

## RULES AND REGULATIONS

<u>RULE</u>	<u>TABLE OF CONTENTS</u>	<u>REVISION</u>	<u>PAGE</u>
	Table of Contents - Rule I - X	Reissued	1
	Table of Contents - Rule XI - XXXV	Reissued	2
	Table of Contents - Rule XXXVI - XXXVIII	Reissued	3
I.	Description of Service	Reissued	4
	A. General	Reissued	4
	B. Service	Reissued	4
	C. Service Area	Reissued	5
	D. Private Intercommunicating Systems	Reissued	5
	E. Private Line Service	Reissued	6
	F. Special Services	Reissued	6
	G. Joint User Service	Reissued	6
	H. (Deleted)	Reissued	6
	I. (Deleted)	Reissued	6
	J. Bridged Line Service	Reissued	6
	K. (Deleted)	Reissued	6
II.	Rates	Reissued	7
III.	Business and Residence Service	Reissued	8
IV.	Customer's Private Service Not for Public Use	Reissued	9
V.	Application for Service	Reissued	10
VI.	Priority of Establishment & Supersedure of Service	Reissued	11
VII.	Rendering & Payment of Bills	Reissued	12
	A. Bill Detail	Reissued	12
	B. Rendering of Bills	Reissued	12
	C. Billing Period	Reissued	13
	D. Payment of Bills	Reissued	13
	E. Adjustment of Bills	Reissued	14
	F. Rates Applicable During Interception	Reissued	14
	G. Deferred Payment	Reissued	15
VIII.	Deposits	Reissued	16
	A. Establishment and Re-establishment of Credit	Reissued	16
	B. Other Deposits	Reissued	16
	C. Application of Deposits	Reissued	16
	D. Return of Deposits	Reissued	17
	E. Return of an Interest on Other Deposits	Reissued	17
	F. Alternative Disposition of Deposits	Reissued	17
IX.	Discontinuance of Service	Reissued	18
	A. Reasons for Termination	Reissued	18
	B. Notice of Termination	Reissued	19
	C. Exceptions to Rules of Termination	Reissued	20
	D. Protest of Termination	Reissued	21
	E. Timelines and Sequence of Termination Steps	Reissued	22

## RULES AND REGULATIONS

<u>RULE</u>	<u>TABLE OF CONTENTS:</u>	<u>REVISION</u>	<u>PAGE</u>
X.	Establishment and Re-establishment of Credit	Reissued	23
	A. Establishment of Credit for Specific Services	Reissued	23
	B. Re-establishment of Credit, All Types Services	Reissued	23
	C. Temporary or Speculative Projects	Reissued	23
XI.	Credit Allowance for Interruption of Service	Reissued	24
	A. Exchange Service	Reissued	24
	B. Toll Service	Reissued	24
XII.	Notices	Reissued	24
XIII.	Moves and Changes	Reissued	25
XIV.	Service Connection at Customer's Premises	Reissued	25
	A. General	Reissued	25
	B. Buried Connections	Reissued	26
	C. Subdivisions, Schools, Lge. Industrial Plants	Reissued	26
	D. Service Connections Made By Company Employees	Reissued	26
	E. Deposits for Labor or Construction Costs	Reissued	26
XV.	Temporary Service or Speculative Projects	Reissued	27
XVI.	Obscene or Lascivious Language Over the Telephone	Reissued	27
XVII.	(Deleted)		27
XVIII.	Right of Observation	Reissued	27
XIX.	Errors in Transmitting, Receiving or Delivering Message by Telephone	Reissued	28
XX.	(Deleted)		28
XXI.	(Deleted)		28
XXII.	Leased Line Circuits	Reissued	28
XXIII.	Individual and Party Line Service	Reissued	28
XXIV.	Minimum Charges	Reissued	28
XXV.	Line Extensions (Moved to Tariff #36)	Reissued	28
XXVI.	(Deleted)	Reissued	29
XXVII.	Company's Right of Access to Customer Premises	Reissued	29
XXVIII.	Changes in Telephone Numbers	Reissued	29
XXIX.	Telephone Directories	Reissued	30
XXX.	Ownership and Use of Facilities	Reissued	30
XXXI.	Unauthorized Attachments Not Permitted	Reissued	31
XXXII.	Discontinuance of Service During Emergency	Reissued	31
	Periods and Restoration of Such Services	Reissued	31
XXXIII.	Recovery of Investment	Reissued	32
	1. Advanced Payment	Reissued	32
	2. Deferred Payment	Reissued	32
	Recovery of Investment (Continued)	Reissued	33
XXXIV.	Liability	Reissued	34
XXXV.	Adoption of National Fire and Electrical Codes	Reissued	35

Issued by:  
Mark Feest, General Manager  
CC Communications Telephone  
Fallon, Nevada

Date Issued: June 6, 2013

Date Effective: July 1, 2013

## RULES AND REGULATIONS

<u>RULE</u>	<u>TABLE OF CONTENTS</u>	<u>REVISION</u>	<u>PAGE</u>
XXXVI.	Customer Provided Equipment	Reissued	35
	A. In Accordance with Local Tariffs	Reissued	35
	B. Company's Exchange Lines	Reissued	35
	C. Connection with Facilities of Customers	Reissued	36
	Connection with Facilities of Customers (Continued)	Reissued	37
	D. Customer Provided Terminal Equipment	Reissued	38
	Customer Provided Terminal Equipment (Continued)	Reissued	39
	E. U.S. Army, Navy, and Air Force	Reissued	40
	F. U.S. Coast Guard & U.S. Army National Guard	Reissued	40
	G. National Aeronautics & Space Administration	Reissued	40
	H. U.S. Government Executive Dept. and Agencies	Reissued	40
	I. Federal Aviation Agency	Reissued	41
	J. Power, Pipe Line and Railroad Companies	Reissued	41
	K. Connection with Customer Provided Alarm	Reissued	42
	Detection and Reporting Equipment	Reissued	43
	L. Network Protection Criteria	Reissued	43
XXXVII.	Automatic Dialing Devices	Reissued	44
XXXVIII.	Maintenance of Records	Reissued	44

\* Indicates New or Revised Page

## RULES AND REGULATIONS

## I. DESCRIPTION OF SERVICE

## A. General

1. Exchange line service is available through facilities owned and maintained according to the company's standards and is operated from the office designated by the company.
2. The exchange area is defined as all of Churchill County, Nevada.
3. Each exchange line is provided with a standard termination at the customer's premises. This includes central office wiring, cable facilities and drop wire (normally one span) up to and including protector equipment. (Does not include inside wiring.) The normal installation and monthly recurring charges for the exchange line will apply.

## B. Service

The company furnishes services under its effective rate schedule as follows:

1. Class of Service
  - a. Residence Service
  - b. Business Service
2. Type of Service
  - a. Flat Zone Rate Service
  - b. Coin box Paystation Service
3. Grades of Service
  - a. Individual Line (1-Party)
  - b. Private Branch Exchange
    - (1) Commercial
    - (2) Hotel
  - c. Key Systems
    - (1) Residence
    - (2) Business

## RULES AND REGULATIONS

## I. DESCRIPTION OF SERVICE (Continued)

## 4. Application of Rates

The application of business and residence rates is governed by the actual or obvious use made of the service by the customer. If residence service is found to be used largely or principally for business purposes, the company will provide business service, except in cases where the customer will thereafter use the service for domestic or social requirements. Consideration for business rates will be when the number is advertised in a business sense. In classified advertisements, on checks and business cards, etc. (See Rule III.)

Extension lines or private branch exchange lines of a customer will be installed on non-continuous property or outside of the building in which the primary line is located in accordance with the following:

## a. Same Customer:

A business or residence or private branch exchange line, business or residence will be installed on other premises of a customer (except that only one residence extension line will be installed on business premises of that customer), and only when a primary service exists at that location, the applicable circuit change from tariff 23 shall apply. )

## b. Different Customer:

A business or residence or private branch exchange line, residence or business will be installed on the premises of a party other than the customer to the mileage line at one location only. (Primary service at that location is required as a prerequisite).

## C. Service Areas

## 1. Zone rate area service:

Only one-party service is offered in the zone rate area.

## D. Private Intercommunicating Systems

Private intercommunicating systems will be installed, subject to special contract.

## RULES AND REGULATIONS

## I. DESCRIPTION OF SERVICE (Continued)

- E. Private Line Service  
Private lines will be provided solely for communications between stations thereon, and shall not be connected with the company's exchange service line or any other line.
- F. Special Services  
Any special conditions or services not covered by the rate schedules or the Rules and Regulations shall be subject to special contract or special agreement between the company and the customer. (On an individual basis.)
- G. Joint User Service  
Joint user service will be furnished to an individual or concern who is authorized by the company and by the customer to share in the use of the customer's business telephone service and premises.
- H. (The material previously in this section pertaining to Semi-Public Service has been moved to Deregulated Section #28)
- I. (The material previously in this section pertaining to Public Paystation Service has been moved to Deregulated Section #28.)
- J. Bridged Line Service  
When a customer's one party business line or one party business and one party residence lines are permanently connected for his convenience, the individual line rate for each class of service will apply. Individual line service within an exchange is the only class of service that the customer may have on bridged line service.

## RULES AND REGULATIONS

## II. Rates

- A. The rates to be charged by the company for telephone service shall be the rates approved by the Board of County Commissioners, Churchill County, Nevada. Complete schedules of all rates will be kept on file at the local business offices of the company and will be available for public inspection during business hours.
- B. In the event a customer is granted service under a schedule other than that applicable to his present service, the rates for the new service will be applied on the effective date of the change.
- C. In the event of the adoption by the company of new or optional schedules of rates, the company will take such measures as may be practicable to advise those of its customers who may be effected that such new or optional rates are effective.
- D. Special application of rates and charges will apply where interception or disconnection of service is involved, as indicated in Rule and Regulation IX, for reasons as follows:
  - 1. Non-payment of bills as required by these rules and regulations;
  - 2. For failure of customer to comply with the company's rules and regulations after service has been established; and,
  - 3. For any other reason for which the customer is responsible.
- E. Compensation to Company's Employees  
All employees of the company are strictly forbidden to demand or accept from an applicant or customer any personal compensation for service rendered to applicant or customer in connection with his telephone service.

## RULES AND REGULATIONS

## III. BUSINESS AND RESIDENCE SERVICE

- A. The application of business and residence rates is governed by the use to be made of the service. In general, business rates apply where the use of the service is for occupational rather than domestic purposes. The following tabulation lists some of the specific locations at which business and residence rates apply.
- B. Business Rates
1. In offices, stores, factories and all other places of a strictly business nature.
  2. In schools, colleges, clubs, lodges, libraries, churches, hospitals, houses and rooming houses (except as noted under "C" below), government offices and other public and private institutions.
  3. At any location when a listing of "office" is provided or when any title indicating a trade, occupation or profession is listed.
  4. At residence locations when the customer has no business telephone service and the use of the service by himself, members of his household, or his guests, is of a business nature, as indicated by advertising through business checks, billboards, newspapers, handbills, circulars, electronic bulletin boards, or any other advertising medium.
  5. At any location where extension service is provided to a place which is not a part of the customer's domestic establishment.
  6. In general, at any place where the substantial use of the service is occupational rather than domestic.
- C. Residence Rates
1. In private residence or private rooms where the use of the service is for domestic and social purposes.
  2. In boarding houses, rooming houses and apartment houses in which the telephone is located in the private living quarters of the customer is used only by the customer and members of his household.
- D. If it is found that a customer is using residence service for business purposes, the company will require the customer to either pay the business rate or restrict the use of the service to domestic and social purposes.



RULES AND REGULATIONS

IV. CUSTOMER'S PRIVATE SERVICE NOT FOR PUBLIC USE

- A. Telephone service, other than "Public" service, is furnished for the use of the customer, his family, or his employees, or representatives except as service may be extended to "Joint Users"
- B. If it is found that the customer is permitting public use of service furnished for him for his private use, the company may therefore provide "Public" service, except where the customer consents to the facilities being so located as to be inaccessible to the public or permits no further public use after the matter has been called to his attention.
- C. If it is found that the customer is sharing the use of business service with an individual, other than an employee, member or officer of the customer's concern, or another concern not of record as a joint user, the company may thereafter require the customer to take "Joint User" service except where the customer permits no further joint use of the service after the matter has been called to his attention or where the joint user vacates the customer's premises or becomes a customer to business service.
- D. Flat rate service is not installed on premises of a public or semi-public character in a location where the telephone would be accessible for use by the patrons of the customer or by the public in general.

## RULES AND REGULATIONS

## V. APPLICATION FOR SERVICE

A customer may make an application for service in person, by mail or by telephone or electronic access. If there is reason to believe that a customer applying for service has defrauded, is defrauding or intends to defraud the utility, or if other good cause exists, the utility may refuse to accept an application for service.

Applications for service covered by the filed schedule of rates will be accepted by the company under the following conditions:

- A. The company reserves the right to refuse service to any applicant who is found to be indebted to the company for service previously rendered, until such time as the account is paid in full.
- B. An application is merely a request for service and does not bind the company to provide service except under reasonable conditions, nor does it bind the applicant to take service.
- C. Orders for service will in general be completed in accordance with the chronological order of their receipt except in cases of real emergency which will be given priority over all other orders. (Also see R & R VI.)
- D. The application for initial service, which the company may require each applicant to sign, may set forth:
  1. Listing to appear in alphabetical section of the telephone directory.
  2. Listing to appear in the classified section of the telephone directory.
  3. Any additional listings or bold face listings.
  4. Service desired - class, type grade and rate.
  5. Classification of applicant - whether owner, agent, or tenant of the premises.
  6. Business address of applicant.
  7. Address to which bills are to be mailed.
  8. Date of application.
  9. Tentative date of installation.
  10. Signature of applicant. (Sometimes waived)
  11. Any other information which the company may reasonably require.
- E. The company may require a written application from a customer for additions to or changes in the existing service of the customer.
- F. Regardless of whether or not a customer of record signed for the service furnished by the company, when it is obvious that a customer has accepted or used the service or when he is aware of the service having been furnished and when costs or expenses have been incurred by the company on behalf of a customer, he shall be held financially liable for such charges as are billed by the company for such services rendered or for such costs incurred.

## RULES AND REGULATIONS

## V. APPLICATION FOR SERVICE (Continued)

- G. An application for service may be canceled by the applicant or by the company, subject to the following conditions:
1. Canceled by Applicant
    - a. If a request is received from the applicant of cancellation prior to the time that the line termination is made at the applicant's premises, the application will be canceled by the company and no charge made to the applicant; except where expense has been incurred by the company in connection with such applied for service, the applicant may be required to pay for such expense, to include any special equipment and services acquired for such customer's benefits.
    - b. If the request is received subsequent to the time the line termination is installed at the applicant's premises, the application will be canceled by the company, but the company will collect the service connection charge and a service charge of not less than one months rental, plus full payment for any special equipment and services acquired for such customer's benefit.
  2. Canceled by the Company
    - a. If the applicant refuses to comply with the Rules and Regulations of the company prior to the establishment of service, the company may cancel the application and refund to the applicant any money collected.
- H. The company may refuse to accept an application for service if the service is not to be established within a reasonable time or under reasonable conditions.

## VI. PRIORITY OF ESTABLISHMENT AND SUPERSEDURE OF SERVICE

- A. Priority of Service Application  
Orders for service will be completed in accordance with the chronological order of their receipt in so far as practicable and in accordance with economical administration, except in the following cases, in which deviation shall be made in the following order in accordance with the facilities available to serve the applicant's premises:
1. Application for service in case of real emergency will be given priority over applications included under Section "2" below.
  2. Applications for business service will be given priority over applications for residence service.
- B. Supersedure
1. An applicant may supersede to the service of a customer discontinuing that service when the applicant is to take service on the premises where that service has been rendered and a written notice to that effect from both the customer and applicant is presented to the company and where an arrangement acceptable to the company is made to pay outstanding charges against the service.
  2. The installation of a service to an applicant when the instrumentality's are in place will be made in accordance with Section "A" of this Rule and Regulation.

## RULES AND REGULATIONS

## VII. RENDERING AND PAYMENT OF BILLS

## A. Bill Detail

Each bill for service issued by a utility to a customer may set forth:

1. Any previous balance;
2. The amount due for service provided during the current billing period;
3. Sufficient information upon which to calculate any charge for late payment;
4. Any other authorized charge or tax;
5. Any unregulated charge;
6. The total of the preceding amounts;
7. The Reissued and last day of the billing period for local service;
8. The date the bill is past due;
9. The telephone number of the utility where the customer may obtain information about his bill or the service provided.

## B. Rendering of Bills

## 1. Exchange Service

Bills for all exchange services for the periods specified in the rate schedules shall be rendered for service up to the statement date. All bills will contain a statement that service is subject to discontinuance without further notice unless the bill is paid by the due date.

## 2. Toll Service

- a. Bills for all message toll telephone services, will be rendered in arrears for the billing period indicated on the statement, and, in general, will be presented with the periodic advisable, toll bills may be rendered at more or less frequent intervals. When toll bills are rendered in connection with bills for flat rate exchange service the conditions of payment as named in paragraph one above apply.
- b. The company assumes no responsibility with respect to authorization for tolls, unless the called party agrees prior to the establishment of charges for toll service originating at customer's station whether personally authorized by customer or not. The customer will also be responsible for all toll service upon which charges have been reversed with the consent of the person answering or speaking from the called station, whether personally authorized by the customer or not.
- c. Since the customer has control of access to the premises on which the telephone is located and since the customer has control of the use of telephones located on such premises, it is the responsibility of the customer to prevent unauthorized use of the telephone service or services on his premises. Unauthorized usage of the telephone service includes , unauthorized acceptance of incoming "collect" toll calls and unauthorized placing of "paid here" toll calls, all of which usage is subject to the services installed on his premises.

## RULES AND REGULATIONS

## VII. RENDERING AND PAYMENT OF BILLS (Continued)

## 3. Billing Disputes

- a. If a customer disputes any bill, charge or service, the utility shall promptly investigate the matter and report its determination to the customer. If the customer so requests, the report must be made in writing. Whether or not a written report is requested, upon an adverse determination by the utility, it shall inform the customer of his right to file a complaint.
- b. If the customer is not satisfied with the utility's determination, he may file a complaint with the Churchill County Board of Commissioners.
- c. If a complaint is filed, the customer may be required by the utility to pay any disputed amount to the utility pending resolution of the complaint, unless the utility agrees to waive this requirement. If such a payment is made, the utility shall refund any money found by the commissioners to have been charged improperly.
- d. A summary of the provision of this section may be:
  - (1) Printed on the front or back of each bill or notice of termination issued by a utility; or
  - (2) Set forth in a section of each telephone directory issued by a utility.

## C. Billing Period

Bills for exchange and toll service will be rendered as nearly as possible at regular intervals. Billing period will be selected by the customer from available choices.

## D. Payment of Bills

1. A bill for service issued by a utility is due:
  - (a) On or before the date indicated on the statement.
2. A customer must pay the bill:
  - (a) Unless there is reason to believe that he has defrauded, is defrauding or intends to defraud the utility, or other good cause exists, by depositing payment with the United States Postal Service for delivery to the utility by Reissued class mail;

## RULES AND REGULATIONS

## VII. RENDERING AND PAYMENT OF BILLS (Continued)

## D. Payment of Bills (continued)

- (b) By making payment at the business office of the utility; or
  - (c) By making payment to any person authorized by the utility to accept payment, including electronic or telephonic payment points.
3. Except as otherwise provided in these rules, the date a bill is past due is after the date indicated on the statement. If the due date falls on a Sunday, legal holiday or any other day on which the office of a utility used for the payment of bills is closed, the last day for payment is the next business day.
  4. Penalty Fees
    - (a) A utility may charge a fee, as set forth in its schedule of rates, for the return of an unpaid check or the late payment of a bill.
    - (b) A utility may charge a fee, as set forth in its tariff, for the re-establishment of service after a temporary disconnect.
  5. Failure to receive a bill does not exempt the customer from payment.
  6. Closing bills, special bills, bills rendered on vacation of premises or bills rendered to persons discontinuing exchange service, are payable upon presentation. Service connection charges and one month exchange service charges and deposits for the establishment or re-establishment of service are payable before service is installed or restored. (Past bills must be brought current.)
  7. If a utility receives from a customer a partial payment for local and toll service, with no explanation of the manner in which the payment is to be applied, the utility shall apportion the payment to the oldest invoice first.
- E. Adjustment of Bills
1. Service is billed for the number of days in a billing period, normally one month, and partial months are pro-rated for the number of days service was in use.
  2. When the period for which service is taken is less than one month in the case of service normally furnished on a monthly basis, and less than one year in the case of service normally furnished on annual basis, the total fixed charge will not be less than the minimum fixed charge for the particular service involved.
- F. Rates Applicable During Interception (Temporary Disconnect or Suspension of Service)
1. Service intercepted may be charged for in accordance with the regular rates for a period not to exceed thirty (30) days subsequent to the date of interception.

## RULES AND REGULATIONS

## VII. RENDERING AND PAYMENT OF BILLS (Continued)

## G. Deferred Payment

1. If a customer is delinquent in the payment of any bill and requests that the utility accept deferred payment, the utility may do so if the customer signs a written agreement to pay in accordance with standardized treatment policies.
2. Unless the utility otherwise agrees, a customer may not make deferred payment pursuant to this section if, during the preceding 12 months:
  - (a) He has made another deferred payment pursuant to this section;  
or
  - (b) His service has been terminated for nonpayment of a delinquent bill or any installment due on such a bill.
3. If the service of a customer is being terminated for nonpayment of a delinquent bill or any installment due on such a bill, the utility may postpone the termination, if the utility determines that the customer is able to pay the amount owed and the customer signs a written agreement to make payment.
4. In determining whether a customer is able to pay the amount owed, the utility shall consider:
  - (a) The amount owed;
  - (b) The length of time the bill or installment is past due;
  - (c) The date the account was established;
  - (d) The history of payment maintained by the customer with the utility;
  - (e) The credit history of the customer;
  - (f) The period for payment;
  - (g) Any commitment of money made on behalf of the customer by a governmental agency or an organization that assists persons unable to pay their bills, whether or not the money has actually been disbursed;
  - (h) Whether the customer is elderly or handicapped;
  - (i) Any other extraordinary circumstances of the case; and
  - (j) Any information presented to the utility by the customer.

## RULES AND REGULATIONS

## VIII. DEPOSITS

A customer may be required to pay a deposit or the balance of a deposit if he has unsatisfactory credit or cannot establish credit in any other manner permitted in these rules and regulations and:

- (a) He has not previously paid a deposit;
- (b) He/she has paid less than the full amount of the deposit otherwise required;
- (c) His/her deposit has been returned to him in whole or in part, applied to his/her account, or treated as part of a new deposit.

If a customer cannot establish credit in any manner permitted in these rules and regulations the utility may, for the purpose of determining whether or not the customer will be required to pay a deposit, consider:

- (a) Whether he/she has been continuously employed by the same employer for at least 1 year;
- (b) In the case of a customer who has recently been divorced or separated and is applying for service in his/her own name, the record of payment for any service previously furnished to his/her household; and
- (c) Any other factor set forth in the tariff of the utility

The amount of any deposit required or held by the Company will be established by administrative practices.

- A. Establishment and Re-establishment of Credit
  1. Deposits for the establishment and re-establishment of credit may be required under the conditions and in the amounts specified in these Rules and Regulations.
- B. Other Deposits
  1. The amount of deposit required for purposes other than the establishment or re-establishment of credit will in each case be in accordance with the arrangements as may be provided for in the regular schedule of rates and these Rules and Regulations.
- C. Application of Deposits
  1. Deposits collected in connection with the establishment and re-establishment of credit will be held by the company as a guarantee of payment of charges. The fact that a deposit has been made shall in no way relieve the customer from complying with the company's regulations as to prompt payment of bills on presentation nor constitute a waiver or modification of the regular practices of the company providing for the discontinuance of service for non-payment of any sums due to the company for service rendered or to be rendered.



## RULES AND REGULATIONS

## VIII. DEPOSITS (Continued)

## D. Return of Deposits

The company will notify the customer that his deposit is subject to return, and will apply the deposit to customer's service account, or refund the deposit under the following ) conditions:

1. When service is discontinued, except (a) when a change from one premises to another is involved, in which case the deposit will be transferred to the service at the new location, or (b) when there are charges due to the company, in which case the deposit will be applied to the charges and the excess portion of the deposit will be returned.
2. When an application for service is canceled prior to establishment of service, provided there are no amounts owing the company by the applicant. Any amounts that may be owing the company by the applicant will be deducted from the deposit before the refund is made.
3. Deposits for the establishment and re-establishment of credit will be refunded by the company when, in its judgment, it is no longer necessary to retain the deposit to protect the revenues of the company.

## E. Return of an Interest on Other Deposits:

Deposits collected as provided in this Rule and Regulation, if not applied to the charges billed, will be refunded, with interest, in accordance with the arrangements as may be provided for in the regular schedule of rates or in these Rules and Regulations.

## F. Alternative Disposition of Deposits:

Application of a deposit to the customer's account with notification to the customer of such application may be made in place of cash refund, at the option of the company.

## RULES AND REGULATIONS

## IX. DISCONTINUANCE OF SERVICE

## A. Reasons for Termination

A utility may terminate service to a customer without his consent, after giving any notice required by these rules and regulations, for any of the following reasons:

1. Failure to Pay Exchange Services  
Failure of the customer or any co-signer of the customer to pay a delinquent bill or any installment due on such a bill, including a bill for service received:
  - (a) At previous locations;
  - (b) At multiple locations; or
  - (c) For other services under different directory numbers or classes of service.
2. Failure to Pay Deposit or Service Connection Charge  
Failure of the customer or any guarantor of the customer to pay any required deposit or service connection charge.
3. Failure to Pay Toll Charges  
Failure of the customer to pay toll charges appearing on the bill. If the utility terminates local service under this subsection, it shall comply with the requirements of these rules and regulations.
4. Violation of Tariff Rules or Laws  
Violation by the customer of any rule of the utility set forth in its tariff; or if the use made of the service shall be prohibited or forbidden under any law or municipal ordinance or regulation. As used in this subsection, "rule" means a provision that establishes the application of rates, charges and standards for service and is not included in a rate schedule.
5. Unsafe Conditions  
A utility may refuse service, refuse to resume service or terminate service without giving the notice otherwise required by these rules and regulations:
  - (a) If an unsafe or hazardous condition related to the service exists on the premises of the customer; or
  - (b) If the use of the service on the premises of the customer is determined by the utility to be detrimental or damaging to the facilities or services of the utility or its customers.
6. Order of a Court
  - (a) Upon the order of any court of competent jurisdiction or the commission;
  - (b) Upon a written determination by a magistrate that there is probable cause to believe that the service:
    - (1) Is prohibited by law; or
    - (2) Is used or be used, directly or indirectly, to violate or assist in a violation of the law; or

## RULES AND REGULATIONS

## IX. DISCONTINUANCE OF SERVICE (Continued)

6. Order of a Court (continued)
  - (c) If the utility determines, based upon the acts of the customer or the condition of his premises, that the customer has defrauded, is defrauding or intends to defraud the utility, unless the conditions constituting the fraud have been corrected.
7. Abandoned Service  
If the location at which the service is provided has been abandoned.
8. Abusive and Annoying Calls  
The company may discontinue the telephone service of any customer whose service is being used to transmit abusive, vile, profane, threatening, harassing, or annoying calls or is being used by anyone to impersonate any other individual with fraudulent intent, over any line connected with the company's system after the customer has been advised of this fact in accordance with "911".

## B. Notice of Termination

1. Responsible Party  
Except as otherwise provided in these rules and regulations, a utility that intends to terminate the service of a customer shall give written notice of the termination to the customer and make a reasonable effort to notify any:
  - (a) Co-Signer or guarantor of the customer; and
  - (b) Third person designated by the customer to receive notice of any pending termination of the service. A person so designated is not, because of that designation or because of any notice given, liable for any obligation of the customer. A utility that complies with the provisions of this section does not incur any liability because of a failure to give actual notice to the designated person.
2. Duration and Conditions of Notice
  - (a) Except as otherwise provided in these rules, the notice must be served upon each person described in that subsection at least 5 working days before the date of the termination by personal delivery or by Reissued class mail addressed to his last known mailing address. Service of the notice shall be deemed complete as of the date of mailing or personal delivery.
  - (b) The notice must clearly set forth:
    - (1) The account number and telephone number of the customer affected;
    - (2) The date on or after which the termination will occur;
    - (3) The reason for the termination;

## RULES AND REGULATIONS

## IX. DISCONTINUANCE OF SERVICE (Continued)

## 2. Duration and Conditions of Notice (continued)

- (4) If the termination is for nonpayment of a delinquent bill or any installment due on such a bill, the total amount of money owed to the utility by the customer and the minimum payment required to avoid termination;
- (5) The telephone number at which the customer may obtain information from the utility concerning his bill or service; and
- (6) A statement that the customer may contest the termination before the commissioners as provided in these rules and regulations.

3. Notification on billing statement is deemed to meet these requirements, no other notice shall be provided.

## C. Exceptions to Rules of Termination

## 1. Cannot Terminate

A utility may not terminate the service of a customer:

- (a) On a weekend, a holiday or on the day before a weekend or a holiday unless:

- (1) Extraordinary circumstances exist; or
- (2) The operations of the utility allow it to reestablish service immediately in an emergency.

- (b) Unless extraordinary circumstances exist, a utility which receives notice that a termination of service would be especially dangerous to the health of the customer or other person who is a permanent resident of the premises affected shall make a reasonable effort to give notice of the termination. This notice is in addition to the notice required by the section "Notice of Termination" and must be given in person or by telephone, at least 48 hours before the scheduled time of the termination, by a representative of the utility to the customer or to some adult resident of the location affected. The representative shall explain to the customer or resident each time of information required by these rules and regulations to be included in a notice given.

## 2. Postponement of Termination

Unless extraordinary circumstances exist, if the local service of a customer is being terminated, the utility shall postpone the termination for 30 days after it receives both of the following;

## RULES AND REGULATIONS

## IX. DISCONTINUANCE OF SERVICE (Continued)

## 2. Postponement of Termination (continued)

- (a) A statement from a licensed physician or public health official certifying that the termination would be especially dangerous to the health of the customer or other person who is a permanent resident of the premises affected. The physician or health official may consider the feebleness, advanced age, physical disability or handicap, mental incapacity, serious illness, or other infirmity of the person affected. Except as otherwise provided in this paragraph, the statement must be in writing and include:

- (1) The address where service is provided;
- (2) The name of the person whose health would be especially endangered;
- (3) A clear description of the nature of the emergency; and
- (4) The name, title and signature of the physician or official making the statement.

The statement may be made by telephone if a written statement is sent for confirmation to the utility within 5 days after the oral statement is made.

- (b) A statement signed by the customer that he is presently unable to pay the bill. Before the period of postponement expires, the customer must arrange with the utility to pay the bill.

The postponement may be extended once for an additional 30 days if the utility receives a renewed medical certificate before the expiration of the original period of postponement.

## D. Protest of Termination

A customer whose service is terminated or is scheduled to be terminated by a utility may contact the commissioners to contest the propriety of the termination.

A statement of the provision of the above statement must be set forth:

- (a) In any notice of termination issued pursuant to the "Notice of Termination" section; or
- (b) In a section of each telephone directory issued by a utility. If this method is used, a reference to that section of the directory must be included in the notice of termination.
- (c) If a bill is in dispute, a statement that the customer may be required by the utility to pay any disputed amount to the utility pending resolution of the appeal, subject to a refund if the appeal is successful;
- (d) A statement that special arrangements for the payment of any bill may be made if the customer is unable to pay immediately the full amount of the bill; and
- (e) A statement that a fee for reconnection or a deposit, or both may be collected if service is terminated and subsequently restored.

RULES AND REGULATIONS

IX. DISCONTINUANCE OF SERVICE (Continued)

E. Timelines and Sequence of Termination Steps

If no payment is received on a bill, customers will be subject to the following treatment prior to disconnect.

1. Service is temporarily suspended and a recording notifies customer.
2. If no response is received within the five days subsequent to interception of service, permanent disconnect will occur.

Issued by:  
Mark Feest, General Manager  
CC Communications Telephone  
Fallon, Nevada

Date Issued: June 6, 2013

Date Effective: July 1, 2013

## RULES AND REGULATIONS

## X. ESTABLISHMENT AND RE-ESTABLISHMENT OF CREDIT

Each applicant for service will be required to establish credit before service will be rendered.

A customer establishes credit if he:

- (a) Pays a deposit to the utility;
- (b) Has, during the 2 years preceding his request for service, been a customer of:
  - (1) The Utility and has established satisfactory credit; or
  - (2) Another municipal or regulated telephone utility, has made timely payment of each bill issued to him during the most recent 12 months of service, and his record of payment can be verified;
- (c) Uses a co-signer or guarantor, at the option of the utility, with credit acceptable to the utility;
  - (1) A co-signer or guarantor must be a customer of the utility providing service to the customer for whom the co-signer or guarantor is acting.
  - (2) The liability of a:
    - (a) Co-signer ceases after the customer has made 12 consecutive timely monthly payments to the utility.
    - (b) Guarantor is limited to the amount of the deposit owned by the customer and ceases after the date the deposit is required to be returned to the customer pursuant to these rules and regulations.
  - (3) A co-signer or guarantor who is required to make any payment for a customer may pay the amount owed within a period of not more than 3 months.
    - (c) Receives benefits from a retirement plan or the Social Security Administration, unless he has unsatisfactory credit; or
- (d) Demonstrates his creditworthiness in any other manner satisfactory to the utility.

A utility may require a customer to establish credit before it resumes service after a termination of service, if the customer:

- (1) Has not previously paid a deposit to the utility; or
- (2) Has paid a deposit, but it has been returned to him in whole or in part, applied to his account, or treated as part of a new deposit.

Upon the request of a customer, a utility shall provide him with a form to use in requesting his credit history from another utility.

#### Temporary or Speculative Projects

Conditions under which temporary service or speculative projects will be established are contained in Rule and Regulation No. XV.

## RULES AND REGULATIONS

## XI. CREDIT ALLOWANCE FOR INTERRUPTION OF SERVICE

## A. Exchange Service

1. The company shall not be liable for interruption of service beyond the extent of abating the charge for that service when the interruption is of a duration of at least twenty-four (24) hours (consecutive) and when the interruption was not due to some fault or willful act of the customer.
2. In case of wide-spread disaster, resulting in interruption to the service, no credit shall be allowed unless the service interruption will have reached a duration of more than one week.
3. For Interruption of Service
  - (a) Upon request of the customer, the company will allow customers credit in all cases where telephones are "out of service", except when the "out of service" is due to the fault of the customer or to temporary discontinuance for non-payment of bill, for periods of one day or more from the time the fact was reported by the customer or detected by the company, of an amount equal to the total daily rate of the bill for exchange service multiplied by the days in the billing period covered by the total bill for exchange service.
  - (b) A day of "out of service" will be considered to exist when outgoing service is not available for a period of twenty-four consecutive hours. When any "out of service" period continues for a period in excess of an even multiple of twenty-four hours, then the total period upon which to determine the credit allowance will be taken to the next higher even twenty-four hours multiple.
4. In no case will the credit allowance for any period exceed the charges for service that period.

## B. Toll Service

1. A utility may, if it verifies that a credit is required, credit the account of a customer for incomplete calls, unanswered calls, wrong numbers or poor quality of transmission.

## XII. NOTICES

- A. Any notice the company may give to a customer supplied with telephone service by the company may be given orally or via recorded announcement, unless otherwise provided by these Rules and Regulations, to the customer, or his authorized representative, or by written notice.
- B. Any notice from any customer to the company may be given orally, unless otherwise provided by these Rules and Regulations, to the company by the customer, or any authorized representative, at the company's local business office where service is rendered to the customer, or by written notice properly addressed and mailed to the company.



## RULES AND REGULATIONS

## XIII. MOVES AND CHANGES

Regulations formerly set forth in this Rule and Regulation are now covered in the Tariff #17 "Move and Change Charges".

## XIV. SERVICE CONNECTION AT CUSTOMER'S PREMISES

## A. General

1. In general, except as otherwise provided in these Rules and Regulations, the company will at its own expense, furnish, install, own and maintain exchange lines to include all central office wiring, cable facilities, and drop wire, up to and including protector equipment at the customer's premises. (Does not include the jacks and inside wiring of the premises.) The normal installation and monthly recurring charges for exchange lines will apply. Normal construction standards of the company and the National Electric Code will apply.
2. Where special construction is required, or requested, the following paragraphs in this Rule and Regulation will apply:
  - (a) Underground Connections
    - (1) In districts where underground construction would ordinarily be furnished by the company, or where such construction is required by law, the company will at its own expense, extend the necessary underground construction to the property lines of the premises occupied by an applicant or customer, in accordance with its established construction standard; and may at its option provide the conduit on the premises occupied by the applicant or customer. The company will determine the point on the property line to which it will extend its underground construction. The applicant or customer will, at their expense, furnish, install, and maintain, on their premises the required conduit system (conduit pullboxes, terminal cabinets, etc.,) in accordance with the company standards. The company will then furnish, install and maintain in accordance with its construction standards, the necessary underground wiring on the applicant's or customer's premises, at the established rates.
    - (2) After an underground connection has been established, if a move is requested by the customer, for any reason not necessary for the maintenance of good service, the customer will bear the entire cost of the move, including wiring and labor.

## RULES AND REGULATIONS

## XIV. SERVICE CONNECTION AT CUSTOMER'S PREMISES (Continued)

- B. Buried Connections
1. A buried service connection (no conduit) will not ordinarily be furnished, since a buried connection is subject to damage and is difficult to repair or replace, the customer will be responsible for its maintenance and replacement.
- C. Subdivisions, Schools, Large Industrial Plants, Etc.
1. Original Service Connections
    - (a) In tracts, subdivisions, estates, etc., where, under agreement with the owners or developers, the company has furnished underground construction to the property line of the individual lots of the original subdivision, each applicant shall be furnished a service connection as forth in paragraph A., 2., (a).
  2. Subsequent Service Connections
    - (a) In tracts or subdivisions where underground construction has been placed but, due to further subdivision or for other reasons, additional service outlets are required which would necessitate additional underground construction, the company will furnish and install such additional underground service connections as required by law, to the premises of additional applicants or customers.
    - (b) If not required by law to provide additional underground construction as provided in (a), above, and if such additional applicants or customers request underground construction to their premises, then the regulations as stated in A., 2., (a), (1), above will apply for such additional construction.
  3. "On Premises" Construction for Schools, Hotels, Industrial Plants, etc., (Outside Plant)
    - (a) A service connection will be established for "on premise" distribution plant. Aerial plant will not normally be constructed by the company under its installation charges, except in cases where unusual costs are involved. In on premise distribution systems, the facilities will be owned, maintained and replaced by the applicant in accordance with company specifications. If, because of additional telephone facilities requirements, additional facilities are required at any time, it shall be furnished at the expense of the customer.
- D. Service Connections to be made by Company Employees
1. Unless otherwise permitted by the company, only duly authorized employees of the company are allowed to connect, disconnect, move, change or alter in any manner, any and all of the instrumentality's and facilities furnished by the company.
- E. Deposits for Labor or Construction Costs
1. The company may require in all cases involving the moving, replacing, rearranging or removing of any equipment or facilities of the company for or on account of a second party, the depositing with the company for or on account of a second party of a cash guarantee sufficient to cover the estimated cost of such change in the facilities or equipment. That portion of said deposit, remaining after all costs or damages suffered by the company have been deducted will be refunded

See Deregulated Services Section #29 for information on company provided inside wire.

Issued by:  
Mark Feest, General Manager  
CC Communications Telephone  
Fallon, Nevada

Date Issued: June 6, 2013

Date Effective: July 1, 2013

RULES AND REGULATIONS

XV. TEMPORARY SERVICE OR SPECULATIVE PROJECTS

The provision of this rule and regulation is intended to afford protection to the company against loss of revenue from temporary service or service to speculative projects of either business or residence service and to compensate the company for the costs it may incur in connection with the furnishing of such service.

The company will furnish such service under the following conditions:

- A. The determination of whether a service is temporary or the project is speculative shall be that of the company alone.
- B. A customer may be required to pay to the company in advance or otherwise, as the company may elect, the net cost of installing and removing any facility necessary in connection with furnishing of such service by the company.
- C. A customer may be required to deposit with the company, before service will be furnished, a sum of money which the company considers necessary to assure adequate protection from loss of revenue, or to otherwise secure, in a manner satisfactory to the company, the payment of bills which may accrue by reason of such service so furnished or supplied.
- D. The company may also apply its Rule and Regulation No. XXXV.
- E. Nothing in this Rule and Regulation shall be construed as limiting or in any way affecting the right of the company to collect from the customer any other or additional sum of money which may become due and payable to the company from the customer by reason of the service furnished or to be furnished by hereunder.

XVI. OBSCENE OR LASCIVIOUS LANGUAGE OVER THE TELEPHONE

No person will use obscene or lascivious language over any of the company's telephone lines, whether in verbal, electronic data, facsimile or other form. Repeated, willful violation of this rule shall be cause for immediate termination without further notice. See Rule IX.4.

XVII. PARTY LINE SERVICE (Only Available at Company Discretion)

XVIII. RIGHT OF OBSERVATION

The company reserves the right to observe the service on any line for the purpose of improving the service by detecting mechanical trouble, annoyances caused by the customer or improper use of the service and equipment by the customer.

## RULES AND REGULATIONS

## XIX. ERRORS IN TRANSMITTING, RECEIVING, OR DELIVERING MESSAGES BY TELEPHONE

The company will not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the company and connecting companies. See also Rule and Regulation No. XXXIII.

XX. (The material previously in this section pertaining to Public Telephone Service has been moved to Deregulated Section #28.)

XXI. (The material previously in this section pertaining to Public Telephone Service has been moved to Deregulated Section #28.)

## XXII. LEASED LINE CIRCUITS

- A. Leased line circuits shall not be connected either conductivity or inductively to any circuit, instrument, or apparatus owned by or leased from the company without permission Reissued being obtained from the company and then only in accordance with company tariffs and applicable F.C.C. rules.
- B. Any simples, phantom or carrier-current circuits, or other equipment or circuits of a similar nature, used in connection with a leased line circuit shall be subject to special contract.
- C. No apparatus or facilities of any kind which would cause interference with other circuits owned by the company shall be permitted on leased line circuits.
- D. The transmission standards of the company shall be observed on all leased line circuits.

## XXIII. INDIVIDUAL LINE SERVICE

- A. The furnishing of individual line service is governed by the availability of facilities in any exchange area. The company reserves the right to refuse individual line service to an applicant.

## XXIV. MINIMUM CHARGES

- A. The minimum charge for service, the rates for which are quoted on a periodic basis, shall be the published rate, and the minimum charge for service.

## XXV. LINE EXTENSIONS

MATERIAL PREVIOUSLY FOUND UNDER THIS SECTION HAS BEEN MOVED TO TARIFF #36.

Issued by:  
Mark Feest, General Manager  
CC Communications Telephone  
Fallon, Nevada

Date Issued: June 6, 2013

Date Effective: July 1, 2013

RULES AND REGULATIONS

XXVI. BASIS OF MILEAGE CHARGES has been DELETED

XXVII. COMPANY'S RIGHT OF ACCESS TO CUSTOMER'S PREMISES

- A. The company's authorized employees may enter a customer's premises at all reasonable hours for the purpose of inspecting and repairing company rented instruments, installing or removing company rented lines and instruments, collecting, trouble shooting, or any other duties incident to the operation of the service.
- B. The company has the right to remove any and all of its rented property installed on the customer's premises at the termination of service, as provided for in these rules and regulations.

XXVIII. CHANGES IN TELEPHONE NUMBERS

- A. The assignment of a number to a customer's telephone service will be made at the discretion of the company. The customer has no proprietary right in the number, and the company may make such reasonable changes in telephone numbers or central office designation as the requirements of the service may demand.
- B. In cases where businesses change ownership, the normal procedure will be that the established business shall retain the established telephone number for that business, by using a supersedure process, unless the new owner of such business agrees to relinquish his right to such telephone number.
- C. The customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold the utility harmless of and from any claims, loss, damage, or liability which may result from the use of such listing. The utility does not undertake to determine the legal, contractual, or other right of the use of a name to be listed in a telephone directory of the utility.
- D. The company will be held harmless from any claims, loss, damage or liability which may result between customer served by the Telephone System and other parties as a result of the issuance of any telephone numbering scheme.

## RULES AND REGULATIONS

## XXIX. TELEPHONE DIRECTORIES

- A. Telephone directories containing the listings of customers of the company, together with other information, are the property of the company and are loaned to the customer only as an aid to the use of the telephone service by customers who shall maintain the directories in good condition. Upon delivery of a new issue of the directory, the customer may be required to surrender the old directory. No binder, holder, or auxiliary cover, except such as may be provided by or with any directory furnished by the telephone company, nor shall any advertising matter or contrivance be attached to directories without the consent of the company.
- B. The company will endeavor to publish in the telephone directory the correct listings of the names and telephone numbers of the customers on record on the date of the closing of the directory, but the company will not be liable for errors or omissions in the listings of its customers in the directory in an amount in excess of the amounts billed to or to be paid by the customer affected for the period from the date of issuance of the directory in which the mistake of omission occurred to the date of issuance of a new directory containing the proper listings.
- C. Listings of customers and telephone numbers that appear in the directories may be copyrighted by the company and the reproduction of these listings without permission is prohibited.
- D. All requests for changes in the listings of names and telephone numbers in the directory shall be made to the company in writing.

## XXX. OWNERSHIP AND USE OF FACILITIES

- A. General
  1. In general, except as otherwise provided in these Rules and Regulations, the company will at its own expense furnish, install, own and maintain exchange lines to include central office wiring, cable facilities and drop wire, (normally one span) up to and including protector equipment at the customer's premises (does not include jacks and the inside wiring of premises.) The normal installation and monthly recurring charge for exchange lines will apply. Normal construction standards of the company the National Electric Code will apply.
  2. Provision of these tariffs shall not be construed or applied to bar a customer from using devices which service his convenience in the use of the facilities of the telephone company, in the service for which they are furnished under this tariff, provided any such device as used, in the opinion of the company, would not endanger the safety of telephone company employees or the public; damage, required change in or alteration of or involve direct electrical connection to the equipment or other facilities of the telephone company except as provided for elsewhere in this tariff; or interfere with the proper function of such equipment or facilities; or impair the operation of the telephone system or otherwise injure the public in its use of the telephone company's services.

## RULES AND REGULATIONS

## XXXI. UNAUTHORIZED ATTACHMENTS NOT PERMITTED

- A. No electrical or mechanical device or advertising contrivance may be attached to or used with the company's equipment without approval, in accordance with local tariffs and governing F.C.C. requirements.
- B. No wire tapping or monitoring of any kind shall be permitted on any of the facilities owned by the company by anyone other than a duly authorized employee of the company.
- C. When trouble calls are made to a customer's premises and it is found that the trouble is caused by customer provided equipment, or that company equipment has been moved or modified by other than company personnel, the customer will be notified and the equipment causing the trouble should be removed immediately. A service charge for actual time, transportation and material will apply.  
If customer provided equipment is found to be physically connected to the company facilities without authorization from the company, arrangements will be made with the company before this equipment is reinstalled, to insure that the customer provided equipment is modified to meet the requirements of the company facilities and tariffs, and in accordance with governing F.C.C. requirements.
- D. In accordance with local tariffs and governing F.C.C. requirements, the customer may connect customer terminal equipment to the telephone network for use in conjunction with all services.
- E. The company must be notified when customer provided equipment is to be connected to the network. See Rules and Regulations XXXVI.

## XXXII. DISCONTINUANCE OF SERVICE DURING EMERGENCY PERIODS AND RESTORATION OF SUCH SERVICES.

- A. Whenever a disaster has occurred or there exists a "civil defense emergency period" or like emergency period, the company may take such emergency measure as shall be directed by appropriate governmental authority and, in addition, the company will take any and all such emergency measurements it may, within its discretion, deem necessary in the public interest for the provision, preservation or maintenance of service to essential users. Such emergency measures may require the discontinuance of available for emergency use or to meet other emergency requirements.
- B. The discontinuance of any service, pursuant to emergency measures taken in accordance with this Rule and Regulation, and the restoration of such discontinued service will, insofar as is practical, be made in accordance with the principles of priority set forth in the company's Rules and Regulations No. VI "Priority of Establishment and Superseding of Services".
- C. Each and every service furnished by the company shall be subject to this Rule and Regulation and the company will in no event be liable for any damage resulting from measures taken pursuant to this Rule and Regulation.

## RULES AND REGULATIONS

## XXXIII. RECOVERY OF INVESTMENT

- A. The company may, at its sole option and discretion, apply either of the condition set forth in 1 and 2 following in connection with any of its service offerings under any of its tariffs.

1. Advanced Payment

The company may require the customer to make an initial payment to the company in advance of the installation of all or any portion of equipment required for any service furnished. The amounts of any such payments will be the estimated installed costs of the equipment less an estimated net salvage value to the company of any reusable material.

The company will refund monthly to the customer a pro rata portion of the amount of such payment over an agreed upon period. The amounts of such monthly refunds will be determined by prorating the total customer payment in relation to the total number of months in such agreed upon period, provided, however:

- a. If a portion of the service is discontinued for any reason during such period, the monthly refund amount shall be proportionately reduced in relation to the estimated installed costs and net salvage value of the equipment involved in such portion, or
- b. If for any reason, the service is discontinued in its entirety during such period, the monthly refunds shall cease entirely as of the date of such discontinuance, or
- c. if the service is superseded during such a period to another customer, the company will continue such refund for the duration of such period subject to the conditions in a., and b., above.

2. Deferred Payment

The company and the customer may enter into an agreement, prior to the installation of all or any portion of equipment required for any service furnished under which the customer becomes liable to the company, for the duration of a specified period, for the estimated installed cost of the equipment less any estimated net salvage value to the company of any reusable material. This is called a "Basic Termination Liability Arrangement" and the amount of the customer's liability is called "Basic Termination Charge".



RULES AND REGULATIONS

XXXIII. RECOVERY OF INVESTMENT (Continued)

2. Deferred Payment (continued)

Such basic termination charges will be subject to reduction monthly, which reduction will be determined in relation to the total number of months in the agreed up period, at the expiration of which period the customer's basic termination liability ceases.

This basic termination liability arrangement will also stipulate:

- a. if any portion of the service is discontinued for any reason during such agreed upon liability period the remaining portion of the related basic termination charge shall be due and payable to the company upon demand; or,
- b. if, for any reason, the service in its entirety is discontinued during such period, the remaining portion of the related basic termination charge shall be due and payable to the company upon demand; and,
- c. if the service is superseded during the liability period to another customer, any remaining basic termination charge shall become due and payable to the company upon demand unless the superseding customer will agree with the company to assume such liability, such assumption not relieving the original customer or any other intermediate superseding customers from liability therefore in the event of default by the last superseding customer.

## RULES AND REGULATIONS

## XXXIV. LIABILITY

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

- A. The liability of the company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by the negligence of the customer, or of the company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount but equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission occurs.
- B. The company shall be indemnified and saved harmless by the customer against:
  1. claims for libel, slander and infringement of copyright arising from the material transmitted over the facilities;
  2. claims from infringement of patents arising from combining with, using in connection with, facilities furnished by the company, apparatus and systems of the customer; and
  3. all other claims arising out of any act of omission of the customer in connection with the facilities provided by the company or himself.
- C. The company is not liable for any act or omission of the other companies furnishing a portion of the service.
- D. The company does not guarantee to make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer indemnifies and holds the company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made instituted or asserted by the customer or by any other party of persons, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided. The company may require each customer to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- E. The company is not liable for any defacement of or damage to the premises of a customer or authorized joint user resulting from the furnishing of channel facilities or the attachment of the instruments, apparatus and associated wiring furnished by the company or customer on such premises or by the installation or removal thereof, when defacement or damage is not the result of negligence of the agents or employees of the company.
- F. The company shall be under no liability for the quality of defects in voice recordings where company or others combined transmitting and recording equipment is utilized in making such recordings.

## RULES AND REGULATIONS

## XXXV. ADOPTION OF NATIONAL FIRE AND ELECTRICAL CODES

The CC Communications Telephone does recognize, concur and accept the Codes, Standards and Recommended Practices prescribed by the National Fire and Electrical Protection Association, where the installation of communication apparatus is involved.

## XXXVI. CUSTOMER PROVIDED EQUIPMENT

- A. In accordance with local tariffs and governing F.C.C. requirements, the customer may connect terminal equipment to the telephone network, for use in conjunction with all service.
1. The company must be notified when customer provided equipment is to be connected to the network.
  2. The company will have the right to inspect any and all customer provided equipment to determine if it could cause harm to the company network, and the type of connecting arrangement to be used. The inspection made by the company does not guarantee the operation of the customer provided equipment.
  3. The company must give adequate written notice if changes they initiate require modification of customer provided equipment connected to the network.
  4. If customer provided equipment causes harm to the network, the telephone company may temporarily disconnect such equipment after verbal or written notice is given to the customer.
  5. The company will apply a maintenance service charge at applicable service rates and materials for each visit to a customer's premises in connection with a service difficulty when it is determined that the difficulty was due to a condition in customer provided terminal equipment or communications system which is connected to company facilities or that company rented equipment has been tampered with or modified in any way or for the maintenance of on premise jacks and wiring, if customer caused.
- B. Except as otherwise provided in these Rules and Regulations, the company will at it's own expense furnish, install, own and maintain exchange lines to include all central office wiring, cable facilities and drop wire, normally one span, up to and including protector equipment at the customer's premises (does not include jacks and inside wiring of the premises). The normal installation and monthly recurring charges for exchange lines will apply. Normal construction standard of the company and the National Electric Code will apply.
1. The company may wire a premises from the protector equipment up to and including the Reissued jack for primary service and may furnish subsequent wiring and jacks as required. Either the customer or the company may own this wiring as agreed upon at the time of installation. See also Deregulated Services Section #29. The charge for all jacks and wiring will be at the established rate. Normal construction standards of the company and the National Electric code will apply; applicable charges will apply for maintenance and moving of wiring and jacks, if customer caused and initiated.

## RULES AND REGULATIONS

## XXXVI. CUSTOMER PROVIDED EQUIPMENT (Continued)

## B. Company's Exchange Lines (continued)

2. If a customer requests that inside wiring, cable or jacks be moved, such move will be at his expense at the established rate.

## C. Connection with Certain Facilities of Customers

## I. General

Customer provided terminal equipment, and communications systems may be used with the facilities furnished by the company for telecommunications services as provided in the following paragraphs of this section and in other sections of this tariff. In all such cases, the customer provided terminal equipment of communications systems will be so constructed, maintained and operated as to work satisfactorily with the facilities of the company.

a. Where telecommunication service is available under this tariff for use in connection with customer provided terminal equipment, or communications systems, the operating characteristics of such equipment or system will be such as not to interfere with any of the services offered by the company. Such use if subject to the further provisions that the customer provided equipment of system does not endanger the safety of company employees or the public; damage, require change in or alteration of, the equipment or other facilities of the telephone, interfere with the proper functioning of such equipment or facilities, impair the operation of the telecommunications system or otherwise injure the public in its use of the company's service. Upon notice from the company that the customer provided equipment or system is causing or is likely to cause such hazard or interference, the customer will make such change as will be necessary to remove or prevent such a hazard or interference. The customer will be responsible for the payment of charges, as specified in other sections of this tariff, for visits by the company to the customer's premises where a service difficulty or trouble report results from customer provided equipment or system.

b. The company will not be responsible for the installation, operation or maintenance of any customer provided terminal equipment, or communications systems. Except where contracts have been established to do so telecommunications service is not represented as adapted to the use of customer provided terminal equipment or systems and where such are connected to company facilities, the responsibility of the company will be limited to the furnishing of facilities suitable for telecommunications service and to the maintenance and operation of such facilities in a manner proper for such telecommunications service; subject to this responsibility, the company will not be responsible for

- (1) the through transmission of signals generated by the customer provided equipment, protective circuitry, or systems or for the quality of or defects in, such transmission, or
- (2) the reception of signals by customer provided equipment, protective circuitry or systems.

Issued by:  
Mark Feest, General Manager  
CC COMMUNICATIONS TELEPHONE System  
Fallon, Nevada

Date Issued: June 6, 2013

Date Effective: July 1, 2013

## RULES AND REGULATIONS

## XXXVI. CUSTOMER PROVIDED EQUIPMENT (Continued)

- C. Connection with Certain Facilities of Customers (continued)
- c. The company will not be responsible to the customer or otherwise, in changes in the company's communications facilities, equipment, operations or procedures render the customer provided terminal equipment obsolete or require modification or alteration of such equipment. The company will give at least ten days notice in writing if such changes can reasonably be expected to occur, allowing the customer an opportunity to maintain uninterrupted service.
  - d. The company will not be responsible for any loss or damage, or for any impairment or failure of the service, arising from or in connection with the use of facilities of customers and not caused solely by the negligence of the company.
  - e. Satisfactory performance for the telecommunications network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assure such continuing compatibility, network control signaling in the furnishing of telecommunications service will be performed by equipment furnished installed and maintained by the company.
  - f. Where any customer provided equipment, or system is used with telecommunications service in violations of any of the provisions in this tariff, the company will take such immediate action as necessary for the protection of its services, and will promptly notify the customer of the violation. The customer will discontinue such use of the equipment or system or correct the violation and will confirm in writing to the company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the company within the time stated above will result in termination of the customer's service until such time as the customer complies with the provisions of this tariff.
  - g. Customer provided terminal equipment or systems which service a location which the company considers impracticable to service because of hazard or inaccessibility may be connected with telecommunications service only by means of connecting equipment furnished by the company.
  - h. The customer indemnifies and saves the company harmless against claims for infringement of patents arising from combining such equipment, or system with, or using it in connection with, facilities of the company; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the company.
  - i. The customer must provide all the electrical power necessary for the operation of customer provided communications systems equipment and associated lines to the point of interconnection.
  - j. The company will not be liable for damages arising out of injuries to persons or property from voltages or currents transmitted over the facilities of the company caused by customer provided terminal equipment or protective circuitry.

## RULES AND REGULATIONS

## XXXVI. CUSTOMER PROVIDED EQUIPMENT (Continued)

## D. Customer Provided Terminal Equipment

## 1. Direct Electrical Connection

Where the use of any customer provided terminal equipment as specified in these regulations involves electrical connection to the facilities furnished by the company, such connection will be made through a connecting arrangement furnished, installed and maintained by the company except as provided otherwise in this tariff.

## 2. Connection of Equipment

Terminal equipment excluding coin telephones, may be directly connected to the company's exchange facilities in accordance with a, through d., following, via a company provided connecting arrangement.

a. In the event customer provided terminal equipment, causes harm, the company will, when practicable, notify the customer that discontinuance of service may be required; however, where prior notification is not practicable, the company will,

- (1) promptly notify the customer of such temporary discontinuance,
- (2) afford the customer the opportunity to correct the situation which gave rise to the temporary discontinuance and,
- (3) inform the customer of his right to bring a complaint to the company.

b. Where a customer wishes to connect data equipment, it will be necessary to interconnect such equipment in accordance with the rules and regulation presently in effect which require the use of either a data set or data access arrangement will continue in effect until changed by the F.C.C.

c.. Technical information concerning interface parameters sufficient to allow the customer to properly interconnect his terminal equipment, including the number of ringers which may be connected to a particular telephone line will be provided by the company upon request.

## RULES AND REGULATIONS

## XXXVI. CUSTOMER PROVIDED EQUIPMENT (Continued)

## D. Customer Provided Terminal Equipment (continued)

## 3. Connection of PBX, PABX and Key Telephone Systems

- a. Customer provided PBX, PABX and key telephone systems may be connected to exchange facilities in accordance with these tariffs and governing F.C.C. Rules and Regulations
- b. Customer provided PBX, PABX and key telephone systems connecting to exchange facilities will be made only through PBX, PABX, and key trunk receptacles and company provided connecting arrangements.
- c. Customers desiring to connect PBX, PABX or key telephone systems to the company's exchange facilities, before such connection is made, are required to notify the company and assure a written record to inform the company of:
  - (1) such information that may be required to assure the compatibility.
- d. The company will have the right to inspect any and all customer provided equipment to determine if it could cause harm to the company network, and the type of connecting arrangement to be used. The inspection made by the company does not guarantee the operation of the customer provided equipment.
- e. In the event customer provided terminal equipment causes harm, the company will, when practicable, notify the customer that discontinuance of service may be required. However, where prior notice is not practicable, the company may discontinue service forthwith. Where prior notice of discontinuance of service is not practicable, the company will:
  - (1) promptly notify the customer of such temporary discontinuance
  - (2) afford the customer the opportunity to correct the situation which gave rise to the temporary discontinuance, and
  - (3) inform the customer of his right to bring a complaint to the company.
- f. Technical information concerning interface parameters sufficient to allow the customer to properly interconnect his terminal equipment, including the number of ringers which may be connected to a particular telephone line shall be provided by the company upon request.

## RULES AND REGULATIONS

## XXXVI. CUSTOMER PROVIDED EQUIPMENT (Continued)

- E. U.S. Army, Navy and Air Force  
Except as provided for elsewhere in this tariff, facilities of a telephone system of the U.S. Department of the Army, Navy, or Air Force which serves an establishment operated and administered under the direction of the Department and commanded by authorities of such establishment, may in lieu of other provisions contained in this tariff, be connected with facilities of the company for telecommunications service where the Secretary of the Department certifies in writing that reasons of military necessity require that the establishment be served by a telephone system of the Department. In addition, the facilities of a temporary telephone system of such Department, located off a permanent establishment of the Department for maneuvers, mobilization test or technical service tests will be so connected.
- F. U.S. Coast Guard and U.S. Army National Guard  
Except as provided for elsewhere in this tariff, the following customer provided facilities may be connected to facilities of the telephone company.  
U.S. Coast Guard telephone facilities in coastal areas as an aid in saving and protecting life and property.  
U.S. Army National Guard radio facilities to provide two-way point-to-point communications in time of natural disasters or other emergencies when local or toll facilities of the company are out of service at or between either of the service points.
- G. National Aeronautics and Space Administration  
Except as provided for elsewhere in this tariff, facilities of the National Aeronautics and Space Administration will be connected to facilities of the company for exchange and message toll service by means of switching or connecting by the company where the Director of NASA or his authorized representative notifies the company in writing that such connection is required for the control of space vehicles.
- H. U.S. Government Executive Department and Agencies  
Except as provided for elsewhere in this tariff, equipment of a Department or Agency of the Executive Branch of the U.S. Government used for the purpose of disguising or concealing the contents or meaning of communications may be connected to company station equipment or to company facilities in lieu of such station equipment, subject to the regulations and conditions stated below:



## RULES AND REGULATIONS

## XXXVI. CUSTOMER PROVIDED EQUIPMENT (Continued)

- H. U.S. Government Executive Department and Agencies (continued)
1. The head of the department of agency whose equipment is to be connected or his authorized representative, shall notify the company in writing that such connection is necessary to safeguard official information which required protection in the interest of the national defense, or other confidential official information disclosure of which to unauthorized persons would be detrimental to the public interest.
  2. The connection shall be made by means of connection equipment or arrangements.
- I. Federal Aviation Agency
- Except as provided for elsewhere in this tariff, private mobile systems provided by the Federal Aviation Agency may be connected by means of portable connecting equipment to company facilities for telecommunications service.
- J. Power, Pipe Line and Railroad Companies
- Except as provided for elsewhere in this tariff, the connection of customer provided communications systems will be in accordance with the following provisions:
1. Facilities of an electric power company or oil, oil products or natural gas pipe line company, or railroad company, provided primarily to communicate with points located along a right-of-way, including premises of such company anywhere in cities, towns or villages along the right-of-way, owned or controlled by such company will be connected with facilities furnished by the company to the same customer, subject to the regulations and conditions in H., 1 through 2, inclusive, in addition to those specified in A., above. Such connections will be made by means of switching or connecting equipment
  2. Such customer telephone facilities will be connected to private branch exchange switchboards or other telephone switching or terminal equipment's of the company, located in the same or different local service areas, for communication with stations and private line facilities associated with said switching or terminal equipment, provided, however, that, within the same local service area, a private branch exchange switchboard or other telephone switching or terminal equipment furnished by the telephone company for telecommunications service will not be connected with telephones associated with party line right of way circuits requiring line termination at the PBX nor with private telephone switching equipment of the customer except where such private telephone switching equipment is used exclusively for dispatching.

## RULES AND REGULATIONS

## XXXVI. CUSTOMER PROVIDED EQUIPMENT (Continued)

- J. Power, Pipeline and Railroad Companies (continued)
3. Facilities of the company, when connected with facilities of the customer, will not be used for communications of other than the customer, except that such facilities may be used for the communications of, and be connected with facilities furnished by the company to, other companies which:
    - a. are operated with the customer as parts of an integrated electric power, oil, oil products, or natural gas system or railroad system under direct or common ownership or control; or
    - b. own or operate electric power or pipe line or railroad system jointly with the customer; or
    - c. own or operate electric power or pipe line or railroad facilities interconnected with those of the customer.
- K. Connection with Customer Provided Alarm Detection and Reporting Equipment
- Except as provided for elsewhere in this tariff, the connection of customer provided communications systems will be in accordance with the following provisions.
1. Connection of customer provided alarm detection and reporting equipment with the facilities of the company will be made only through an alarm coupler. The alarm coupler consists of a one-way interface unit which, in response to a signal from the customer's device, seizes the telephone line transmits dial pulses corresponding to a predetermined telephone number and a prerecorded voice alarm report originated by the customer's device to the line and disconnects at the end of the report.
  2. The alarm coupler is furnished only for use in connection with telephones associated with individual lines or dial PBX or CENTREX station lines.
  3. The alarm coupler is furnished only for the purpose of reporting condition or result of an operation of customer provided equipment with which it is associated and will not be used to connect any other customer provided equipment with telephone company facilities.
  4. Customer provided alarm detection and reporting equipment connected through an alarm coupler will not be used to interconnect any line or channel of the company with any other line or channel of the company or any other person.

## RULES AND REGULATIONS

## XXXVI. CUSTOMER PROVIDED EQUIPMENT (Continued)

## K. Connection with Customer Provided Alarm and Detection Equipment (continued)

5. The operating characteristics of the customer provided alarm detection and reporting equipment will be such that the equipment will function properly with the facilities of the company and not interfere with any of the services offered by the company. Upon notice from the company that the equipment of the customer is causing or is likely to cause hazard or interference, the customer will make such changes as may be necessary to remove or prevent such a hazard or interference.

## L. Network Protection Criteria

To protect the telecommunications network and the service furnished to the general public by the company from harmful effects, the signal from the customer provided communications system to the long distance message telecommunications network must comply with the following minimum network protection criteria: except where otherwise specified in this tariff.

1. Where the customer provided communications system is connected with long distance message telecommunications service through an arrangement and network control signaling unit furnished by the company, the customer provided communications system must comply with the following 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 12 db below one milliwatt when averaged over any three second interval. To permit each customer, independent of distance from the central office, to supply signal power which approximates the 12 db below one milliwatt limit at the central office, the power of the signal which may be applied by the customer provided equipment to the company interface located on the customer's premises will be specified for each customer's locations, but in no case will it exceed one milliwatt.
  - b. to protect other services it is necessary that the signal which is applied by the customer provided equipment to the company interface located on the customer's premises meets the following limits:
    - (1) the power in the band from 3,995 Hertz to 4,005 Hertz will be at least 18 db below the power of the signal as specified in J., I., a., above:
    - (2) the power in the band from 4,000 Hertz to 10,000 Hertz will not exceed 16 db below one milliwatt:
    - (3) the power in the band from 10,000 Hertz to 25,000 Hertz will not exceed 24 db below one milliwatt:

## RULES AND REGULATIONS

## XXXVI. CUSTOMER PROVIDED EQUIPMENT (Continued)

## L. Network Protection Criteria (continued)

- (4) the power in the band from 25,000 Hertz to 40,000 Hertz will not exceed 36 db below one milliwatt;
  - (5) the power in the band above 40,000 Hertz will not exceed 50 db below one milliwatt.
- c. To prevent the interruption or disconnection of a call, or interference with network control signaling, it is necessary that the signal applied by the customer provided equipment of the company interface located on the customer's premises at no time have energy solely in the 2450 to 2750 Hertz band. If signal power is in the 2450 to 2750 Hertz band, it must not exceed the power present at the same time in the 800 to 2450 Hertz band.

## XXXVII. AUTOMATIC DIALING DEVICES

Automatic dialing devices which have storage capability of numbers to be called at random, or a sequential number generator that produces numbers to be called and has the capability of working alone or in conjunction with other equipment that can disseminate a prerecorded message to the number called, are not allowed to be attached or used with service provided by the company.

## XXXVIII. MAINTENANCE OF RECORDS

## A. Required Records

1. Each utility shall prepare and maintain records for at least 1 year.
2. The records must contain:
  - (a) The number and accumulated amounts of deposits that have been collected and returned; and
  - (b) For each of its customers:
    - (1) His payment performance;
    - (2) The amount for each billing period;
    - (3) The number and general description of the written complaints filed with the utility;
    - (4) The number of agreements for payment entered into by the utility; and
    - (5) The number of terminations and reconnections of service.
3. Upon the request of the commissioners, a utility shall submit to the commission, in writing, a summary of the information contained in those records.

## B. Privacy of Records

Except for information contained in its telephone directory list, a utility may not provide any information concerning its customers to any person for commercial purposes without the approval of the customers. Nothing in this section shall be deemed to preclude a utility from providing any person, including any other utility or a carrier between local areas of transport and access, with information necessary to provide utility services.