF OPERATIONS

Valley Telephone Cooperative, Inc. (or the Cooperative) is a non-profit telephone cooperative corporation that was chartered under the Texas Telephone Cooperative Act, April 22, 1952, and is rendering telecommunications service in the areas certificated to the Cooperative by Certificate of Convenience and Necessity No. 40088, as granted by the Public Utility Commission of Texas.

Any person, firm, association, corporation or body politic or subdivision thereof may become a member of Valley Telephone Cooperative, Inc. by agreeing to comply with and be bound by the Articles of Incorporation and By-Laws of the Cooperative and the Rules and Regulations adopted by the Board of Directors not inconsistent with law.

Valley Telephone Cooperative, Inc. maintains its primary office of operations at Raymondville, Texas. Exchange area maps are available upon request at the Cooperative's business office. All rules, regulations, and rates of the Cooperative apply to the listed exchanges below unless otherwise specifically noted in this Tariff.

The Cooperative provides local, intra-LATA toll, and special communications services throughout its service areas in seventeen (17) exchanges in sixteen (16) Texas counties.

The following exchanges are included in the Cooperative's Member Services Tariff:

**Exchange**

Annarose  
Artesia Wells  
Concepcion  
El Sauz  
Encino  
Fowlerton  
Hargill  
Lasara  
McCook  
Millet  
Mirando City  
Port Mansfield  
San Isidro  
San Miguel  
San Perilita  
Stillman  
Tilden

**Counties**

Duval, Jim Wells, Live Oak, McMullen  
La Salle, Webb, Dimmit  
Brooks, Duval  
Starr, Jim Hogg  
Brooks, Hidalgo  
McMullen, La Salle  
Hidalgo  
Willacy, Hidalgo  
Starr, Hidalgo  
Frio, Zavala, La Salle  
Webb, Jim Hogg, Zapata  
Willacy  
Starr, Hidalgo  
La Salle, Frio, Attacosa  
Willacy  
Willacy, Cameron, Hidalgo  
McMullen

LOCAL EXCHANGE RATES AND SERVICES

II. APPLICATION OF RATES AND CHARGES

A. General

The rates and charges listed in this Section apply to Local Exchange Rates and Services of the Valley Telephone Cooperative, Inc. (or the Cooperative) in its exchanges as specified on the Cooperative's exchange service area maps as approved and on file with the Public Utility Commission of Texas.

The furnishing of telecommunications services is also subject to the rates, charges, rules and regulations of this Member Services Tariff as it now exists or as it may be revised, added to or supplemented by superseding issues.

This tariff cancels and supersedes all other local exchange service tariffs issued and effective prior to the effective date of this tariff.

B. Regulations for Rates and Charges

Local Exchange Service rates and charges as specified in this Section are for basic local exchange service and facilities only. The rates for other ancillary services not specifically shown in this Section are presented in other Sections of this tariff.

Unless otherwise specified, the Rates and Charges in this Section are for a minimum contract period of one month. These rates and charges are payable in advance and provide unlimited flat rate calling within the exchange areas and into those exchanges to which service is provided without an additional charge. Where Extended Area Service (EAS) is provided, the monthly local exchange service rate includes all EAS charges and provided unlimited calling within the home exchange and all other exchanges as specified in the EAS calling scope.

Where mandatory Expanded Local Calling Service (ELCS) is provided, the monthly rate additives in Section 1, V., B. will apply to all residence and business customers in addition to the basic local exchange rates specified in Section 1, III. of this tariff.

LOCAL EXCHANGE RATES AND SERVICES

III. MONTHLY LOCAL EXCHANGE SERVICE RATES

<b>Exchange/ EAS Exchange(s)</b>	<b>Residential Access Line <sup>(1)</sup></b>	<b>Business Access Line <sup>(1)</sup></b>	<b>Key Trunk</b>	<b>PBX Trunk</b>
<b>Annarose</b> (361-566)	\$16.15	\$17.15	\$16.75	\$22.15
<b>Artesia Wells</b> (830-676) Cotulla (830-879)	\$16.15	\$17.15	\$17.75	\$26.65
<b>Concepcion</b> (361-539)	\$16.15	\$17.15	\$16.75	\$22.15
<b>El Sauz</b> (956-486)	\$16.15	\$17.15	\$16.75	\$22.15
<b>Encino</b> (361-568) Falfurrias (361-325)	\$16.15	\$17.15	\$17.75	\$26.65
<b>Fowlerton</b> (830-373)	\$16.15	\$17.15	\$16.75	\$22.15
<b>Hargill</b> (956-845) Edinburg (956-383) Lasara (956-642)	\$16.15	\$17.15	\$17.75	\$26.65
<b>Lasara</b> (956-642) Hargill (956-845) Raymondville (956-689)	\$16.15	\$17.15	\$17.75	\$26.65
<b>McCook</b> (956-842) San Isidro (956-481)	\$16.15	\$17.15	\$16.75	\$22.15
<b>Millet</b> (830-378) Dilley (830-965)	\$16.15	\$17.15	\$17.75	\$26.65

- (1) Rates for Access Line Service do not include a charge for an instrument or other customer premises equipment.



LOCAL EXCHANGE RATES AND SERVICES

III. MONTHLY LOCAL EXCHANGE SERVICE RATES (Continued)

<b>Exchange/ EAS Exchange(s)</b>	<b>Residential Access Line <sup>(1)</sup></b>	<b>Business Access Line <sup>(1)</sup></b>	<b>Key Trunk</b>	<b>PBX Trunk</b>
<b>Mirando City</b> (361-586)	\$16.15	\$17.15	\$16.75	\$22.15
<b>Port Mansfield</b> (956-944) San Perlita (956-248)	\$16.15	\$17.15	\$16.75	\$22.15
<b>San Isidro</b> (956-481) McCook (956-842)	\$16.15	\$17.15	\$16.75	\$22.15
<b>San Miguel</b> (830-466) Pearsall (830-334)	\$16.15	\$17.15	\$17.75	\$26.15
<b>San Perlita</b> (956-248) Port Mansfield (956-944) Raymondville (956-689) Stillman (956-743)	\$16.15	\$17.15	\$17.75	\$26.65
<b>Stillman</b> (956-743) Raymondville (956-689) San Perlita (956-248) Lyford (956-347)	\$16.15	\$17.15	\$18.75	\$28.15
<b>Tilden</b> (361-274)	\$16.15	\$17.15	\$16.75	\$22.15

- (1) Rates for Access Line Service do not include a charge for an instrument or other customer premises equipment.

**LOCAL EXCHANGE RATES AND SERVICES**

**IV. OPTIONAL EXTENDED CALLING SERVICE**

**A. Service Description**

The extended calling service plan is designed to expand the calling scope of specific exchanges to include certain other exchanges or calling areas. Customers who subscribe to the Optional Extended Calling Service plan may place one-way calls to exchanges without incurring a toll charge for an additional monthly fee. The monthly fee may be waived for governmental, educational, medical and other business customers as well as lifeline, low income and other residential customers as determined on an individual case basis by the Telephone Company.

**B. Regulations**

1. Extended calling service plans are available to single and multi-line business and residential customers.
2. Rates charged for extended calling service are in addition to local exchange access service rates as specified in subsection IV., F. of this tariff.
3. Extended calling service plans are not offered in connection with Foreign Exchange service, Party Line Service, and Pay Telephone Access Service.
4. The bridging of non-contiguous exchange service areas through the utilization of extended calling service is prohibited except as authorized pursuant to this tariff.
5. Extended calling service plans are not to be shared or resold.
6. When a customer with lines in a hunt line arrangement subscribes to the extended calling service plan, all lines in the hunt line arrangement must subscribe to the same plan.
7. Customers dial ten digits to place calls to exchanges included in the extended service calling areas. Calls made to the designated area must be dialed by the customer on a station-to-station sent paid basis without the assistance of a telephone company operator.
8. Collect, credit card, and third number billed called are not included in the extended calling service plan.

**LOCAL EXCHANGE RATES AND SERVICES**

**IV. OPTIONAL EXTENDED CALLING SERVICE (Continued)**

C. Corpus Christi - Optional Extended Calling Areas

Customers in the Cooperative's following exchanges will be able to call one-way to all exchanges in the Corpus Christi LATA:

Annarose  
Concepcion  
Encino  
Mirando City  
Tilden

D. San Antonio – Optional Extended Calling Areas

Customers in the Cooperative's following exchanges will be able to call one-way to all exchanges in the San Antonio LATA:

Artesia Wells  
Fowlerton  
Millet  
San Miguel

E. Brownsville - Optional Extended Calling Areas

Customers in the Cooperative's following exchanges will be able to call one-way to all exchanges in the Brownsville LATA:

El Sauz  
Hargill  
Lasara  
McCook  
Port Mansfield  
San Isidro  
San Perlita  
Stillman

F. Rates and Charges:

Monthly Recurring Rates:

	<u>Residential Access Line</u>	<u>Business Access Line</u>
MRC	\$30.00	\$36.00

**LOCAL EXCHANGE RATES AND SERVICES**

**IV. OPTIONAL EXTENDED CALLING SERVICE (Continued)**

**G. Service Charges**

1. If extended calling service is installed at the time of the initial service installation, either business or residence, no additional service charges apply.
2. Service charges as shown in Section 5 apply when extended calling service is added or changed after the initial service installation.

**LOCAL EXCHANGE RATES AND SERVICES**

**V. MANDATORY EXTENDED LOCAL CALLING SERVICE**

A. General

Extended Local Calling Service (ELCS) is an arrangement whereby communities expand their basic calling scope to include single or multiple exchanges as set forth in Substantive Rule 26.219.

ELCS is a non-optional service subject to the rate specified in below for residential and business customers. The monthly rate additives applicable to all residence and business customers located in the exchanges listed below are in addition to the monthly access line rates in Section 1, III. of this tariff.

B. Monthly ELCS Rates

<u>Exchange</u>	<u>Service Areas</u>	<u>Residential Access Line</u>	<u>Business Access Line</u>
Concepcion,	Premont, Falfurrias, San Diego, Alice and Benavides	\$3.50	\$7.00
El Sauz,	Edinburg, McAllen, Mission, Rio Grande City, and Roma	\$3.50	\$7.00
Encino	Kingsville and Premont	\$0.43	\$0.86
Hargill	Edcouch, McAllen, Pharr, and Weslaco	\$0.68	\$1.35
LaSara	Edcouch, Harlingen, and Lyford	\$1.66	\$3.32
McCook	Edinburg, McAllen, Mission, and Pharr	\$3.50	\$7.00
Millett	Pearsall	\$1.28	\$2.56
Mirando City	Bruni, Hebbronville, and Laredo	\$1.19	\$2.37
McCook	Edinburg, McAllen, Mission, Pharr	\$3.50	\$7.00
San Isidro	Rio Grande City, McAllen, Edinburg, and Mission	\$1.17	\$2.33
San Miguel	Charlotte, Dilley, Devine, Jourdanton, and Pleasanton	\$1.50	\$3.00
San Perlita	Harlingen and Lyford	\$0.29	\$0.60
Stillman	Harlingen	\$0.93	\$1.86
Tilden	George West, Jourdanton, Three Rivers	\$3.50	\$7.00

**LOCAL EXCHANGE RATES AND SERVICES**

**VI. LIFELINE PROGRAM**

The Lifeline Program is a retail local service offering designed to make telephone service available at reduced rates to qualifying low-income customers.

**A. General**

Consumers qualifying for Lifeline Service are offered the services or functionalities enumerated in 47 Code of Federal Regulation §54.101 (relating to Supported Services for Rural, Insular and High-Cost Areas).

1. The Cooperative shall offer toll restriction at no charge to all qualifying low-income consumers at the time such consumers subscribe to Lifeline Service. If the consumer elects to receive toll restriction, that service shall become part of the consumer's Lifeline Service.
2. A customer otherwise eligible to receive the Lifeline Service shall not be prohibited from obtaining and using telecommunications equipment and services designed to aid such customer in utilizing qualifying telecommunications services.
3. Lifeline Service rate reductions only apply to basic service and do not apply to non-basic services such as long distance service, which may or may not be tariffed. Customers may subscribe to non-basic services, including bundled services where available, at their discretion, although the Lifeline Service reduction only applies to the basic service charge in the bundled service.
4. The Lifeline Service rate reductions do not apply to service connection charges as set forth in Section 5 of this tariff.
5. Lifeline Service will not be available on a retroactive basis except as directed by Low income Discount Administrator or the Commission.
6. The Cooperative will waive monthly number portability charges, subject to its tariff, for the Lifeline customer.

**LOCAL EXCHANGE RATES AND SERVICES**

**VI. LIFELINE PROGRAM (Continued)**

The Lifeline Program is retail local service offering designed to make telephone service available at reduced rates to qualifying low-income customers.

**B. Eligibility Requirements**

1. The discounted service will be provided for one residential telephone line per household, at the subscriber's principal place of residence.
2. The applicant must certify that their annual household income is at or below 150% of the federal poverty guidelines, be an eligible resident of Tribal lands, or participate in, or have a person or child who resides in the customer household who participates in a program identified in Chapter 47 of Federal Regulations §54.409 and in P.U.C. Substantive Rule §26.412 regarding consumer qualification for Lifeline.
3. Procedures for Establishing Lifeline Discounts
  - a. Consumers within the Cooperative's service area identified as eligible for Lifeline Service by the Texas Low-Income Discount Administrator (LIDA) through the automatic enrollment process under Commission Substantive Rule §26.412, shall be provided Lifeline Service discounts, unless the Cooperative receives a customer request to be excluded from such discounts.
  - b. The LIDA shall provide the Cooperative with an initial list of consumer eligible for Lifeline Service and shall provide an updated list to the Cooperative on a monthly basis.
  - c. Consumers who do not participate in one of the designated programs but who meet income qualifications having an income at or below 150% of the federal poverty guidelines, may establish eligibility for Lifeline Service by contacting the LIDA and receive Lifeline Service discounts within 30 days of proof of eligibility.

**LOCAL EXCHANGE RATES AND SERVICES**

**VI. LIFELINE PROGRAM (Continued)**

**B. Eligibility Requirements (Continued)**

**3. Procedures for Establishing Lifeline Discounts (Continued)**

- d. The discontinuance of the Tel-Assistance program effective September 1, 2001 allows the Cooperative to move a Tel-Assistance customer to Lifeline Service.

**4. Provision of Service**

- a. The Cooperative shall provide Lifeline Service to all eligible consumers identified by the LIDA within its service area if the consumer is a customer of the Cooperative. Within 30 days after receipt of the list, the Cooperative shall begin reduced billing for eligible low-income consumer subscribing to qualifying services.
- b. If the eligible consumer changes the telephone service to qualifying services or initiates new qualifying service, the Cooperative shall begin reduced billing at the time the change of service becomes effective or at the time the new service is established.
- c. The Cooperative will discontinue Lifeline Service discounts upon notice by the LIDA that a customer is no longer eligible.
- d. The Cooperative has provided a confidentiality agreement to the LIDA providing Lifeline Service specifying the use of confidential client information is solely for providing Lifeline Service.

**C. Deposit Requirements**

The deposit requirement will be waived for Lifeline Service applicants who voluntarily elect to subscribe to Toll Restriction Service.



**LOCAL EXCHANGE RATES AND SERVICES**

**VI. LIFELINE PROGRAM (Continued)**

The Lifeline Program is retail local service offering designed to make telephone service available at reduced rates to qualifying low-income customers.

**D. Lifeline Service Discounts**

1. Eligible consumers who subscribe to Lifeline Service will receive the following discounts:
  - a. Federal Lifeline support amount. The Cooperative shall grant qualifying low-income consumer's support of \$9.25 per month or equal to the support amount as directed by the Federal Communications Commission in Chapter 47 of the Code of Federal Regulations regarding Lifeline Support.
  - b. State Support Amount. The Cooperative shall grant qualifying low-income consumers the state-approved reduction of up to \$3.50 in the monthly amount of intrastate charges due.

**E. Service Charges**

1. Service Charges do not apply when eligible customers with existing residential service convert to Lifeline Service.
2. Service Charges apply when:
  - a. At the time Lifeline Service billing is initiated, where existing eligible residential local exchange access service customers request additional features, such as special or custom calling features.
  - b. A customer receiving Lifeline Service voluntarily elects to convert to telephone service arrangement which preclude Lifeline Service eligibility.
  - c. New residential applicants (those without existing local exchange access service) eligible for the Lifeline Program will be subject to applicable service charges as specified in Section 5 of this tariff.
3. Any subsequent moves or changes after the initial connection to Lifeline Service will be subject to applicable service charges.

**F. Payments and Disconnection of Service**

1. The Cooperative may not disconnect Lifeline Service for nonpayment of toll charges.
2. A Lifeline customer is required to adhere to the same bill payment policies applicable to all of the Cooperative's customers.

**LOCAL EXCHANGE RATES AND SERVICES**

**VII. PREPAID LOCAL TELEPHONE SERVICE**

**A. General**

1. Prepaid Local Telephone Service (PLTS) is a telecommunications service assistance program available to eligible residential telephone service subscribers as a one-time option.
2. PLTS is offered by the Cooperative in accordance with the P.U.C. Subst. R. 26.29.
3. Regulations contained in this tariff Section apply to PLTS only.
4. Customers subscribing to PLTS will receive the following services:
  - a. Voice grade dial tone residential service;
  - b. Mandatory services where offered by the Cooperative, including extended area service (EAS), extended metropolitan service (EMS) or extended local call service (ELCS);
  - c. tone dialing service;
  - e. access to 911 service;
  - e. access to dual party relay service;
  - f. the ability to report service problems seven days a week;
  - g. access to the business office;
  - h. one primary residential directory listing;
  - i. toll blocking service; and
  - j. non-published listing service and non-listed service, if offered by the Cooperative, at the customer's option.

**LOCAL EXCHANGE RATES AND SERVICES**

**VII. PREPAID LOCAL TELEPHONE SERVICE**

**B. Explanation of Terms**

The following terms when used in this Section shall have the following meaning unless the context clearly indicates otherwise:

1. Basic Local Telecommunications Service – Includes services listed in Section VII. A. 4. of this tariff.
2. Disconnection of telephone service – The period after which a customer's telephone number is deleted from the central office switch and databases.
3. Service connection charge – A charge applied by the Cooperative to connect service to a customer's telephone line after it has been disconnected by the Cooperative.
4. Service restoral charge – A charge applied by the Cooperative to restore service to a customer's telephone line after service has been suspended by the Cooperative.
5. Suspension of telephone service – The period during which the customer's telephone line does not have dial tone but the customer's telephone number is no deleted from the central office switch and databases.
6. Toll blocking – Blocking of a customer's access to toll providers and toll services.
7. Usage-sensitive blocking – Blocking of a customer's access to services which are charges on usage sensitive basis for completed calls. Such services include, but are not limited to, call return, call trace, and auto redial.

**LOCAL EXCHANGE RATES AND SERVICES**

**VII. PREPAID LOCAL TELEPHONE SERVICE**

**C. Eligibility Requirements for PLTS**

**1. PLTS is available to:**

Current or former residential customers, only:

- a. Former customers whose application would otherwise be denied due to indebtedness to any dominant certificated telecommunications utility (DCTU) or other telecommunications carrier.
- b. Current customers - Residential customers of the Cooperative who have not been disconnected from the network but who have received a notice concerning the availability of PLTS following suspension of service for non-payment for services.

**2. PLTS may not be provided to current or former customers must who have previously received PLTS from the Cooperative.**

**3. PLTS is not available for business customers.**

**4. Procedures for Establishing Eligibility**

- a. To subscribe to PLTS, current or former customers must request PLTS from the Cooperative during the Cooperative's regular business hours.
- b. The Cooperative shall confirm the customer's subscription to PLTS within 24 hours of a customer's initiated inquiry by mailing a confirmation letter explaining the PLTS plan in detail.

**LOCAL EXCHANGE RATES AND SERVICES**

**VII. PREPAID LOCAL TELEPHONE SERVICE (Continued)**

**D. Provision of Service**

1. The customer subscribing to PLTS shall have mandatory toll blocking and usage sensitive blocking, if necessary, placed on the customer's telephone line.
2. The customer subscribing to PLTS shall not place or receive calling, including intraLATA and interLATA long distance or other usage-sensitive services, for which additional charges are billed to the customer's telephone number by the Cooperative, through tariffs or contracts. The PLTS customer shall not subscribe to any services offered by the Cooperative other than those included in PLTS, as defined in VII. A. 4. of this tariff.

**E. Rates for PLTS Customers**

1. The recurring monthly rates for customers subscribing to PLTS include the applicable residential tariffed rate for services described in subsection A. 4. of this tariff; any tariffed charges non-listed or non-published service, if offered by the Cooperative and if requested by the customer; and any surcharges and fees authorized by a governmental entity that are billed by the Cooperative. These surcharges include, but are not limited to, 911, subscriber line charge, sales tax, and municipal fees.
2. Nonrecurring rates shall include all appropriate service connection or service restoral charges, which will be applied under the following conditions:

**a. Service connection charges**

Where a former customer was disconnected from basic local service without a suspension period prior to disconnection, and the customer subsequently subscribes to PLTS, the Cooperative will defer the service connection charge if the former customer subscribes to PLTS within 10 days from the date the Cooperative mails a termination notice that describes PLTS eligibility to that former customer.

The deferred service connection charge will be due when the PLTS subscriber leaves PLTS service to return to basic local services.

**b. Service restoral charges**

Where a current customer's service was suspended for non-payment, service restoral charges will be due when the PLTS subscriber leaves PLTS service to return to basic local service.

3. The Cooperative shall not assess late charges on PLTS subscribers.

**LOCAL EXCHANGE RATES AND SERVICES**

**VII. PREPAID LOCAL TELEPHONE SERVICE (Continued)**

**F. Payments Under PLTS**

1. The PLTS subscriber is required to make an initial payment for service. This payment cannot exceed charges for two months of service under the PLTS plan described in this tariff, and any applicable non-recurring service connection or restoral charges.
2. Subsequent monthly recurring payments by the PLTS subscriber shall not exceed the rates for one month of service under PLTS.
3. The due date for subsequent monthly payments for PLTS shall be based upon the Cooperative's regular monthly billing cycle.
4. A PLTS customer may also be required to make payments under the deferred payment plan as described in subsection G. of this tariff.

**G. Deferred Payment Plan for PLTS**

1. As a condition of receiving PLTS, the Cooperative may require a PLTS applicant to enter into a deferred payment plan for any outstanding debt owed to the Cooperative for the same services previously received under basic local telecommunications service and now subscribed to under PLTS. The deferred payment plan for PLTS shall not include any outstanding debt for any services that will not be received by the customer under PLTS, including but not limited to, intraLATA and interLATA long distance services.
2. The Cooperative shall determine the amount the PLTS subscriber owes for basic local services previously received and which the customer subscribes to under PLTS. The Cooperative will not apply any undesignated partial payment made by the PLTS subscriber prior to PLTS subscription to the amount owed the Cooperative for services previously received under basic local service and to which the customer subscribes under PLTS. The Cooperative will not reallocate undesignated partial payments to amounts yet to be incurred for basic local telecommunications service.
3. If the Cooperative is unable to determine the amount of outstanding debt owed for the services previously received under basic local service and now subscribed to under PLTS, the Cooperative shall not require an applicant to enter into a PLTS deferred payment plan.

**LOCAL EXCHANGE RATES AND SERVICES**

**VII. PREPAID LOCAL TELEPHONE SERVICE (Continued)**

**G. Deferred Payment Plan for PLTS (Continued)**

4. Monthly payments under the PLTS deferred payment plan will be established as follows:

- a. The amount of the monthly payment shall not exceed the greater of \$10 or one-twelfth of the outstanding debt.
- b. The initial deferred payment shall be billed beginning with the third billing cycle after initiation of PLTS service and thereafter will be billed on a monthly basis.

**H. PLTS Subscriber Deposits**

The Cooperative shall not require a deposit from any applicant for PLTS.

**I. Disconnection of PLTS**

**1. Disconnection With Notice**

The Cooperative shall disconnect PLTS after notice for any of the following reasons:

- a. Failure to comply with the terms of a PLTS deferred payment plan;
- b. Upon conclusion of all periods for which an advance payment has been applied to the PLTS account and when the customer's PLTS account has a zero balance; or
- c. Violation of the Cooperative's rules pertaining to the use of PLTS in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.

**2. Disconnection Without Notice**

- a. The Cooperative shall immediately disconnect PLTS without notice for any of the following reasons:
  - (1) If the PLTS subscriber accrues new billable charges for toll or other services on their telephone bill;
  - (2) Where a known dangerous condition exists for as long as the condition exists; or

**LOCAL EXCHANGE RATES AND SERVICES**

**VII. PREPAID LOCAL TELEPHONE SERVICE (Continued)**

2. Disconnection Without Notice (Continued)
  - a. The Cooperative shall immediately disconnect PLTS without notice for any of the following reasons: (Continued)
    - (3) Where service is connected without authority by a person who has not applied for the service or who has reconnected service without authority following termination of service.
  - b. The Cooperative shall immediately disconnect PLTS without notice for any of the following reasons:
    - (1) If the PLTS subscriber accrues new billable charges for toll or other services on their telephone bill;
    - (2) Where a known dangerous condition exists for as long as the condition exists; or
    - (3) Where service is connected without authority by a person who has not applied for the service or who has reconnected service without authority following termination of service.
  - c. The Cooperative shall send a final notice to a PLTS customer who has been disconnected pursuant to the provisions of this subsection, stating that the customer has been permanently disconnected from PLTS and that the customer shall no longer be eligible for PLTS from the Cooperative. The notice shall also state the terms and conditions that the customer must satisfy before the customer can return to basic local service.

**J. Return of PLTS Subscriber to Basic Local Service**

1. The PLTS subscriber may return to the Cooperative's basic local service providing that the customer has:
  - a. Paid all outstanding debt in full to the Cooperative, including indebtedness for the carriage charges of interexchange carriers where the Cooperative bills those charges pursuant to tariffs of contracts; and
  - b. Paid all bills for PLTS.



**LOCAL EXCHANGE RATES AND SERVICES**

**VII. PREPAID LOCAL TELEPHONE SERVICE (Continued)**

**J. Return of PLTS Subscriber to Basic Local Service (Continued)**

2. The Cooperative shall notify the PLTS subscriber upon satisfaction of the obligations above that:
  - a. The customer is eligible to return to basic local service without PLTS restrictions;
  - b. The customer may request basic local service including toll blocking and or usage-sensitive blocking, if applicable, at the Cooperative's tariffed rate and that such services may be removed at any time upon the customer's request; and
  - c. The customer must contact the Cooperative to return to basic local service.
3. In addition to the requirements stated in this subsection, in order to return to basic local service the PLTS customer must:
  - a. Request subscription from the Cooperative for basic local service; and
  - b. Pay the service restoral fee or service connection charges as described in Section VII. E. of this tariff, if applicable and assessed by the Cooperative.

**LOCAL EXCHANGE RATES AND SERVICES**

**VIII. PACKAGED OFFERINGS**

A. General

1. The following package is only available to qualifying existing or new residential customers. All requests for service are subject to the General Rules and Regulations found in Section 3 of this Member Services Tariff.
2. Applicable service charges as specified in Section 5 of this Member Services Tariff apply unless otherwise indicated herein.
3. Descriptions of the individual service features contained in the following package may be found in Section 7, V. and VIII.
4. This package cannot be used to qualify the customer for any other tariff feature package.
5. The services are furnished only where adequate and suitable facilities permit.
6. Features included in Packaged Offerings described below are subject to the general rules and regulations specified for such features in other areas of this tariff.

B. Description

1. Valley Save-A-Bundle is available to all residential local exchange customers.

The Valley Save-A-Bundle package includes the following:

- 2 Residential Local Exchange Access Lines
- The customer's choice of any or all of the following features, per line:
  - Caller ID (Calling Name and Number Delivery)
  - Call Waiting
  - Call Waiting ID
  - Call Waiting with Cancel
  - Three-Way Calling

C. Rates and Charges

Monthly Rate <sup>(1) (2)</sup>

\$19.99

- (1) The rates quoted in this Section are for periods of one month, payable in advance and provide unlimited flat rate calling within the local calling scope, as defined in Section 1 of this Member Services Tariff.
- (2) Rates shown herein do not include all applicable taxes, fees and surcharges or other applicable tariffed charges such as the End User Subscriber Line Charge, the Federal Universal Service Fund Charge or the Extended Local Calling Service Charge, if applicable.