

MEMBER SERVICES TARIFF  
CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

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MEMBER SERVICES TARIFF

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

I. LINE EXTENSIONS, CONSTRUCTION AND INSTALLATION

A. General

Facilities of the Cooperative will be extended in accordance with provisions of Part II, "Line Extensions" of this Section.

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, because of the sporadic or occasional nature of the service or an unusual investment or expense, as for example:

1. Conditions requiring the provision of special equipment or unusual or non-standard methods of plant construction, installation or maintenance.

2. The customer's location requires the use of costly private right-of-way.

3. The proposed service is of a temporary nature and the plant to be placed would not all be of value to the Cooperative in the general conduct of its business upon discontinuance of that service, the customer shall be charged the estimated cost of construction and removal of the plant, which would not be of value to the Cooperative less the estimated immediate net recovery value of the material used. The Cooperative may require the customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.

4. Title to all construction, as specified within this Tariff, provided wholly or partially at a customer's expense is vested in the Cooperative.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

I. LINE EXTENSIONS, CONSTRUCTION AND INSTALLATION (Continued)

A. General (Continued)

5. When attachments are made to poles of other companies, in lieu of providing construction for which the customer would be charged under the provisions hereof, the cost to the Cooperative for such attachments is borne by the customer.

6. The customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Cooperative.

II. LINE EXTENSIONS

A. Facilities to be Provided Without Construction Charge

The Cooperative will furnish adequate telephone service to the largest practicable number of users in the Cooperative's service area.

1. Under normal conditions, the Cooperative will:

a. Extend its distributing plant to furnish service to any applicant without requiring a construction charge, except for temporary or speculative type service.

b. Furnish service to all applicants for service for which REA construction funds have been provided, without payment by such applicants of any extra charge as a contribution to the cost of construction of facilities to provide such service.

c. Take all action that may be required to enable it to extend service, with the use of such funds as may from time to time be available to it, either from surplus earnings, increased equity capital, additional loans made by lenders other than the REA, or otherwise as the Cooperative may elect, and without payment to the Cooperative of any extra charge as a contribution to construction of facilities to provide such service, to every other unserved applicant for service in its telephone service area, if the cost of construction of the required line extension for such applicant will not exceed seven (7) times the estimated annual local service revenues for such applicant.

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II. LINE EXTENSIONS (Continued)

A. Facilities to be Provided Without Construction Charge  
(Continued)

2. The Cooperative will extend its distributing plant to applicants in areas where facilities are not available under the following conditions and limitations:

a. Applicants may, at the option of the Cooperative, be required to execute a termination agreement in the amount of 12 months exchange service in cases where no construction charges are applicable.

b. When developers request telephone facilities be made available for prospective residents without costs other than the regular service charges, the developer shall pay any construction charges that would otherwise be required of the prospective residents.

c. All costs will be computed on a current basis. Material cost will be computed on the basis of the extension of one circuit to the applicant.

d. The type of cable plant extension will be determined by the Cooperative as dictated by current and future circumstances, situations and forecasts, and the cost will be estimated accordingly.

e. The plant extension charges specified in this tariff shall not apply to service requests of a remote commercial operation (request for telemetering service at a remote pipeline location) where it is determined by the Cooperative that there will be no residential growth potential in the foreseeable future. Any and all costs of this nature shall be borne by the customer.

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**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**II. LINE EXTENSIONS (Continued)**

**B. Construction Charges for Facilities in Excess of Allowances**

1. If the line extension requirements of an applicant or group exceeds the amounts defined in Part II, Paragraph A, of this Section, a construction charge is made for the facilities in excess of the allowances specified. The construction charge for line extensions is apportioned equally among all applicants of a group.

2. Payments for line construction are not refundable and no credit will be allowed for future installations on line extensions constructed under the above regulations.

3. Line extensions to provide service on a basis other than covered above, require the payment of construction charges as determined from the conditions.

**C. Poles on Private Property**

Poles on private property to be used in serving an individual customer will be furnished by the Cooperative at no cost to the customer. Poles requested by the customer, in excess of those deemed necessary by the Cooperative, will be charged to the customer at the installed cost. Ownership and maintenance of such poles is vested in the Cooperative.

**D. Provisions of Private Right-Of-Way**

The Cooperative's obligation to provide service through line extensions is solely dependent upon its ability to secure, retain and maintain suitable rights-of-way without reasonable expense. When conditions require, applicants shall provide, without expense to the Cooperative, private right-of-way as needed.

Any and all private right-of-way or permit requirements, and any and all associated costs, will be the responsibility of the applicant, and must be furnished before a plant extension project begins.

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**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**II. LINE EXTENSIONS (Continued)**

**E. Temporary Service**

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

**F. Service Provided to Movable Premises**

1. When telephone service is provided to movable premises by means of aerial plant, a clearance pole shall be provided if needed in the opinion of the Cooperative. The customer shall place, own and maintain the pole, however, if the customer elects the Cooperative will place, own and maintain the pole and bill the customer the cost of placing the pole.

2. The clearance pole must comply with specifications determined to be applicable by the Cooperative.

3. The Cooperative may request payment of a minimum contract period, in advance, for each location that service is installed in a movable premises. If service is disconnected within the minimum contract period, no refund of the minimum contract period amount will be made.

**G. These rules and regulations shall not amend or supersede the Cooperative line extension policy as set out in this tariff.**

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**III. SPECIAL CONSTRUCTION**

**A. Private Property**

1. An average amount of entrance and distribution facilities may be furnished by the Cooperative provided the facilities are of the standard type normally furnished for the particular location or kind of service.

2. If additional entrance or distribution facilities are required; if the conditions are such as to require special equipment, maintenance or methods of construction; if the stability of the customer has not been established; if the installation is for a temporary or semi-permanent purpose; or if for any other reason the construction costs are excessive as compared with the revenue to be derived, the applicant may be required to pay the costs over and above those applicable for a normal installation.

3. The customer will provide the Cooperative upon request and without charge written permission for the placing of Cooperative's facilities on the property.

**B. Underground Facilities**

1. When requested by the applicant, all distribution and service lines, except pedestals, installed within a development shall be installed underground, shall conform to the Cooperative's construction standards, and shall be owned and maintained by the Cooperative. Such installation shall be performed by the Cooperative or by such other entity as the Cooperative may authorize to do the work.

2. The applicant for the telephone service to a development or a lot therein shall:

a. At his own cost, provide the Cooperative with easements satisfactory to the Cooperative for installation, maintenance, alteration, replacement and repair of distribution and service lines and related facilities.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

III. SPECIAL CONSTRUCTION (Continued)

B. Underground Facilities (Continued)

2. The applicant for the telephone service to a development or a lot therein shall: (Continued)

b. At his own cost, clear the ground, in which the aforesaid facilities are to be installed, of trees, stumps and other obstructions, provide a trench for such facilities according to Cooperative specifications and backfill to rough grade. It is understood that the telephone facilities may be installed in the same trench as facilities to be installed for the purpose of providing electric service to the development, if installed in accordance with the National Electric Safety Code as from time to time amended, unless, in the judgment of the Cooperative, such joint installation would be dangerous or impractical because of lack of cooperation with the power company or other reasons beyond the control of the Cooperative.

c. Request installation of the facilities at such time that the aforesaid facilities may be installed before curbs, pavements and sidewalks are installed; keep the trenches in which the facilities are to be installed, or the path to be utilized for installation of underground facilities "plowing in" (as distinguished from "trenching"), clear of machinery and other obstructions during the installation, and will otherwise cooperate with the Cooperative to avoid unnecessary costs.

d. Deposit with the Cooperative, if requested to do so, prior to the commencement of the installation of the facilities referred to above, an amount equal to the Cooperative's estimated costs of installing the facilities within the development. Such deposit is conditioned upon the agreement of the Cooperative to refund, semi-annually, to the applicant for each customer located within the development receiving telephone service from the Cooperative within the period of five (5) years from the date of installation of facilities that percentage of the total deposit that each lot bears to the total number of lots in the development. All sums not refunded within the five-year period shall become the property of the Cooperative.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

III. SPECIAL CONSTRUCTION (Continued)

B. Underground Facilities (Continued)

2. The applicant for the telephone service to a development or a lot therein shall: (Continued)

e. If after the acceptance of application for service the design of the development is changed in a manner which required recomputation of the Cooperative's estimated installation costs, or the estimated costs of installation are increased for any other reason not the fault of the Cooperative, and a deposit has been requested or obtained, the deposit amount may be increased and the Cooperative may defer or discontinue installation of facilities until such time as the additional amount of the deposit has been received by the Cooperative.

f. Reimburse the Cooperative for damage to, or destruction or removal of, underground facilities within the development, during the period of development, by persons, firms or corporations other than the Cooperative or its agents, employees or contractors.

3. The above provisions shall apply to underground service for mobile home parks with the exception that no refund of the deposit as set out in paragraph (4) above shall be applicable.

4. At the expense of the applicant, underground service may be provided on a temporary basis during the construction of residential or commercial properties. If all or part of the facilities are utilized in providing service to the residence or commercial property, an adjustment of costs will be made.

5. The Cooperative proposes to replace existing over-head facilities with underground facilities as said existing overhead facilities are replaced in the normal operation of the Cooperative. If a customer or customers request the removal and replacement of existing overhead facilities with underground facilities prior to the time for normal replacement, such replacement will be done at the discretion of the Cooperative at the expense of the customer or customers.

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MEMBER SERVICES TARIFF

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

III. SPECIAL CONSTRUCTION (Continued)

B. Underground Facilities (Continued)

6. Underground service connections to new individual residences, new mobile homes and new apartments containing less than five (5) family units, from existing overhead facilities will be provided at the request of the customer, if the customer pays to the Cooperative a sum equal to the difference between the estimated cost of the overhead facilities and the estimated cost of underground facilities, and provides to the Cooperative easements adequate for the installation, maintenance, alteration, replacement or repair of distribution and service lines and related facilities.

7. Underground service to shopping centers and other commercial developments will be provided on the same basis as underground service to residential developments as hereinabove set out.

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**CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

**IV. PREWIRING OF BUSINESS AND RESIDENCES**

**A. Concealed Wiring "Detariffed"**

1. The standard method of wiring buildings is to use exposed wiring. When concealed wiring is requested and the cost is determined to be excessive, an additional charge is made equal to the difference between the estimated cost of installation and the Postwiring charge, except that, if suitable interior conduit is provided by the customer, the wiring will be installed in the conduit by the Cooperative at the Prewiring charge. The standard wiring charges are stated in Sec. 5, Service Charges.

2. Wiring run in grooves of baseboards, mouldings, wainscoting, exposed rubber or metal floor duct, etc., is not considered concealed wiring.

**B. Advance Wiring (Or Prewiring) "Detariffed"**

Advance Wiring will be furnished at the discretion of the Cooperative. The charges for Prewiring are applicable for a typical installation. Any installations requiring excessive material and/or labor costs will be done on a cost basis.

**C. Preinstallation of Interior Wire in Residential Apartment Buildings "Detariffed"**

1. Preinstallation of interior wire is the provision of wire for telephone service within a building prior to the establishment of service.

2. At the customer's or builder's request, where conditions permit, the Cooperative will provide preinstallation of interior wire at cost. The provision and installation of the outlet boxes, face plates and covers will be done by the contractor or builder. It is the responsibility of the owner or builder to provide space for mounting necessary terminal and station protection equipment. If riser cable is required, a reusable means to reach each floor and location on each floor where telephone service is necessary will be provided. The Cooperative will prewire from the distribution points on each floor to the individual apartments. At the time of installation of the telephone service, the Cooperative will complete the necessary connections.

MEMBER SERVICES TARIFF

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

IV. PREWIRING OF BUSINESS AND RESIDENCES (Continued)

C. Preinstallation of Interior Wire in Residential  
Apartment Buildings (Continued) "Detariffed"

3. Preinstallation of interior wire does not apply to business establishments or other commercial building construction.

4. Preinstallation of interior wire will not be provided where the construction of the building is too far advanced or where the type of construction precludes its use. The final decision as to the feasibility of providing and the type and method of preinstalling interior wire will rest at all times with the Cooperative.

5. The Cooperative is not required to provide service using the preinstalled wire if such wire is damaged during the construction of the building. Installations of telephone service will be completed on a standard basis on either initial or any subsequent installations if it is determined the preinstalled wiring is damaged.

6. The Cooperative cannot guarantee that any subsequent changes in or additions to the preinstalled interior wire will remain concealed.

7. Regular service connection charges and installation charges apply to items of service and equipment when service is established.

Any required conduit or similar type construction involved in furnishing concealed wiring must be installed and maintained at the expense of the customer. Such construction must be installed in a manner which is acceptable to the Cooperative. The final decision as to feasibility, type and method of such installation shall be made by the Cooperative.

Where customer-provided telephone systems and facilities within a building or structure are to be interconnected with Cooperative-provided facilities, the Cooperative will provide house cabling or inside wiring, if required, to the nearest point of the customer's premises, which is satisfactory to the Cooperative, within a building or structure.

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MEMBER SERVICES TARIFF

CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

IV. PREWIRING OF BUSINESS AND RESIDENCES (Continued)

C. Preinstallation of Interior Wire in Residential Apartment Buildings (Continued) "Detariffed"

The Cooperative cannot guarantee that such wiring will remain concealed if changes in or additions to such wiring are required to be made. If, subsequent to installation, such interior wiring should be damaged by persons other than Cooperative personnel, such wiring will not be used to provide service. In such case, initial or subsequent service installations will be completed on a standard wiring basis. However, should the owner or builder provide reasonable access to the damaged wiring and pay to the Cooperative an amount equal to the cost of repairing such wiring, the Cooperative will, if feasible, repair the damaged wiring and use such wiring to provide service.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

V. SPECIAL SERVICE ARRANGEMENTS

A. General

If the requirements of customers cannot be met with the regularly offered service arrangements, special service arrangements will be furnished where practical. Special service arrangements will be furnished when practical, by the Cooperative, at charges equivalent to the estimated cost of furnishing such equipment and arrangements if in connection with and not detrimental to any of the services furnished under the Cooperative's Tariffs.

B. Rates and Charges

1. Computation

(a) Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangement.

(b) Estimated cost consists of an estimate of the total cost to the Cooperative in providing the special service arrangement including:

(1) Cost of maintenance

(2) Cost of operation

(3) Depreciation on the estimated cost installed of any facilities used to provide the special service arrangement based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

(4) General Administration expenses, including taxes on the basis of average charges for these items.

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CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

V. SPECIAL SERVICE ARRANGEMENTS (Continued)

B. Rates and Charges (Continued)

1. Computation (Continued)

(5) Any other item of expenses associated with the particular special service arrangement.

(6) An amount, computed on the estimated cost installed of the facilities used to provide the special service arrangement, for return on investment.

(c) Estimated cost installed mentioned above includes cost of equipment and materials provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way, and other items which are chargeable to the capital accounts.

(d) Special service arrangement rates are subject to review and revision conditioned upon changing costs.

(e) At such time as a special service arrangement becomes a tariff offering, the tariff rate or rates will apply.

(f) The following rate treatments may be used in connection with charges for special service arrangements.

(1) Monthly rental and termination agreement, (See Termination Agreement Section 4, Exhibit B), with or without an installation charge.

(2) Monthly rental with or without an installation charge.

(3) Installation charge only.

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VI. OTHER REGULATIONS

A. Applicants may be required to make advance payments to cover all or a portion of the excess construction charges for exchange service or special service arrangements when in the opinion of the Cooperative there is evidence of credit risk. A cash deposit may also be required as discussed under "Deposits".

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