

RANGE TELEPHONE COOPERATIVE, INC.

**Exchange Tariff
Wyoming**

**PSC Wyo. No. 5
12th Revised Check Sheet No. 1
Cancels 11th Revised Check Sheet No. 1**

Issued: September 30, 2016

Effective:

Check Sheet 1 and each sheet identified below are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date hereof.

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**PSC Wyo. No. 5
3rd Revised Sheet No. 1-4
Cancels 2nd Revised Sheet No. 1-4**

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**PSC Wyo. No. 5
1st Revised Sheet No. 3-1
Cancels Original Sheet No. 3-1**

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3.0 GENERAL RULES AND REGULATIONS

3.1 APPLICATION

The rules and regulations specified herein apply to the intrastate services and facilities furnished by the Range Telephone Cooperative, Inc., hereinafter called the Company. Upon failure on the part of the subscribers to observe these regulations of the Company, after due notice of such failure, the Company may discontinue the furnishing of service.

In the event of a conflict between any rate, rule, regulation, or provision contained in these General Rules and Regulations, and any rate, rule, regulation or provision contained in the Local Exchange Service Tariffs, or Message Toll Telephone Service Tariffs, the rate, rule, regulation or provision contained in the specific tariff shall prevail.

These Tariffs cancel and supersede all other Tariffs of the Company issued and effective prior to the effective date of these Tariffs.

3.2 EXPLANATION OF SYMBOLS

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify increase to a rate or charge
- (M) To signify matter relocated without change
- (N) To signify new rate or regulation
- (R) To signify reduction to a rate or charge
- (S) To signify matter reissued without change
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

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3.3 OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

3.3.1 Availability of Facilities

The company's obligation to provide facilities and service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights-of-way for the construction and maintenance of the necessary equipment.

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3.0 GENERAL RULES AND REGULATIONS

3.7 ESTABLISHMENT AND MAINTENANCE OF CREDIT

The Company is not obligated to furnish service to any individual or firm that owes for service previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. The Company is not obligated to continue to furnish service to an individual or firm whose credit is or becomes, in the opinion of the Company, doubtful. In order to insure the payment of all charges due for its service, the Company may require any subscriber to establish and maintain his credit in the following ways:

- (1) By furnishing references acceptable to the Company;
- (2) By providing a suitable guarantee in writing, in the form prescribed by the Company;
- (3) By means of a cash deposit.

3.7.1 Deposits

- i) The Company may require a deposit to guarantee payment. This deposit shall not be considered advance payment of bills, but shall be held as security for payment for service rendered. The Company may refuse service to an applicant or terminate service to a customer for failure to comply with this section. Company policies governing deposits shall be applied uniformly.
- ii) The Company may require a customer deposit if:
 - (1) A prior service account with the Company remains unpaid and undisputed at the time of application for service;
 - (2) Service from the Company has been terminated for:
 - (a) Nonpayment of any undisputed delinquent bill;
 - (b) Failure to reimburse the Company for damages due to the customer's negligent or intentional acts; or
 - (c) Acquisition, diversion or use of service without the authorization or knowledge of the Company.
 - (3) Information provided upon application for service is materially false or misrepresentative;
 - (4) The application is for initial service with the Company or the applicant did not have service with the Company for a period of at least 12 consecutive months during the past four years;
 - (5) The applicant or customer is unable to pass an objective credit screen;
 - (6) The request is for service at an address where a former customer with an undisputed delinquent bill for service still resides or conducts business; or
 - (7) The applicant for service, or the customer, has been brought within the jurisdiction of the bankruptcy court or has had a receiver appointed in a state court proceeding, within the five-year period immediately preceding the request for service.

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3.0 GENERAL RULES AND REGULATIONS

3.7.1 Deposits (cont'd)

- iii. A Company shall not require a deposit as a condition of new or continued service based upon any criterion not specifically authorized by this section.
- iv. Unless otherwise ordered by the Commission, the required deposit shall not exceed the amount of the average estimated bill for 60 days of service.
- v. The Company shall retain records showing:
 - 1) The name and address of each customer making the deposit;
 - 2) The date and amount of the deposit; and
 - 3) Each accounting transaction concerning the deposit.
- vi. The Company shall provide the customer a non-assignable receipt or other record of deposit, showing the date and amount received.
- vii. The Company shall calculate simple interest on deposits at the Commission's Authorized Interest Rate. Interest shall apply only to deposits held for at least six months, but will accrue from the initial date of deposit through the date the deposit is returned to the customer.
- viii. Deposits and any unpaid interest earned on deposits shall be applied as a credit to customer's bill, unless requested by the customer to be refunded, when:
 - 1) The accrued interest equals or exceeds \$10.00. The Company shall apply the credit at least annually;
 - 2) A customer has received 12 consecutive months of service, with no cause to disconnect and bills have been paid when due; or
 - 3) Service is discontinued. The Company shall not require the customer to provide the original receipt in order for the deposit to be returned. Any credit balance on the account after the deposit is applied shall be refunded to the customer. If the Company is unable to make the refund due to lack of knowledge of the customer's location, additional interest will not accrue after the service discontinuation date. The Company shall manage such deposits as unclaimed property as required by Wyoming law.

3.8 INITIAL BILLING PERIODS AND TERMINATION OF SERVICE

3.8.1 Initial Billing Periods

Except as hereinafter provided, the initial (or minimum) billing period for all services and facilities is one month at the same location.

The length of contract period for directory listings where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the subscribers to the day the succeeding directory is first distributed to the subscribers.

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3.0 GENERAL RULES AND REGULATIONS

3.8.1 Initial Billing Periods (Cont'd)

Exceptions include:

- (1) The contract for the main station is terminated;
- (2) The listed party becomes a subscriber to some other class of exchange service;
- (3) The listed party moves to a new location;
- (4) The listed party dies.

3.8.2 Termination of Service

Service may be terminated prior to the expiration of the initial billing period upon notice being given to the Company and upon payment of the termination charges given below, in addition to all charges due for services rendered.

In the case of service for which the initial billing period is one month, the charges due for the balance of the initial month.

Upon the Company being notified, service may be terminated after the initial billing period. The subscriber is responsible for payment of all charges due to the date of termination of the service.

3.9 PAYMENT FOR SERVICE AND FACILITIES

The subscriber shall pay for local services and facilities monthly in advance, except units of government, and shall pay for toll messages and any other charges when billed. Failure to receive a bill does not relieve the subscriber of the responsibility for payment in accordance with the provision set forth herein.

All bills for local, toll, or miscellaneous services are due when rendered, and are payable at the office of the Company. Bills become past due 15 days after the date of the bill, and become delinquent 25 days after the date of the bill.

When warranted, in the judgment of the management, special toll bills may be rendered. In such cases, the amounts billed are due and payable on demand.

In the event of nonpayment of any sum for exchange, toll, or other service, the Company may suspend the service or discontinue the service without suspension, provided the telephone utility has first given written notice pursuant to Section 3.9.1. In the event there is disagreement or dispute concerning a bill for telephone service, the subscriber shall have the right to deposit a sum of money equal to the amount of the bill with the Company pending settlement and thereby avoid discontinuance of service for nonpayment.

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3.0 GENERAL RULES AND REGULATIONS

3.9 PAYMENT FOR SERVICE AND FACILITIES (Cont'd)

The regular service connection charge will be made for reconnecting services which have been discontinued for non-payment of charges due. No allowance will be made for loss of service.

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In the event the service of a subscriber has been twice denied for nonpayment within the previous twelve (12) months, service may be terminated in lieu of a third denial. Service then may be re-established at the option of the Company only on the basis of a new application. A guarantee deposit will also be required before service is established.

If a subscriber pays by a check and the check is returned from the bank due to insufficient funds or no account, a cash payment to redeem the check must be made within two business days or service will be denied without further notification. A \$30.00 charge will apply to all checks returned from the bank.

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3.9.1 PROCEDURES FOR DISCONTINUANCE OF SERVICE

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Unless otherwise ordered by the Commission, the Company will not terminate service to a Customer for violating its rules and regulations or for nonpayment of bills for service until the Company has given at least seven calendar days' notice to the customer.

Notice shall be effective when a copy is provided to the customer in person, by telephone after customer verification, or received by U.S. mail at the customer's last known mailing address. Additional notice may be provided electronically. The notice shall contain:

- a. The name of the person whose account is delinquent and the service address to be discontinued;
- b. The rule or regulation that was violated or the amount of the unpaid delinquent bill;
- c. The effective date of the notice and the date on or after which service is to be discontinued;
- d. The Company's specific address and phone number for information regarding how to avoid service discontinuation; and
- e. A statement advising the customer how to contact the Commission if discontinuation is disputed.

The notice shall inform the customer that, if prior to the initial date for the discontinuation, the customer provides the Company with written verification from a health care provider responsible for the care of a customer or his/her co-habitants stating that their health or safety would be seriously endangered if telecommunications services were discontinued, the Company shall extend the date for discontinuation set forth in the notice by 15 days (22 days total) to allow for bill payment.

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3.0 GENERAL RULES AND REGULATIONS

3.9 PROCEDURES FOR DISCONTINUANCE OF SERVICE (Cont'd)

The Company may discontinue service between 8:00 a.m. and 4:00 p.m., Monday through Thursday, without further notice when:

- a. The notification period has elapsed and the delinquent account has not been paid;
- b. Acceptable payment arrangements have not been made with the Company; or
- c. The Company is not satisfied the customer has ceased violating the Company's rules and regulations.

The Company may discontinue service to a customer without advance notice for reasons of safety, health, cooperation with civil authorities, fraudulent use, or tampering with or destroying Company service facilities.

If a telecommunications bill, or portion of a bill, is in dispute and, if the customer pays the portions not in dispute, the Company may not disconnect service for nonpayment of the disputed bill while the dispute is unresolved.

When service has been disconnected for violation of the Company's rules and regulations, nonpayment of bills or fraudulent use of service, and the customer desires the service to be reconnected, the Company may require the customer to pay in full all bills due for service rendered up to the date service was discontinued, plus such reasonable reconnection charge as is stated in the Company's tariffs, prices, price schedules, rules and regulations. The Company shall not be required to restore service in such cases until the customer has complied with all of the Company's rules and regulations on service reconnections.

3.10 SPECIAL SERVICES AND FACILITIES

Special service and facilities, not ordinarily used in the furnishing of telephone service and not otherwise provided for, by the Tariff schedules of the Company, may be furnished or leased pursuant to special contract for such special service or facility for such period as may be agreed upon provided such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Company. In the event any such special service or facility or the use made thereof interferes with the furnishing of the telephone service by the Company, the Company may terminate such contract and cease to furnish such special service or facility after thirty days written notice to the subscriber; and provide further that the Commission may terminate such contract whenever in its opinion, public interest requires such termination.

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