# POKA LAMBRO TELEPHONE COOPERATIVE, INC.

Tahoka, Texas

SECTION 3
Contents
2nd Revised Page 1

Replacing 1st Revised Page 1

# MEMBER SERVICES TARIFF GENERAL RULES AND REGULATIONS

#### **CONTENTS**

APPLICATION OF TARIFF	1	
OBLIGATION AND LIABILITY OF THE COOPERATIVE Availability of Facilities Responsibility of the Cooperative Service Interruptions Transmitting Messages Use of Connecting Company Lines Defacement of Premises E911 Service	2 2 2 3 3 4 4 4	N
CLASSIFICATIONS OF SERVICE Business Classification Residence Classification	4.3 5 6	Е
CUSTOMER RELATIONS Information to Customers Customer Complaints	7 7 9	
APPLICATION FOR MEMBERSHIP AND SERVICE Application and Requirements for Membership in Cooperative Application and Contracts for Service Order of Precedence in Furnishing Telephone Service Unusual Installation Costs	9 9 10 12 12	
ESTABLISHMENT AND MAINTENANCE OF CREDIT  Conditions of Credit  Applicant Deposit  Deposit for Temporary or Seasonal Service and for Weekend Residences Record of Deposit  Interest on Deposits  Refund of Deposit  Reestablishment of Credit  Complaint by Applicant or Customer	12 12 12 15 15 16 16 17	
REFUSAL OF SERVICE Compliance by Applicant Applicant's Recourse Insufficient Grounds for Refusal of Service	17 17 18 18	

By: David McEndree

Title:

Chief Executive Officer

PUBLIC UTILITY COMMISSION OF TEXAS

**EFFECTIVE** 

Jan 23, 2016 <u>Tariff No. 45521</u>

TARIFF CLERK

Tahoka, Texas

SECTION 3

Contents

7th Revised Page 2

Replacing 6th Revised Page 2

#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

#### CONTENTS

ESTABLISHMENT AND USE OF SERVICE AND FACILITIES	19
Ownership and Use of Equipment	19
Access to Customer's Premises	19
Resale of Services	19
Installations at Hazardous Locations	19
Telephone Numbers	19
Alterations	20
Maintenance and Repairs	20
Unauthorized Attachments or Connections	21
Use of Customer Telephone Service	21
General	21
Unlawful Use of Service	22
Use of Automatic Dial Announcing Devices	22
Use of Profane Language or Impersonation of	
Another	22.3
Abusive or Fraudulent Use of Service	23
Limited Communications	23
Indemnification	23
Payment of Charges for Services and Facilities	24
Billing and Payment for Service	24
Adjustment of Charges	25
Adjustment of Charges for Service Interruptions	26
Application of Texas Prompt Payment Act	26.1
Suspension and Termination of Customer Service	26.1
Suspension of Service by the Cooperative	27.1
Reasons for Which Service May Not Be Disconnected	29
Provision for Restoration of Service Charge	1 SON SO 10 10 10 10 10 10 10 10 10 10 10 10 10
Suspension of Service by Customer's Request	3:0
Termination of Service	30
Cooperative-Initiated Toll Blocking	31
Special Charges, Fees, and Taxes	<b>3(1</b> , j)
Texas Universal Service Fund	31.0
Municipal Franchise Fees	32)
Telecommunications Infrastructure Fund	3 24 (
	2
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#### GENERAL RULES AND REGULATIONS

#### I. APPLICATION OF TARIFF

- A. The rules and regulations specified herein are in addi-TM tion to those contained in the Long Distance Message Telecommunications Service Tariff, the Wide Area Telecommunications Service Tariff and the Private Line Services and Channels Tariff. They apply to the intrastate services and facilities furnished by the Poka Lambro Rural Telephone Cooperative, Inc., hereinafter referred to as the Cooperative. Failure on the part of the customers to observe these rules and regulations of the Cooperative, after due notice of such failure, automatically gives the Cooperative the authority to discontinue the furnishing of service as hereinafter provided.
- B. In the event of a conflict between any rate, rule, regulation or provision contained in these General Rules and Regulations and any rate, rule, regulation or provision contained in this Tariff, the Long Distance Message Telecommunications Service Tariff, the Wide Area Telecommunications Service Tariff, or the Private Line Services and Channels Tariff the rate, rule, regulation or provision contained in the specific tariffs shall prevail.
- C. These Tariffs cancel and supersede all other Tariffs of N the Cooperative issued and effective prior to the effective date shown on the individual sheets of this Tariff.
- D. Should there be any conflict between this Tariff and the Rules and Regulations of the Public Utility Commission of Texas, the Public Utility Commission rules shall apply unless otherwise established by the courts.

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#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

#### II. OBLIGATION AND LIABILITY OF THE COOPERATIVE

#### Α. Availability of Facilities

The Cooperative's obligation to furnish exchange TM and toll service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary lines, circuits, and equipment. The charges specified in this Tariff do not contemplate work being performed by the Cooperative employees at a time when overtime wages apply, due to the request of the customer, nor do they contemplate work once begun being interrupted by the customer. If the customer requests that overtime labor be performed or interrupts work once begun, an additional charge, based on the additional costs involved applies.

It shall be the intent of the Cooperative to N party telephone service as indicated in the loan provide one contract with the Rural Electrification Administration, 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. 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.

#### В. Responsibility of the Cooperative

The responsibility of the Cooperative is limited to TM furnishing and maintaining the facilities required to provide the telecommunication service needs of its customers. 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 customers assume all risks connected with the service as the Cooperative cannot guarantee the uninterrupted working of its facilities.

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# POKA LAMBRO TELEPHONE COOPERATIVE, INC.

Tahoka, Texas

SECTION 3 1st Revised Page 3 Replacing Original Page 3

# MEMBER SERVICES TARIFF GENERAL RULES AND REGULATIONS

# II. OBLIGATION AND LIABILITY OF THE COOPERATIVE (Continued)

# C. Service Interruptions

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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 customers to provide necessary service to Civil Defense or other emergency agencies on a temporary basis until normal service to these agencies can be restored.

# D. Transmitting Messages

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The Cooperative will not transmit messages, but offers the use of its facilities where available for communications between its customers. The Cooperative will not be liable for errors in transmission or for failure to establish connections. Employees of the Cooperative are forbidden to accept either oral or written messages to be transmitted over the lines of the Cooperative.

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By:

David McEndree

Title: Chief Executive Officer

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# MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

# II. OBLIGATION AND LIABILITY OF THE COOPERATIVE (Continued)

## E. 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.

## F. Defacement of Premises

The Cooperative shall exercise due care in all work done on customer's premises. No liability shall attach to the Cooperative by reason of any defacement or damage to the customer'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.

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# MEMBER SERVICES TARIFF GENERAL RULES AND REGULATIONS

## II. OBLIGATION AND LIABILITY OF THE COOPERATIVE (Continued)

#### G. E911 Service

# 1. Description

- a. 911 is the three-digit telephone number designated throughout the United States as the emergency telephone number to be used by the public to obtain law enforcement, medical, fire, rescue, and other emergency services.
- b. 911 Service enables a caller dialing 9-1-1 from a station with access to the local exchange telephone network, arranged to provide access to 911 Service, to be automatically connected to the appropriate Public Safety Answering Point (PSAP). A PSAP is the communications facility, designated for a specific territory, to which 911 calls are routed for response.
- c. E911 (or Enhanced 911) Service automatically routes 911 calls to a PSAP and provides the calling telephone number and Registered Location, and may also provide the name of the telephone access line subscriber and the names of the Emergency Response Agencies with responsibility for the caller's location. A Registered Location is defined as the most recent information obtained by the Company that identifies the physical location of an end user.
- d. Where access to E911 Service is provided over Internet Protocol (IP) technologies, the E911 Service may not operate during a power outage, and may not be restored until power is restored and end user equipment is reset. The IP-based E911 Service also will not operate if the customer's broadband connection is disrupted. If the customer moves the telephone equipment to a location other than the Registered Location, as defined herein, the E911 Service will not route the emergency call to the appropriate PSAP and provide the appropriate end user address. The Customer is responsible for updating their Registered Location information to ensure that IP E911 Service functions properly.

By: David McEndree

Title: Chief Executive Officer

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Jan 23, 2016 Tariff No. 45521
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Tahoka, Texas Original Page 4.2

# MEMBER SERVICES TARIFF GENERAL RULES AND REGULATIONS

### II. OBLIGATION AND LIABILITY OF THE COOPERATIVE (Continued)

#### **G. E911 Service** (Continued)

### 2. Regulations and Liability Information

- a. E911 Service is regulated by the Texas Commission on State Emergency Communications.
- b. The telephone subscriber forfeits the privacy afforded by nonlisted and nonpublished service to the extent that subscriber information associated with the originating station location are furnished to the PSAP. The telephone subscriber (published and nonpublished) consents to the storage and retention of the subscriber name, telephone number and address in the E911 database and also consents to access to this information by PSAPs and Emergency Response Agencies for the sole purpose of responding to an emergency call.
- c. The Company makes no warranty that access to E911 will be uninterrupted, timely, secure, or error-free, or, in the case of IP-based E911, that battery backup power will be sufficient to maintain the service throughout any and/or all power outages.

By: David McEndree

Title: Chief Executive Officer

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Jan 23, 2016 <u>Tariff No. 45521</u>

TARIFF CLERK

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## II. OBLIGATION AND LIABILITY OF THE COOPERATIVE (Continued)

## **G. E911 Service** (Continued)

#### 3. Rates and Charges

- a. No charge will be applied by the Cooperative to the calling party for calls placed to the 9-1-1 telephone number.
- b. A monthly 911 Service Fee will be imposed on each non-exempt "local exchange access line" or its equivalent as defined by the Texas Commission on State Emergency Communications. The amount of the fee varies by region and is set by the Texas Commission on State Emergency Communications.
- c. Where the 911 Service Fee does not fully offset the cost of 911 Service, a monthly 911 Equalization Surcharge will be imposed on each non-exempt "local exchange access line" or its equivalent, as defined by the Texas Commission on State Emergency Communications. The amount of the fee is set by the Texas Commission on State Emergency Communications
- d. Remittance of the 911 Service Fee is generally determined by the physical location of the customer's telephone. In the case of a customer receiving IP service that is nomadic, in that it can be accessed from any broadband connection, the situs for determining the applicable 911 Service Fee is the customer's billing address.

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Jan 23, 2016 <u>Tariff No. 45521</u>

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By: David McEndree

Title: Chief Executive Officer

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Tahoka, Texas Original Page 4.4

# MEMBER SERVICES TARIFF GENERAL RULES AND REGULATIONS

#### III. 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 customer service as distinguished from services either jointly provisioned to an end use customer or purchased for resale or for providing service to third parties or 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 customer as business or residence service, in compliance with this Tariff, as deemed necessary.

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#### PUBLIC UTILITY COMMISSION OF TEXAS

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Jan 23, 2016 Tariff No. 45521

TARIFF CLERK

By: David McEndree

Title: Chief Executive Officer

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#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

# III. CLASSIFICATIONS OF SERVICE (Continued)

#### 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 customer 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.
- 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.

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# GENERAL RULES AND REGULATIONS

# III. CLASSIFICATIONS OF SERVICE (Continued)

# Business Classification (Continued)

6. Any important index of the character of use of the N service is usually found in the application of the customer 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. N

#### В. Residence Classification

Residence rates apply whenever the use of the service TM 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:

- In a private residence where business listings are not provided.
- In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.
- 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 customer does not maintain an office in the residence.

In churches where the telephone is not accessible N for public patronage, as in pastors' studies.

- 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.
- In Fire Department dormitories or sleeping quarters where the telephone number is not published, and the telephone is not available for use by the general public.

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#### GENERAL RULES AND REGULATIONS

# III. CLASSIFICATION OF SERVICE (Continued)

## B. Residence Classification (Continued)

Residential Rates apply at the following locations: (Continued)

- 7. Residential rates are applicable to all charitable N 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 of such buildings. The applicant is responsible for furnishing proof of its charitable classification by the State of Texas.
- 8. Use of designations such as ranch, farm, lakehouse, or other similar designations in a customer'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 customer 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.
- 9. In locations for convenience of administration of schools and libraries.

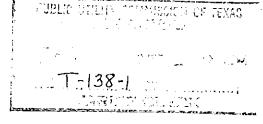
## IV. CUSTOMER RELATIONS

#### A. Information to Customers

1. 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 Commission inspection during normal working hours.

(Continued on next page)

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## GENERAL RULES AND REGULATIONS

# IV. CUSTOMERS RELATIONS (Continued)

# A. Information to Customers ((Continued)

Each business office shall have available up-to-date N 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.

- 2. Upon request of an applicant for residential service, if applicant requests to be informed of the lowest-priced service alternatives available, the applicant shall be informed of the Cooperative's lowest-priced alternatives available at the applicant's location giving full consideration to equipment options and installation charges, if any, incident thereto.
- 3. The Cooperative shall notify customers affected by a change in rates or schedule of classification.
- 4. 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.
- 5. The Cooperative will furnish such additional information on rates and services as the customer may reasonably request.
- 6. 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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SECTION 3

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#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

#### VI. CUSTOMER RELATIONS (Continued)

#### B. Customer Complaints

- 1. Upon complaint to the Cooperative by a customer 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.
- 2. Upon receipt of a complaint, either by letter or by telephone, from the Commission on behalf of the customer, the Cooperative shall make a suitable investigation and advise the Commission of the results thereof. Initial response to the Commission must be made within twenty-one (21) days. The Commission encourages all customer 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.

#### V. 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 Poka Lambro 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.

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#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

- V. APPLICATION FOR MEMBERSHIP AND SERVICE (Continued)
  - A. Application and Requirements for Membership in the Cooperative. (Continued)
    - 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.
    - 4. Pay a membership fee of \$50.00.

Provided, however, that no person, firm, association, corporation, or body politic, or subdivision thereof shall become a member unless and until all qualifications of 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 and Contracts for 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 customer and the Cooperative. Requests by the customer 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 4). The Cooperative does not discriminate on the N basis of race, nationality, color, religion, sex or maritial I status.

2. Applicants are required to pay the membership fee M and if required; a deposit as necessary for establishment of | credit in advance at the time application is made.

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#### GENERAL RULES AND REGULATIONS

# V. APPLICATION FOR MEMBERSHIP AND SERVICE (Continued)

- B. Applications and Contracts for Service (Continued)
- 3. All charges for the first billing period for TM exchange service and equipment, service connection and installation charges and special charges, if applicable, may also be required to be paid in advance.
- 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 in connection with Key System service, PBX service, or special (non-standard) types or arrangements of equipment at the same location, or for unusual construction necessary to meet special demands involving extra costs. (See Termination Agreement Form, Exhibit B, Section 4.)
- 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.

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### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

## V. APPLICATION FOR MEMBERSHIP AND SERVICE (Continued)

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

#### VI. ESTABLISHMENT AND MAINTENANCE OF CREDIT

#### A. Conditions of Credit

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

- 1. The Cooperative may require a residential applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the customer from complying with rules for prompt payment of bills.
- 2. Credit worthiness shall be applied equally to a spouse immediately following divorce for twelve months divorce who established credit through shared service during the last 12 months prior to divorce.

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Issued By: Dave McEndree, CEO

Box 1340, Tahoka, TX 79373

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#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

# VI. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)

# B. Applicant Deposit

- 1. A residential applicant shall not be required to pay a deposit subject to the following rules:
- a. If the applicant has been a customer of any telephone company 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 bills for such telephone service was paid after becoming delinquent and never had service disconnected for non-payment.
- b. If the 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 customer 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) The third party guarantor may also be a financial institution known to the Cooperative and which guarantee is in writing and signed by a duly authorized officer of such financial institution.
- 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 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.

Issued By: Mickey Sims, General Manager Box 1340, Tahoka, TX 79373 Effective:

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#### GENERAL RULES AND REGULATIONS

# VI. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)

- B. Applicant Deposit (Continued)
  - 1. (Continued)
- f. A deposit shall not be required for subscription to Prepaid Local Telephone Service.
- g. The total of all deposits shall not exceed an amount equivalent to one-sixth of the estimated annual billing, except as provided in Sec. 11 relating to Prepaid Local Telephone Service. The estimated annual billings may include charges that are in a utility'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.
- h. In determining the amount of any deposit permitted by this section, no revenue from non-tariffed products or services may be used.
- i. Estimated billings to determine the deposit amount shall not include long distance charges for residential applicants and customers.
- 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., Paragraph B., 1 & 2, above, a deposit will be required by the Cooperative subject to the following rules:
- a. The required deposit shall not exceed an amount equivalent to one-sixth (1/6) of the estimated annual billings. 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 customer may elect to pay current usage within ten days after issuance of written notice of termination and requested additional deposit.

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CONTROL # 22169

#### GENERAL RULES AND REGULATIONS

# VI. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)

- B. Applicant Deposit (Continued)
  - (Continued)
- b. If actual use is at least twice the amount of the estimated billing, 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 customer may elect to pay the current bill by the due date, provided the customer 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. In determining the amount of any deposit required, no revenue from estimated telephone directory advertising shall be used.
- d. The fact that a deposit has been made in no way relieves the applicant or customer 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.
- e. Customers who are required to provide an initial deposit in order to receive service will be provided a copy of the brochure, "Your Rights as a Customer", which includes information about deposits.

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2nd Revised Page 15

Replacing Original Page

#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

## VI. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)

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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 below.

- D. Records 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.

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Replacing 5th Revised Page 16

## MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

# VI. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)

# E. Interest on Deposit

The Cooperative shall pay interest on all deposits required to be made by its customers at an annual rate. The amount of interest to be paid on deposits will be established by the Commission on an annual basis in accordance with statutory requirements. The applicable statute is Tex. Rev. Civ. Stat. Ann. art. 1440a (Vernon 1989). The current rate is established by the Commission annually in December for the following year.

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

# F. Refund of Deposit

- 1. If the service is not connected or after disconnection of service, the Cooperative shall promptly and automatically refund the customer'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 premises 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 customer 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 bills and without having more than two occasions in which a bill was delinquent, and when the customer is not delinquent in the payment of current bills, the Cooperative shall promptly and automatically refund the deposit plus accrued interest to the customer in the form of cash or credit to a customer's bill or void any guarantee of payment. If the customer does not meet these refund criteria the deposit and interest may be retained in accordance with paragraph E.1. above.

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### MEMBER SERVICES TARIFF

# GENERAL RULES AND REGULATIONS

# VI. ESTABLISHMENT AND MAINTENANCE OF CREDIT (Continued)

# G. Reestablishment of Credit

Every applicant who previously has been a customer of the Cooperative and whose service has been discontinued for nonpayment of bills shall be required to pay all amounts due the Cooperative, and reestablish credit as provided in this Section, Part VI, Paragraphs A, B, and C, before service is rendered.

# H. Complaint by Applicant or Customer

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

# VII. REFUSAL OF SERVICE

Issued By:

# A. Compliance by Applicant

The Cooperative may decline to serve an applicant 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 utility and was a condition of service.

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# GENERAL RULES AND REGULATIONS

# REFUSAL OF SERVICE (Continued)

#### Compliance by Applicant (Continued) Α.

- 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 11, subsection XIV, 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 harges is not a condition of local exchange service for residential pplicants.

6. For refusal to make a deposit if applicant is required to make a deposit under these rules.

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MEMBER SERVICES TARIFF PUBLIC UTILITY COMMISSION OF TEXAS

GENERAL RULES AND REGULATIONS

REFUSAL OF SERVICE (Continued)

В. Applicant's Recourse MAR 2 4 '00 DOCKET

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.

Insufficient Grounds for Refusal to Serve

The following shall not constitute sufficient cause for refusal of service to a present customer 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 operative's tariffs;
- 3. Failure to pay a bill to correct previous under-billing 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 customer has first been notified and afforded reasonable opportunity to comply with said rules.
- Failure to pay a bill of another customer as guarantor thereof, unless the guarantee is made in writing to the Cooperative as a condition precedent to service; and
- 6. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a Cooperative bill. A customer may request a supervisory review if the Cooperative determines that evasion has occurred and refuses to provide service.
- Failure of a residential applicant to pay for long listance charges.

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Effective:

2nd Revised Page 19

Replacing 1st Revised Page 19

#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

#### VIII. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES

#### A. Ownership and Use of Equipment

#### 1. Access to Customer's Premises

All equipment and facilities furnished by the Cooperative on the premises of a customer are the property of the Cooperative. 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 for making collections from coin telephones or upon termination of the service, for the purpose of removing such equipment and facilities.

#### 2. 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 customer from any other person, firm, or corporation for such use, or in the collection, transmission or delivery of any communication for others.

#### 3. 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 customer to install add maintain such service and may also require the customer to indemnify and hold the Cooperative harmless from any claims, loss or damage by reason of the installation and maintenance of such service.

## B. Telephone Numbers

1. The customer 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 customer as is necessary in the conduct of its business to do so.

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#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

# VIII. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES (Continued)

### B. Telephone Numbers (Continued)

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- 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 customer, for thirty (30) days or the life of the directory, whichever is longer unless no other numbers are available for providing service to new customers.
- 3. If a customer's number is incorrectly listed in the directory and if the incorrect number is a working number and if the customer 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 customer's number shall be changed to the listed number at no charge if requested.

#### C. Alterations

The customer agrees to notify the Cooperative promptly in writing whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Cooperative's wiring or equipment; and the customer 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 customer agrees to exercise normal care of the Cooperative's equipment and facilities on the customer's premises. In the event of loss, damage or destruction of such equipment, occasioned by negligence of the customer, the cost of restoring the equipment to its original condition will be billed to the customer.

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#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

## VIII. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES (Continued)

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

3. The customer 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 restoral or repair work performed by the Cooperative as a result of such rearrangements, disconnection or removal will be billed to the Customer.

#### E. Unauthorized Attachments or Connections

In case of 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 13, Part I, Paragraph H, or in accordance with the Federal Communications Commission's Rules and Regulations or the Public Utility Commission of Texas, or as the Courts may determine.

### F. Use of Customer Telephone Service

#### 1. General

- a. Customer telephone service, as distinguished in Subsection III, preceding is furnished only for use by the customer, his family, employees or business associates, or persons residing in the customer's household, or as the use of the service may be extended to joint users or to persons temporarily subleasing a customer's residential premises.
- b. The Cooperative shall have the right to refuse to install customer service or to permit such service to remain on the premises of a public or semi-public character if the station instrument is located so that the general public or patrons of the customer 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 customer may not be assigned or in any manner transferred.

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2nd Revised Page 22

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# MEMBER SERVICES TARIFF GENERAL RULES AND REGULATIONS

# VIII. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES (Continued)

# F. Use of Customer Telephone Service (Continued)

## 1. General (Continued)

d. The Cooperative may disconnect, with advance notice, the telephone service used by a customer in connection with a plan or contrivance to secure a large volume of telephone calls to be directed to such customer or the telephone of any designated customer at or about the same time, resulting in preventing, obstructing or delaying phone service of others.

## 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 N quipment capable of playing a recorded message when a connection is completed to a telephone number.
- b. The following requirements are imposed on the user of an automatic dial announcing device:
- 1) The user shall obtain a permit from the Commission, as written notice specifying the type of device to be connected, and the Cooperative may request a copy from the Commission;
- 2) The device is not 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;

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# VIII. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES (Continued)

- F. Use of Customer Telephone Service (Continued)
  - 3. Use of Automatic Dial Announcing Devices (Continued)

b. The following requirements are imposed on the user of an automatic dial announcing device: (Continued)

- and the name, address, and call-back telephone number other than the ADAD number of the person, company, or organization making the call. If used for debt collection purposes or if a live operator introduces the call, this provision does not apply;
- 4) The device disconnects from the called person's line not later than five (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;
- 5) No calls shall be made 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, similar establishment, any telephone or numbers assigned to paging service, cellular specialized mobile radio service, or other radio common carrier, or telephone service, 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:
- i. On a Sunday before noon or after 9 p.m., or device is used for solicitation, or;
- ii. 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

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# VIII. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES (Continued)

- F. Use of Customer Telephone Service (Continued)
  - 3. Use of Automatic Dial Announcing Devices (Continued)
- b. The following requirements are imposed on the user of an automatic dial announcing device: (Continued)
- 7) 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 the user to administrative penalties by the Commission.
- 8) 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.
- c. Disconnection. 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 causing network harm.

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.

The Cooperative will not knowingly permit an automatic dialing-announcing device for solicitation purposes to the public to be operated over its telephone network which cannot be terminated at will from the called station.

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# VIII. ESTABLISHMENT AND USE OF SERVICE AND FACILITIES (Continued)

# F. Use of Customer Telephone Service (Continued)

#### Use of Automatic Dial Announcing Devices (Continued) 3.

- d. Exception. 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. However, the Company may disconnect service to a person using the device if it is causing harm to the network.
- Form and fee. Anyone applying for a permit to use one or more automatic dial announcing devices shall use a Commission form and pay a Commission-prescribed fee for each permit issued.
- f. Complaints. Upon receipt of an ADAD-related complaint, the Cooperative will record and forward the complaint to

# 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.

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### MEMBER SERVICES TARIFF

### GENERAL RULES AND REGULATIONS

#### VIII. ESTABLISHMENT AND USE OF SERVICE FACILITIES (Continued)

### Use of Customer Telephone Service (Continued)

#### 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.

#### Limited Communications 6.

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

#### $\mathbf{G}$ . Indemnification

The customer 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 equipment, facilities and associated wiring on the customer's premises and further, the customer 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 customer; 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 customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Cooperative.

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1st Revised Page 24

Replacing Original Page 24

#### MEMBER SERVICES TARIFF

### GENERAL RULES AND REGULATIONS

# IX. PAYMENT OF CHARGES FOR SERVICES AND FACILITES

# A. Billing and Payment for Service

- 1. The customer is responsible for payment of all charges for exchange service and equipment furnished the customer and toll messages (including special service billing charges) originating at the customer's station, and for all toll messages received at the customer'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 customer to pay any sum due as set forth below.
- 3. The customer 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. 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 T 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 customer with a breakdown of local service charges upon written request. Itemized toll statements shall be included in each bill. Customer billings sent through the United States mail shall be sent in an envelope.
- 5. All bills for local, toll and miscellaneous T services are due and payable at the office of the Cooperative in Lynn County, Texas, on or before the due date which is sixteen C (16) days after issuance. A bill for telephone service is delin-C quent 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.

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## MEMBER SERVICES TARIFF

# GENERAL RULES AND REGULATIONS

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

# A. Billing and Payment for Service (Continued)

- 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. A customer'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 days prior to a stated date of disconnection. If mailed, the cutoff day may not fall on a holiday or weekend but shall fall on the next work day after the tenth day.
- 8. Unless a dangerous condition exists, or unless the customer 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.
- 9. Failure to receive a bill and disconnect notice does not relieve the Customer 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 customer, a billing adjustment shall be calculated by the Cooperative.

If the customer is due a refund, an adjustment shall be made for the entire period of overcharges.

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Dave McEndree, CEO
Box 1340, Tahoka, TX 79373

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5th Revised Page 26

Replacing 4th Revised Page 26

#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

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

#### B. Adjustment of Charges (Continued)

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 the case 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 a result of theft of service.

Overbillings that are not adjusted by the cooperative within three billing cycles of the bill in error and certain underbillings shall accrue interest. The interest rate shall be established annually by the Commission in December for the following year in accordance with the Public Utility Commission's Substantive Rules.

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

In the event a customer's service is interrupted other than, by the negligence or willful act of the customer, and it remains out of order for twenty-four (24) hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the customer. 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 customer shall be the pro rata 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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#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

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

# D. Notice to Governmental Entities Regarding Texas Prompt Payment Act

Non-residential customers who are governmental entities under the Texas Prompt Payment Act (TPPA), Chapter 2251 Title 10 General Government, Texas Government Code Annotated, are responsible for notifying the Company of their status. TPPA provisions apply with regard to overdue payment, interest due on overdue payments and certain exceptions in the statute.

## X. SUSPENSION AND TERMINATION OF CUSTOMER SERVICE

In the event of failure by the customer or those otherwise responsible to pay any regular bill or any part thereof, the Cooperative may discontinue service as provided under Section 3, Part IX, 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 restoral of service charges as provided in Section 5, Part III, Paragraph C, 1, or a deferred payment plan entered into.

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3rd Revised Page 27

Replacing 2nd Revised Page

#### MEMBER SERVICES TARIFF

# GENERAL RULES AND REGULATIONS

#### X. SUSPENSION AND TERMINATION OF CUSTOMER SERVICE (Continued)

If a member fails to provide proper access for the removal of Cooperative equipment upon discontinuance of service, the member will be billed for the equipment and the membership fee of the member will be retained until the bill is paid.

The customer 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 customer.

Any customer or applicant for service requesting the opportunity to dispute any action or determination of the Cooperative under the customer service rules of the Commission shall be given opportunity for a supervisory review by the Cooperative. Cooperative is unable to provide a supervisory review immediately following the customer'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 customer chooses not to participate in such review or to make arrangements for uch review to take place within five days after requesting it, operative may disconnect service providing notice has been issued under standard disconnect procedures. Any customer 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 supervisor review will be provided within ten days of the review, if requested by the customer.

A customer who reports an unauthorized charge on their bill may not be disconnected for nonpayment of an unauthorized charge. Cooperative 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.

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#### GENERAL RULES AND REGULATIONS

# SUSPENSION AND TERMINATION OF CUSTOMER SERVICE (Continued)

# A. Suspension of Service by the Cooperative

A customer'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 customer. 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.

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. Notices for residential customers will indicate the specific amount owed which is required to maintain basic local telephone service. A statement will be included in the otice informing customers that if they need assistance paying their ll, or are ill and unable to pay their bill, they may be able to contact the Cooperative to arrange an alternative payment method or establish a deferred payment plan. Payment at a Cooperative authorized payment agency is considered payment to the Cooperative.

Residential notices will also include the customer's right to receive basic local telephone service without entering Prepaid Local Telephone Service if the customer does not owe for basic local service.

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#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

- Х. SUSPENSION AND TERMINATION OF CUSTOMER SERVICE (Continued)
  - A. Suspension of Service by the Cooperative (Continued)

The Cooperative may disconnect service without notice for any of the following:

- 1. Where a known and dangerous condition exists;
- Where service is connected without authority by a person who has not made application for service or where service was reconnected without authority after termination for non payment; or
- Where there are instances of tampering with the Cooperative's equipment, evidence of theft of service, or other acts to defraud the Cooperative.

The Cooperative may disconnect telephone service after qiving ten (10) days written notice to the customer for:

- Failure to pay a delinquent account for utility service or failure to comply with the terms of a deferred payment agreement;
- Failure to pay a bill for charges that are in the Cooperative's tariffs, including long distance charges nonresidential customers only where the Cooperative bills those charges to the customer pursuant to Cooperative tariffs, or make deferred payment arrangements by the date suspension of disconnection;
- 3. 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 customer to do so.

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## GENERAL RULES AND REGULATIONS

# X. SUSPENSION AND TERMINATION OF CUSTOMER SERVICE (Continued)

A. Suspension of Service by the Cooperative (Continued)

The Cooperative may disconnect telephone service after giving ten (10) days written notice to the customer for: (Continued)

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- 4. Failure of the customer to reimburse, or make good, to the Cooperative a check or moneys not honored by the bank on which issued;
- 5. Violation of the Cooperative's rules on the use of T 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 customer and the customer has a reasonable opportunity to remedy the situation;
- 6. Failure to comply with deposit or guarantee arrangements where required as set forth within this Tariff.
- 7. Failure to pay the account of another customer as T arantor thereof if the customer has signed a guarantee as a precedent to service.
- 8. Failure to comply with the terms of a deferred payment agreement except as provided in Sec. 11 relating to Prepaid Local Telephone Service.
- 9. 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.

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MEMBER SERVICES TARIFF

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GENERAL RULES AND REGULATIONS MAR 2 4 '00 DOCKET

SUSPENSION AND TERMINATION OF CUSTOMER SERVICE (Continues 169 х.

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Telephone service may not be disconnected for any of the following reasons:

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- Failure to pay for any charges not included in the Cooperative's tariffs;
- Failure to pay for a different type or class of utility service unless fee for such service was included on the bill at the time service was initiated;
- Failure to pay the account of another customer guarantor thereof, unless the utility has in writing the guarantee as a condition precedent to service;
- Failure to pay charges arising from an underbilling occurring due to any misapplication of rates of more than six months rior to the current billing, except for theft of service.
- Failure of a customer receiving Lifeline Service to pay charges incurred for toll service while the customer is receiving Lifeline Service.

#### C. Provisions for Restoration of Service Charge

The Restoration of Service Charge shown in Section 5, Part III, Paragraph C, are applicable under the following conditions:

- Where service has been discontinued for failure to establish credit or for failure to pay a regular bill, a restoration of service charge will be made and collected by the Cooperative.
- 2. If the Cooperative deems necessary, the Cooperative may request the customer 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 customer account warrants such action.
- If the customer's service has been terminated and his membership fee and 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.

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# GENERAL RULES AND REGULATIONS

# X. SUSPENSION AND TERMINATION OF CUSTOMER SERVICE (Continued)

# C. Provisions for Restoration of Service Charge (Continued)

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- 4. The Restoration of Service charge will be made for reconnecting services which have been discontinued for nonpayment of charges due. 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.
- 5. Restoration of Service Charge will be made for reconnecting service temporarily suspended at a customer's request.
- 6. For charges for dishonored checks, See Section 5, Returned Check Handling Charge.

# D. Suspension of Service by Customer's Request

Temporary suspension of service for vacation purposes will be made upon request from individual line customers having telephone service for a period of one month or more. See Section 11, Vacation Service.

# E. Termination of Service

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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Tahoka, Texas

4th Revised Page 31

Replacing 3rd Revised Page 31

#### MEMBER SERVICES TARIFF

#### GENERAL RULES AND REGULATIONS

# X. SUSPENSION AND TERMINATION OF CUSTOMER 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 tolliblocking in an unreasonably preferential, prejudicial, or discriminatory manner. The Cooperative will notify the customers within 24 hours of initiating toll blocking.

#### XI. SPECIAL CHARGES, FEES, AND TAXES

#### A. Texas Universal Service Fund (TUSF) Surcharge

- 1. The Texas Universal Service Fund (TUSF) is funding mechanism that has been established by the State of Texas to insure that local phone rates are affordable for low income customers in high cost areas, and to support programs for customers with disabilities. The TUSF Surcharge is intended to recover the cost of the TUSF assessment paid by the Cooperative. Cooperative's TUSF Surcharge amount is determined by applying the TUSF assessment rate, as determined by the Commission, to actual rates for services that are considered "intrastate telecommunications services receipts," as that term has been defined by the Commission.
- 2. The TUSF Surcharge will be identified on the retail customer's bill as "Texas Universal Service."
- 3. Effective September 1, 2004, charges for all eligible intrastate taxable telecommunications services receipts on a retail customer's bill, except Lifeline and Link Up, will be assessed a TUSF Surcharge based on the TUSF assessment rate approved by Commission order. The TUSF assessment rate may be changed periodically by the Commission.

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SECTION 3

Tahoka, Texas

2nd Revised Page 32

Replacing 1st Revised Page 32

# MEMBER SERVICES TARIFF GENERAL RULES AND REGULATIONS

### XI. SPECIAL CHARGES, FEES, AND TAXES (Continued)

B. 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 implementation of results from House BillTelecommunications 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.

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