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July 30, 2012

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**PUBLIC SERVICE COMMISSION**

Mr. Darrell Nitschke  
Executive Secretary  
Public Utilities Division  
Public Service Commission  
600 East Boulevard Ave, Dept 408  
Bismarck ND 58505-0480

RE: WRT TARIFF General Rules and Regulations Section 3, Special Conditions Section 6 and Rates and Charges Section 10

Dear Mr. Nitschke:

The updated West River Telecommunications Cooperative's General Rules and Regulations Section 3, Special Conditions Section 6 and Rates and Charges are enclosed for filing effective September 1, 2012. Changes were made to Sections 3.2.3, 3.5.4, Section 6.1.2 and Section 10.2.

We are enclosing three copies of West River Telecommunications Cooperative's updated Tariff Sections 3, 6 and 10. We are also enclosing one copy of the strike through version.

We are sending three copies of our Tariff changes, two are for the Public Service Commission and one is to be date stamped and returned to us for our documentation of the filing.

We will send an electronic copy to [ndpsc@nd.gov](mailto:ndpsc@nd.gov)

Please contact me if you have any questions about this filing.

Sincerely,

Loretta Beckman  
Executive Assistant

lmb

1 **PU-12-655** Filed: 7/30/2012 Pages: 41  
**Revisions to general rules and regulations**

Enclosures (4)  
Electronic Copy: [ndpsc@nd.gov](mailto:ndpsc@nd.gov)

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Loretta Beckman

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**GENERAL RULES AND REGULATIONS**

**Table of Contents**

	<u>Sheet No.</u>
<b>3.1 <u>GENERAL APPLICATION</u></b>	3
<b>3.2 <u>ESTABLISHING SERVICE</u></b>	
3.2.1 Availability of Facilities	3
3.2.2 Application for Service	4
3.2.3 Cancellation or Change in Application for Service	5
3.2.4 Refusal of Service	6
3.2.5 Minimum Service Periods	6
3.2.6 Deposits	7
3.2.7 Deposits Not to Affect Regular Collection Practices	7
3.2.8 Interest to be paid on Deposits	7
3.2.9 Special Services and Rates	7
<b>3.3 <u>FURNISHING OF SERVICE</u></b>	
3.3.1 Provision and Ownership of Service and Facilities	8
3.3.2 Right of Way	8
3.3.3 Emergency Procedures	8
3.3.4 Company Facilities at Hazardous or Inaccessible Locations	9
3.3.5 Protective Equipment	9
3.3.6 Telephone Numbers	9
3.3.7 Classifications of Service	10
3.3.8 Installation, Maintenance and Repair of Facilities	11
3.3.9 Work Performed Outside Regular Working Hours	11
<b>3.4 <u>USE OF SERVICE AND FACILITIES</u></b>	
3.4.1 Use of Service	12
3.4.2 Accessories Provided by the Customer	12
3.4.3 Transmitting Messages	12
3.4.4 Unlawful, Abusive, or Fraudulent Use of Service	13
3.4.5 Combined Main Station Service	13
<b>3.5 <u>DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE</u></b>	
3.5.1 Disconnection of Service	14
3.5.2 Termination of Service	16
3.5.3 Suspension of Business & Residence Service	16
3.5.4 Restoration of Service	16

**GENERAL RULES AND REGULATIONS**

**Table of Contents**

	<u>Sheet No.</u>	
<b>3.6</b>	<b><u>CREDIT PROCEDURES</u></b>	
3.6	Credit Procedures	17
3.6.1	Late Payment Charges	21
3.6.2	Monthly Recurring Telephone Service & Toll Billing	22
<b>3.7</b>	<b><u>CUSTOMER RELATIONS</u></b>	
3.7.1	General	22
3.7.2	Customer Complaints	23
3.7.3	Payment for Service	23
3.7.4	Allowance for Interruptions	25
3.7.5	Adjustment of Charges for Overbilling and Underbilling	26
3.7.6	Disputed Bills	26
<b>3.8</b>	<b><u>LIABILITY OF THE COMPANY</u></b>	
3.8.1	Service Irregularities	27
3.8.2	Use of Facilities of Other Connecting Carriers	27
3.8.3	Indemnifying Agreement	27
3.8.4	Defacement of Premises	27
3.8.5	Service and Facilities in Explosive Atmospheres	28
3.8.6	Change of Telephone Numbers	28
<b>3.9</b>	<b><u>EMERGENCY (E911) SERVICE</u></b>	
3.9.1	Liability of the Company	29
<b>3.10</b>	<b><u>TAMPERING WITH EQUIPMENT</u></b>	
3.10.1	General	30
<b>3.11</b>	<b><u>OVERTIME WORK DONE AT SUBSCRIBER'S REQUEST</u></b>	
3.11.1	General	30

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## GENERAL RULES AND REGULATIONS

### 3.1 GENERAL APPLICATION

The rules and regulations set out in this tariff apply to the local exchange services and associated facilities furnished by the Company within its exchanges listed in Section 2 of this tariff.

The rules and regulations in this section govern the furnishing of local exchange service to customers. These rules and regulations are in addition to the rules and regulations contained in other sections of this General Exchange Tariff.

Complete tariffs containing all rates for local exchange service will be kept at all times in the Company's local business office where they will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.

The rules and regulations specified herein may be modified. The Company will comply with any changes which take precedence over this General Exchange Tariff.

Failure on the part of any customer to observe these rules and regulations of this tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.

This tariff cancels and supersedes all other Local Exchange tariffs of the Company issued and effective prior to the effective date shown on the individual sheets of this tariff.

### 3.2 ESTABLISHING SERVICE

#### 3.2.1 Availability of Facilities

- A. The Company's obligation to furnish service is dependent on its ability to obtain and maintain suitable rights and facilities, at reasonable expense, for the provision of such service.
- B. The rates and charges quoted in this tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.

## GENERAL RULES AND REGULATIONS

### 3.2 ESTABLISHING SERVICE (cont'd)

#### 3.2.1 Availability of Facilities (cont'd)

- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations set forth in Section 6 of this tariff, except as otherwise specified.
- D. The Company shall not be liable for failure to furnish service unless the purchase price and costs expended by the Company in acquiring such special or private rights of way by purchase or condemnation is paid or guaranteed to the Company by the customer. The rights of way referred to here are only those rights of way leading from the Company's distribution facilities to the premises of the customer.
- E. When service and facilities are provided in part by the Company and in part by other connecting companies, the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

#### 3.2.2 Application for Service

- A. Applications for service may be made orally or in writing and shall constitute a contract either when accepted by authorized employees or agents of the Company or upon establishment of service.
- B. Requests or orders by the customer for additional services or facilities may be made verbally. However, the Company may require a new application and contract if the Company deems necessary.
- C. An applicant who has no account with the Company, or whose financial responsibility is not readily ascertainable, may be required to make an advance payment, plus deposit, or construction charges that may be applicable.

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## GENERAL RULES AND REGULATIONS

### 3.2 ESTABLISHING SERVICE (cont'd)

#### 3.2.3 Cancellation or Change in Application for Service

- A. Where the customer cancels an application for service prior to the start of installation of service or of special construction no charge applies.
- B. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the minimum activation fee may apply.
- C. For switched and nonswitched services, the cancellation charge shall be the costs incurred by the Company up to the time of cancellation.
- D. Where special construction has been started prior to the cancellation, a charge equal to the costs incurred in the special construction, less net salvage, shall apply. Installation or special construction for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred.
- E. When a customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the customer also is required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

## GENERAL RULES AND REGULATIONS

### 3.2 ESTABLISHING SERVICE (cont'd)

#### 3.2.4 Refusal of Service

##### A. Compliance by Applicant:

1. The Company may refuse to serve an applicant until such applicant has complied with the State and Municipal regulations and the rules and regulations outlined in the Company's tariff on file with the Commission. Service also may be refused for any one of the following reasons:
  - a. Applicant's facilities inadequate: If the applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given.
  - b. Indebtedness: If the applicant is indebted to the Company for the local service.

##### B. Applicant's Recourse

In the event the Company refuses to serve an applicant, the Company will inform the applicant of the reasons for its refusal and that the applicant may file a complaint with the Commission.

#### 3.2.5 Minimum Service Periods

- A. Unless otherwise specified elsewhere in this tariff, the minimum service period for all services offered in this tariff is one month beginning on and including the day following the establishment of service. For purposes of administration, each month is considered to have thirty (30) days.
- B. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations.

## GENERAL RULES AND REGULATIONS

### 3.2 ESTABLISHING SERVICE (cont'd)

#### 3.2.6 Deposits

The amount of deposit required for the purpose of establishing a subscriber's credit will be based on credit history. The size of the deposit shall be at the discretion of the Company's Credit Department. The Company may require the subscriber to increase the amount of the deposit at any time if, in its opinion, the charges billed against the subscriber are found to warrant such an increase. Interest will be paid on deposits.

#### 3.2.7 Deposits Not to Affect Regular Collection Practices

The fact that a deposit has been made shall in no way relieve the applicant or subscriber from complying with the Company's regulations as to advance payments and the 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 the Company for services rendered. The Company may discontinue service to any subscriber failing to pay current bills without regard to the fact that such subscriber has made a deposit with the Company to secure payment of such bills or has furnished the Company with a guarantee in writing of such bills.

#### 3.2.8 Interest to be paid on Deposits

Interest shall be paid by the Company on all deposits made for the purpose of establishing credit. Simple interest shall be applied monthly. The current annual interest rate will be used.

#### 3.2.9 Special Services and Rates

Special services such as private branch exchanges, private line service in the rural areas, etc., will be offered under the conditions set forth in the respective sections of the General Exchange Tariff.

## GENERAL RULES AND REGULATIONS

### 3.3 FURNISHING OF SERVICE

#### 3.3.1 Provision and Ownership of Service and Facilities

- A. Service and facilities furnished by the Company on the premises of a customer or authorized user are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premises at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the customer's premises, or to remove such facilities which are no longer necessary for the provision of service.
- B. No Company employee shall enter the residence of a customer without proper authorization.

#### 3.3.2 Right of Way

- A. Provision of Right-of-Way

The Company's obligation to provide service through line extensions is solely dependent upon its ability to secure, retain and maintain suitable rights-of-way without unreasonable expense.

- B. Private Property

1. The customer will provide the Company, upon request and without charge, written permission for the placing of Company's facilities on their property.

#### 3.3.3 Emergency Procedures

The Company may make reasonable provisions to meet emergencies resulting from failure of service and may establish procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.

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**GENERAL RULES AND REGULATIONS**

**3.3 FURNISHING OF SERVICE (cont'd)**

**3.3.4 Company Facilities at Hazardous or Inaccessible Locations**

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. Remuneration to the Company is to be based on the costs involved.
- B. The customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service.

**3.3.5 Protective Equipment**

- A. Protective equipment is required when a hazardous electrical environment is present at a customer's premises and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or customers. The customer will provide its own protective equipment subject to Company specifications.
- B. Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to customer's premises where there are high ground potentials will be provided by the customer, subject to Company specifications.

**3.3.6 Telephone Numbers**

- A. Telephone numbers are the property of the Company and are assigned to the service furnished the customer. The Company reserves the right to change such numbers and/or the central office name associated with such numbers assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.

## GENERAL RULES AND REGULATIONS

### 3.3 FURNISHING OF SERVICE (cont'd)

#### 3.3.6 Telephone Numbers (cont'd)

- B. The Company shall list each customer with Directory Assistance, except those numbers not listed at the customer's request, in order that the Directory Assistance operators can provide the requested telephone numbers based on customer names and addresses.
- C. When additions or changes in plant or changes to any other of the Company's operations necessitate changing telephone numbers to a group of customers, at least sixty (60) days written notice shall be given to all affected customers even though the addition or changes may be coincident with a directory issue.

#### 3.3.7 Classifications of Service

##### A. Basis for Classification

The Company reserves the right to classify any local service furnished a customer as business or residence service, in compliance with this tariff.

##### B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

##### C. Application of Residential Rates

Residential rates apply when service is furnished to customers where the actual or obvious use is for domestic purposes.

##### D. Changes in classification from either residential service to business service may be made without change in telephone number if the customer so desires.

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**GENERAL RULES AND REGULATIONS**

**3.3 FURNISHING OF SERVICE (cont'd)**

**3.3.8 Installation, Maintenance, and Repair of Facilities**

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this tariff, is borne by the Company. Where special conditions or requirements of the customer involve unusual construction or installation costs, the customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service and not due to ordinary wear and tear, the customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
  
- B. The customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable tariffs. The Company shall have the right to charge the customer for losses experienced as a result of unauthorized tampering.

**3.3.9 Work Performed Outside Regular Working Hours**

The rates and charges specified in this tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the customer may be required to pay the amount of additional costs the Company incurs as a result of the customer's special requirements, in addition to the other rates and charges specified in this Tariff.

## GENERAL RULES AND REGULATIONS

### 3.4 USE OF SERVICE AND FACILITIES

#### 3.4.1 Use of Service

- A. Except as stipulated in this tariff, the service and facilities furnished by the Company may not be used for any purpose for which a payment or compensation shall be received by the customer, either directly or indirectly, from any other person, firm, or corporation, for such use or in the collection, transmission or delivery of any communication for others, unless stipulated by the FCC or Commission.
- B. Given the customer's exclusive control of his communications over the Company's provided facilities, and of the other uses for which the Company facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified herein.

#### 3.4.2 Accessories Provided by the Customer

No equipment, accessory, apparatus, circuit or device that is not in compliance with the Company's technical standards shall be attached to or connected with Company facilities. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections, and shall be billed for each service call made to his premises because of the use of such attachments or connections.

#### 3.4.3 Transmitting Messages

The Company offers the use of its facilities when available for communication between end users. However, the Company will not transmit messages and will not be liable for errors in transmission or for failure to establish connections.

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**GENERAL RULES AND REGULATIONS**

**3.4 USE OF SERVICE AND FACILITIES (cont'd)**

**3.4.4 Unlawful, Abusive, or Fraudulent Use of Service**

The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this rule.

**3.4.5 Combined Main Station Service**

- A. To the extent that facilities and equipment for the purpose are available, two flat rate individual line main stations with identical outgoing service privileges may be combined, i.e., permanently bridged, with the exception of a pay station, in a manner permitting answering of calls for either at the other station. Where so combined the station bell at each main station will ring when either of the stations is called, except where it is practicable to associate an extension bell or other auxiliary signal with and on the same premises as such a main station, to indicate incoming calls directed to the other. Such auxiliary signals, where furnished, are subject to tariff rates.
- B. If two main stations thus combined are located within the same central office area, and serviced by a central office of such central office area, the flat rate for individual line change applies to each main station.
- C. Combined main station service is ordinarily provided only when both main stations are contracted for by the same subscriber, or when one subscriber is in business with, or is an employee or agent of, the other subscriber concerned.

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**GENERAL RULES AND REGULATIONS**

**3.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE**

**3.5.1 Disconnection of Service**

**A. Disconnection for Non-Payment**

1. The due date of the bill for telephone service shall be the 20<sup>th</sup> of each month.
2. A customer's service may be disconnected if the bill has not been paid or a deferred payment agreement entered into by the date printed on the Final Notice.
3. Proper notice shall consist of a separate mailing or hand delivery at least 10 days prior to a stated date of disconnection.
4. When customers contact the Company to discuss their inability to pay a bill or indicate that they are in need of assistance with their bill payment, the Company or its representative shall inform the customer of all alternative payment and payment assistance programs available from the Company.

**B. Disconnection With Notice - Other Violations**

Telephone service may be disconnected after proper notice for the following reason:

Violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.

**Revised February 1, 2011**  
**Revised August 15, 2006**

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**GENERAL RULES AND REGULATIONS**

**3.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (cont'd)**

**3.5.1 Disconnection of Service (cont'd)**

C. Telephone service may be disconnected without notice under any of the following conditions:

1. Where a known dangerous condition exists, for as long as the condition exists.
2. Where service is connected without authority by a person who has not made application for service or who has reconnected service without authority following termination of service for nonpayment, or in instances of tampering with the Company's equipment or bypassing the same.
3. Failure to pay a delinquent account or failure to comply with the terms of a deferred payment agreement.
4. When telephone service is requested in another name and the individual who owes the Company money still resides at that location.

D. Disconnection of Service by the Customer

Service may be terminated at any time upon reasonable notice from the customer to the Company. Upon such termination, the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period, or applicable termination charges, or both.

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**GENERAL RULES AND REGULATIONS**

**3.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (cont'd)**

**3.5.2 Termination of Service**

Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished plus any termination charge which may be applicable. No minimum or termination charge will apply in the event the service is terminated because of the condemnation, destruction, or damage to property by fire or other cause beyond the control of the customer.

**3.5.3 Suspension of Business & Residence Service**

- A. Upon request, a customer receiving business or residence services may arrange for the temporary suspension of such service, for vacation or other similar purposes, subject to the terms and conditions specified in this tariff.
- B. Suspension of service at the request of the subscriber is not offered in connection with foreign listings or other representation in foreign directories, or directory listings.

**3.5.4 Restoration of Service**

- A. For restoration of a customer's communications service when service has been disconnected, charges are applicable:
  - 1. Service will be restored within a reasonable length of time during regular working hours after full payment or payment arrangements have been made for all past due charges, including the activation fee for restoration of service. Where the history of a customer account warrants such action, the Company may request the customer to supply cash, money order, or cashier's check in payment for the bill and activation fee in lieu of accepting a personal check or money not guaranteed.

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**GENERAL RULES AND REGULATIONS**

**3.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (cont'd)**

2. If the customer's service has been terminated, the customer will need to apply for reconnection of service before having service restored. A activation fee will apply.

**Revised August 1, 2012**  
**Revised February 1, 2011**

**3.5.4 Restoration of Service (cont'd)**

3. At its discretion, the Company may restore or re-establish service which has been suspended or disconnected for nonpayment of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for nonpayment of charges due and unpaid, or for the violation of the provisions of this tariff. Moreover, the Company's failure to suspend or disconnect service for nonpayment of any past due account or accounts shall not operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

**3.6 CREDIT PROCEDURES**

**3.6 Credit Procedures**

West River Telecommunications Cooperative is not obligated to furnish essential and/or non-essential service to any individual or firm that owes for that service type at the same or a different address until arrangements have been made to make payment of such indebtedness to WRT.

- A. Customers will receive credit classifications based on the following criteria:
  1. "A" - A customer who always pays prior to the due date.
  2. "B" - A customer with a good credit history, timely payment and no treatments to an account.
  3. "C" - A customer who is, or has been, two months delinquent and has received a reminder notice within the past 12 months.

**GENERAL RULES AND REGULATIONS**

**3.6 CREDIT PROCEDURES (cont'd)**

4. "D" - A customer who is, or has been, two or three months delinquent and has received notice within the past 12 months. Also, a customer who has been disconnected for non-payment once within six months and/or, has had two Non-Sufficient Fund checks within six months.

**Revised February 1, 2011**

- B. To protect the Cooperative from potential non-payment of charges due for service rendered, WRT may require any subscriber to establish and maintain the subscriber's credit status in one or more of the following ways:
  1. By furnishing references acceptable to the Cooperative. Information required at the time of application for service includes:
    - a. Social Security Number
    - b. Birth date
    - c. Mailing address - a post office box, street or rural mailing address
    - d. Previous telephone number
  2. By means of a credit deposit based on credit history. The size of the deposit will be at the discretion of the Cooperative's Credit Department. If a customer agrees to complete toll restriction, a lesser deposit may be required. For Lifeline or Enhanced Lifeline customers on toll restriction, no credit deposit is required. To remove toll restriction, an additional deposit may be required.
  3. By providing a suitable guarantee of payment form prescribed by the Cooperative when the applicant is under 18 years of age and/or is applying for a Cooperative calling card only and has no credit history. The subscriber signing the Guarantee of Payment form must receive telephone service from WRT and must have a good credit standing with the Cooperative.

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**GENERAL RULES AND REGULATIONS**

**3.6 CREDIT PROCEDURES (cont'd)**

**3.6 Credit Procedures (cont'd)**

Credit deposits will be retained by WRT for a period of six months or more, until such time that the customer's payment history is determined by WRT to be reliable. Deposit refunds may be made by check or credited to the subscriber's account following six months of satisfactory payment history.

Delinquent accounts to the Cooperative shall be reviewed quarterly (or at any time deemed advisable) by the Board to determine if any accounts should be written off as bad debts to the Cooperative. Whether or not an account is written off by the Board, the Cooperative shall employ the services of an outside collection agency or the Cooperative's Credit Department to collect on all bad accounts whenever possible. The money expended for collection activity cannot be charged back to the account in the event a request for reconnect is made. However, a deposit may be required in accordance with this policy.

For customers with a "C" or "D" credit rating, the following procedures will be followed:

- A. Current monthly bills are due and become delinquent if not paid on or before the date specified on the bill.
- B. If a customer's telephone bill is 30, 60, or 90 days past due and no payment has been posted the following procedure will take place:
  - 1. A final notice will be mailed reminding the customer to pay the billed amount in full or customer may be subject to disconnect.
  - 2. Customer will be disconnected for non payment if full payment is not received by the date showing on the final notice.
  - 3. A customer will not be disconnected for non pay if bill is less than \$20.

**Revised February 1, 2011**

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**GENERAL RULES AND REGULATIONS**

**3.6 CREDIT PROCEDURES (cont'd)**

**3.6 Credit Procedures (cont'd)**

- D. Customers have the opportunity to notify the Billing Department to make special payment arrangements prior to the final service date specified in the final notice. WRT is not responsible for contacting the customer by phone to request payment or arrange a payment date. In lieu of complete disconnect, WRT may at its discretion, put customer on complete toll restriction until a bill is paid in full. At that time, a credit deposit may be required to have the toll restriction lifted. If the customer has been placed on mandatory toll restriction and no payment has been made toward the account as agreed upon, the customer will be disconnected from essential services also. Customers placed on mandatory toll restriction will not be charged toll restriction fees.
- E. If payment arrangements have not been made prior to 1:00 PM Central Time on the final due date, or if the special payment arrangements have not been adhered to as agreed, an order shall be issued to suspend essential and non-essential service. A written notice is sent to the customer if it becomes necessary to disconnect.
- F. Any amounts currently owed to the subscriber by the Cooperative will be applied to delinquent customer bills.

**Revised February 1, 2011**

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**GENERAL RULES AND REGULATIONS**

**3.6 CREDIT PROCEDURES (cont'd)**

**3.6 Credit Procedures (cont'd)**

- G. When an account has been disconnected for non-pay, payment must be mailed or delivered to the commercial office. Unless authorized by a supervisor, the outstation employee will not accept a check, money order or cash at locations other than Beulah, Mobridge or Hazen. The customer should go through the normal procedure of mailing or delivering payment to the Beulah, Mobridge or Hazen office before telephone service can be reinstated. Credit cards may be accepted.
1. A customer issuing a non-sufficient fund check for a delinquent account will be given two days to pay the delinquent bill. The customer will be notified either in writing or by a telephone call. If the account is not paid or arrangements have not been made within the two days, the account may be disconnected for non-payment and be subject to the reconnect fee plus a NSF charge per the WRT Tariff.
  2. In the event telephone service is disconnected for non-payment, service will be restored upon receipt of payment. Telephone service will be disconnected without further notice if the check is returned for non-sufficient funds and be subject to the reconnect fee plus a NSF charge.

**3.6.1 Late Payment Charges**

Miscellaneous Billing includes all charges due WRT other than monthly recurring telephone service and toll billing.

Charges to the customer are due and payable upon the rendering of a statement/invoice. Charges shall be past due 30 days after the date of the invoice or after any payment date previously established by agreement between the customer and WRT. If the bill is not paid when past due, a late payment charge, not to exceed 1.5 percent monthly, or 18 percent annually, will be imposed by WRT.

**Revised February 1, 2011**

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**GENERAL RULES AND REGULATIONS**

**3.6 CREDIT PROCEDURES (cont'd)**

**3.6.2 Monthly Recurring Telephone Service & Toll Billing.**

WRT will add to customer's telephone bills a late payment charge of 1.5% on all unpaid balances greater than \$20, which remain unpaid more than 60 days after the bill is rendered.

This charge will be calculated at simple interest and will not exceed 18% annually.

The monthly late payment charge will apply to all final bills and accounts disconnected for non-payment for three months, at which time they will be removed from the billing register and released to a collection agency.

Late payment charge is based upon the past due daily balance which excludes any unpaid late payment charge.

Management shall have the right to adjust any late payment charge in the event of a dispute or the amount is diminutive.

**3.7 CUSTOMER RELATIONS**

**3.7.1 General**

The Company will:

- A. Maintain a current set of maps showing the physical locations of its facilities and telephone exchange locations. The Company will have available up-to-date maps, or records of its immediate area, with such other information as may be necessary to enable the Company to advise applicants, and others entitled to the information, as to the facilities available for serving that locality.
- B. Notify customers affected by a change in rates or schedule of classification.

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**GENERAL RULES AND REGULATIONS**

**3.7 CUSTOMER RELATIONS (cont'd)**

**3.7.1 General (cont'd)**

- C. Make available to all new residential telephone customers a directory of the following:
1. West River Telecommunications Cooperative Board of Directors
  2. Telephone repair and general service information
  3. Customer billing information
  4. Directory Assistance information
  5. Allowance for failure of service
  6. Extended Area Service calling areas
  7. CLASS Features available
  8. Long distance calling information
  9. International calling information
  10. North Dakota and South Dakota Prefix Reference Guide
  11. Statement of Nondiscrimination

**3.7.2 Customer Complaints**

Upon complaint to the Company by a customer either at the Company's office by letter or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.

**3.7.3 Payment for Service**

A customer shall be responsible for the payment of all rates and charges for services and equipment furnished the customer, including charges for services originated and/or charges accepted at the customer telephone. Failure to receive a bill and disconnect notice does not relieve the customer of the responsibility for payment. The services or facilities furnished by the Company may be disconnected for failure of the customer to pay any sum due as set forth under disconnection of service.

**GENERAL RULES AND REGULATIONS**

**3.7 CUSTOMER RELATIONS (cont'd)**

**3.7.3 Payment for Service (cont'd)**

**A. Billing Period and Charges**

1. Bills for telephone service will normally be rendered monthly. Bills shall show the period of time covered by the billings, and shall show a listing of all charges due and payable, including outstanding amounts.
2. The customer shall pay for service and facilities monthly in advance.
3. Special charges, fees, and taxes - There shall be added to the customer's bill for service, an additional charge equal to the pro-rata share of any occupation, franchise, business, license, excise, privilege, or other similar charge or tax, now or hereafter imposed by any municipal taxing body or municipal authority whether by statute, ordinance, law, or otherwise, and whether presently due or to hereafter become due.
4. A Final Notice Message will be added to the Customer's Monthly Statement indicating their account is past due and stating the company requests payment **IN FULL OF ESSENTIAL SERVICES BEFORE 1:00 Central Time** on the due date specified on Customer's Statement or services will be disconnected without further notice. Should service be disconnected for non-payment, a reconnect charge will apply and depending on customer's payment history, a credit deposit may be required before reinstatement of service.

**B. Pro Rating of Charges**

Charges for service normally furnished on a monthly basis (except those involving a minimum billing period) billed for periods in excess of, or less than, a billing month will be pro rated based on the actual number of days for the period in question.

**C. Penalty**

A late-payment penalty not to exceed eighteen percent (18%) annually may be assessed on all delinquent amounts billed for services.

**Revised February 1, 2011**

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**GENERAL RULES AND REGULATIONS**

**3.7.3 Payment for Service (cont'd)**

D. Payment Arrangements

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill. If the customer does not fulfill the terms of such payment arrangements the Company shall have the right to disconnect service.

**3.7.4 Allowance for Interruptions**

- A. The Company shall make all reasonable efforts to prevent interruptions of service and when such interruptions occur, shall endeavor to re-establish service with the shortest possible delay consistent with the safety of its consumers and the general public. To the extent the Company is able, a customer shall be notified in advance of any contemplated work which will result in an interruption of service, but such notice shall not be required in case of interruption due to emergency repairs. In the event of emergencies and in the event of national emergency or local disaster resulting in disruption of service, the Company may interrupt service to other customers to provide necessary service to Civil Defense or other emergency service agencies on a temporary basis until service to these agencies can be restored.
- B. In the event a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for twenty-four (24) hours or longer being reported to be out of order after access to the premises is made available, appropriate adjustments or refunds may be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro-rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service. The subscriber shall request applicable credit adjustments.

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**GENERAL RULES AND REGULATIONS**

**3.7 CUSTOMER RELATIONS (cont'd)**

**3.7.5 Adjustment of Charges for Overbilling and Underbilling**

- A. If billings for communications service are found to differ from the Company's lawful rates for the services being purchased by the customer, or if the Company fails to bill the customer for such services, a billing adjustment shall be calculated by the Company. If the customer is due a refund, an adjustment shall be made for the entire period of the overcharges, not to exceed one year.
- B. The Company will not adjust an overpayment by a customer unless the claim for such overpayment, together with proper evidence, is submitted to the Company by the customer. All overpayments will be applied as credit on the customer's bill.
- C. If the customer is undercharged, the Company may back bill the customer for the amount which was underbilled. The Company may offer to such customer a deferred payment plan option.

**3.7.6 Disputed Bills**

- A. In the event of a dispute between a customer and the Company regarding any bill for utility service, the utility shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the customer.
- B. A customer's service shall not be subject to disconnection for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed one hundred and twenty (120) days. The customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.

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## GENERAL RULES AND REGULATIONS

### 3.8 LIABILITY OF THE COMPANY

#### 3.8.1 Service Irregularities

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer or of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate local service charge to the customer for the period of service during which such service irregularities occur.

#### 3.8.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

#### 3.8.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the customer against: claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over Company facilities or the use thereof; claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company.

#### 3.8.4 Defacement of Premises

The Company is not liable for any defacement or damage to the premises of a customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premises.

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**GENERAL RULES AND REGULATIONS**

**3.8 LIABILITY OF THE COMPANY (cont'd)**

**3.8.5 Service and Facilities in Explosive Atmospheres**

- A. The Company does not guarantee, nor makes any warranty with respect to, service and facilities provided by it for use in an explosive atmosphere. The customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly the Company's facilities.
- B. The Company may require each customer to sign an agreement for the furnishing of such service and facilities as a condition precedent to the furnishing of such service and facilities.
- C. The customer shall furnish, install, and maintain sealed conduit with explosive-proof fittings between these facilities and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may be required to install and maintain these facilities within the hazardous area if, in the opinion of the Company injury or damage to Company employees or property might result from installation or maintenance by the Company.

**3.8.6 Change of Telephone Numbers**

The Company does not undertake to continue the furnishing of service to a subscriber in any exchange area through any particular central office in that area and may change the telephone number of the central office designation whenever it deems it desirable in the conduct of its business.

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**GENERAL RULES AND REGULATIONS**

**3.9 EMERGENCY (E911) SERVICE**

**3.9.1 Liability of the Company**

- A. Each customer agrees to release, indemnify, defend and hold harmless the Company 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 or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others.
- B. The customer also agrees to release, indemnify and hold harmless the Company for any infringement or invasion of the right of privacy by virtue of providing name, number and address to the E911 Service Center.
- C. The E911 calling party forfeits the privacy afforded by nonlisted and nonpublished service to the extent that the telephone number address and name associated with the originating station location are furnished to the PSAP or 911 Coordinator.
- D. The Company's entire liability to any person for interruption or failures of E911 Service shall be limited to the terms set forth in this section and other sections of this tariff.
- E. The Company's liability for any loss or damage arising from errors, interruption, defects, failures, or malfunctions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, shall not exceed the greater of \$50.00 or an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages shall be in addition to any credit which may be given for an out-of-service condition.

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**GENERAL RULES AND REGULATIONS**

**3.10 TAMPERING WITH EQUIPMENT**

**3.10.1 General**

The Company may refuse to furnish or may deny telephone service to any person, firm or corporation on whose premises is located any equipment which shows any evidence of tampering, manipulating or operation, or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.

**3.11 OVERTIME WORK DONE AT SUBSCRIBER'S REQUEST**

**3.11.1 General**

The service charges specified in the tariff of this Company contemplate that related work will be performed during regular working hours and days. If such work is performed, at the subscriber's request, during other than regular working hours or days, a charge may be applied in addition to other rates and charges which may be applicable to cover the estimated amount by which overtime or premium wage payments are in excess of the cost of handling the same work during regular hours, plus the estimated amount of any other unusual costs that are incurred in meeting the subscriber's request that the work be done during other than regular working hours or days.

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**SPECIAL CONDITIONS**

**Table of Contents**

	<u>Sheet No.</u>
<b>6.1</b> <b><u>SPECIAL CONDITIONS &amp; CONSTRUCTION</u></b>	
6.1.1    General	2
6.1.2    Temporary Service Connection Charge	2
6.1.3    Requests for Service from Applicants Outside the Cooperative's Certified Area	3

## SPECIAL CONDITIONS

### 6.1 SPECIAL CONDITIONS & CONSTRUCTION

#### 6.1.1 General

- A. Special charges in the form of installation and/or construction charges, monthly charges, or both, may be applied in addition to the usual service connection charges and monthly rates when the requested service is new construction.
- B. The Company will retain title to all plant constructed, as specified within this tariff, whether provided wholly or partially at a customer's expense.
- C. The customer is required to pay all construction charges of another company providing facilities connecting with the facilities of the Company.
- D. Applicants may be required to make advance payments to cover all or a portion of the excess construction charges for exchange service or special service arrangements when in the opinion of the Company there is evidence of credit risk.
- E. Line extensions and special service arrangements are further subject to the regulations specified in the tariffs of this Company.

#### 6.1.2 Temporary Service Connection Charge

- 1. For all temporary service connections, whether or not the location will require permanent cable, the customer will be charged an activation fee, labor and materials.
- 2. Removal of temporary cable will be completed by the company. Removal charges are included with installation charges. No refund will be applied for used materials such as protector, wire, or phone jacks billed to the job during installation of the temporary service.

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**SPECIAL CONDITIONS**

**6.1 SPECIAL CONDITIONS & CONSTRUCTION (cont'd)**

**6.1.3 Requests for Service from Applicants Outside the Cooperative's Certified Area**

- A. Application for membership and service from potential subscribers outside the certified boundary of the Cooperative shall be considered subject to the following conditions:
1. Feasibility of the construction and the costs involved.
  2. The applicant must furnish a letter from the telephone company in whose area service is to be located granting the applicant a release from said telephone company's service area to the company's service area.
  3. Approval of the boundary change by the North Dakota Public Service Commission or South Dakota Public Utilities Commission.

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**RATES AND CHARGES**

**Table of Contents**

	<u>Sheet No.</u>
<b>10.1 <u>GENERAL</u></b>	2
<b>10.2 <u>LOCAL EXCHANGE SERVICE</u></b>	2
<b>10.3 <u>SPECIAL RATES AND CHARGES</u></b>	
10.3.1 Lifeline Discounts	3
10.3.2 Tribal Lands Link Up	3

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**RATES AND CHARGES**

**10.1 GENERAL**

This section contains the rates and charges for the services identified in this Tariff. Rates and charges are generally per item charges or monthly rates as the context warrants, unless otherwise noted.

**10.2 LOCAL EXCHANGE SERVICE**

The following rates and charges are made for Local Exchange Service of the Company as identified in Section 4 of this Tariff.

A. Local Exchange Service

All of the WRT exchanges have the same residential rate - \$16.45 and business rate - \$19.45. All exchanges are a local call. The exchanges and prefixes are as follows:

Beulah 701-873, Carson 701-622, Center 701-794, Elgin 701-584, Flasher 701-597, Fort Yates 701-854, Glen Ullin 701-348, Golden Valley 701-983, Goodrich 701-884, Hazen 701-748, Hebron 701-878, McClusky 701-363, McLaughlin 605-823, Mercer 701-447, Mobridge 605-845, New Salem 701-843, North McLaughlin 605-827, Pick City 701-487, St. Anthony 701-445, Selfridge 701-422, Stanton 701-745, Turtle Lake 701-448, Underwood 701-442, Washburn 701-462 and Zap 701-948.

B. EAS charges are St. Anthony ~ \$2.00 and they can call Mandan, New Salem charges are \$4.00 ~ they can call Bismarck & Mandan and Mobridge charges are \$1.00 ~ they can call Glenham & Selby.

C. Activation Fee – A \$30.00 fee will be charged for connecting or reconnecting local exchange service.

D. Reconnect Non-pay – A \$35.00 fee will be charged for reconnecting local exchange service that was disconnected for non-payment

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**RATES AND CHARGES**

**10.2 LOCAL EXCHANGE SERVICE (Cont.)**

MONTHLY LINE CHARGE - is the basic charge which reflects the cost of providing a telephone line to a premise, which includes the touchtone charge. (Premise is a building or portions of a building used and/or occupied by the customer in the conduct of his business or as a residence.)

EXTENDED AREA SERVICE (EAS) - is toll free dialing service furnished at a flat rate between two or more exchanges.

**10.3 SPECIAL RATES AND CHARGES**

**10.3.1 Lifeline Discounts**

- A. All eligible Lifeline consumers qualify for Federal Lifeline Assistance support equal to \$9.25.
- B. Tribal Land residents who qualify for Lifeline Assistance are eligible to receive up to an additional \$25.00 in support.
- C. Toll blocking can be included for eligible Lifeline consumers without charge. No service deposit would be required if the applicant voluntarily elects toll blocking with the initiation of Lifeline Service.

**10.3.2 Tribal Lands Link up**

- A. Tribal Land residents are eligible for a 100% reduction, up to \$100.00, off the customary charge for commencing telecommunications service for a single telecommunications connection at a subscriber's principal place of residence providing the eligible telecommunications carrier is receiving high-cost support for that specific Tribal Land.

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West River Telecommunications Cooperative  
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**RATES AND CHARGES**

**10.3.2 Tribal Lands Link up (Cont.)**

- B. Support also provides a deferred schedule for payment of the charges assessed for commencing service, for which the subscriber does not pay interest. The interest charges not assessed to the subscriber shall be for connection charges of up to \$200.00 that are deferred for a period not to exceed one year.
  
- C. An eligible resident of Tribal Lands may receive the benefit of the Tribal Link Up program for a second or subsequent time only for otherwise qualifying commencement of telecommunications service at a principal place of residence with an address different from the address for which Tribal Link Up assistance was provided previously.

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West River Telecommunications Cooperative  
PO Box 467  
Hazen, North Dakota 58545

**RATES AND CHARGES**

**Table of Contents**

	<u>Sheet No.</u>
<b>10.1 <u>GENERAL</u></b>	2
<b>10.2 <u>LOCAL EXCHANGE SERVICE</u></b>	2
<b>10.3 <u>SPECIAL RATES AND CHARGES</u></b>	
10.3.1 Lifeline Discounts	3
10.3.2 Tribal Lands Link Up	3

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**RATES AND CHARGES**

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