

TARIFF  
OF  
MILLRY TELEPHONE COMPANY, INC.  
d/b/a Millry Communications

CONSISTING  
OF:  
SCHEDULES OF RATES,  
RULES AND REGULATIONS  
FOR  
TELEPHONE SERVICE

APPLYING TO  
THE VICINITY  
OF  
CHATOM, DEER PARK, FRANKVILLE, FRUITDALE, GILBERTOWN,  
MILLRY AND SILAS

ISSUED BY: Bobby Williams, General Manager

ADDRESS: Highway 17, Millry, AL 36558

APPROVED BY: ALABAMA PUBLIC SERVICE COMMISSION

**TITLE PAGE**

**GENERAL SUBSCRIBER SERVICES TARIFF**

**FOR THE**

**STATE OF ALABAMA**

This Tariff contains regulations and rates applicable for the furnishing of Local Exchange Service and optional calling features which are required to be offered under tariff pursuant to ALA. CODE § 37-2A-8 (1975 as amended) (the "Act") after February 1, 2007 by Millry Telephone Company, Inc., also referred to as the Company. This includes the following services as defined by the Act: (1) basic telephone service; (2) central office-based features that were tariffed service offerings as of February 1, 2005, and where currently available: (a) are available to a line-side connection in a telephone switch, (b) are available on a stand-alone basis separate from a bundled offering, and (c) enhance the utility of basic telephone service; and (3) tariffed emergency reporting services regulated by the Alabama Public Service Commission on or before February 1, 2005 and offered by local exchange carriers to public safety answering points and emergency communications districts. The Company will provide access to long distance services, including operator services, and carriers in compliance with federal and state regulations. Rates, terms and conditions of these services are included in the Company's price list.

This Tariff is on file with the Alabama Public Service Commission and is applicable to those exchanges identified herein.

Intrastate communications services are furnished through facilities provided by the Company for the transmission of intelligence by electrical impulse, principally by means of wire, radio, or a combination thereof.

**EXPLANATION OF SYMBOLS**

When changes are made in any Tariff page, a revised page will be issued canceling the Tariff page affected. Such changes will be identified through the use of the following symbols:

- (C) To signify changed regulation
- (D) To signify discontinued rate, regulation or text
- (I) To signify increase
- (M) To signify a move from one page to another with no change to text, regulation or Tariff
- (N) To signify new rate, regulation or text
- (R) To signify reduction
- (T) To signify a change in text but no change in rate or regulation

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(L) To signify a relocation of material with no changes

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**EXPLANATION OF SYMBOLS (Cont'd)**

- (O) To signify a rate regulation text transferred to  
obsolete Tariff section
- (S) To signify matter already appearing in another part of  
Tariff and repeated for clarification

The preceding symbols will apply except where additional symbols are identified at the bottom of an individual page or at the beginning or end of a section or paragraph.

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(D)

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**S1. RATE SUMMARY**

This schedule provides the summary of rates and charges and makes reference to the tariff schedules where more detailed information may be found.

Service	Section	Monthly Charge
Access Line for Business Individual Line	2	\$33.19
Access Line for Residence Individual Line (I)	2	\$18.00
Access Line Work Charge Res/Bus	6	\$12.00
Central Office Charge Residence	6	\$19.75
Business	6	\$25.00

**Basic features**

Call Forwarding Residence	7	\$2.05
Business	7	\$2.60
Three-Way Calling Residence	7	\$2.05
Business	7	\$2.60
Call Waiting/Cancel Call Waiting Residence	7	\$2.05
Business	7	\$2.60
Speed Calling Residence	7	\$2.05
Business	7	\$2.60
Call Transfer Residence	7	\$2.05
Business	7	\$2.60
Warm Line Residence	7	\$2.05
Business	7	\$2.60

**Advanced features**

Personal Ringing Residence	7	\$3.10
Business	7	\$3.65
Call Back Residence	7	\$3.10

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Business	7	\$3.65
Call Return		
Residence	7	\$3.10
Business	7	\$3.65

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**S1. RATE SUMMARY**

**Advanced features**

Call Block				
Residence	7	\$3.10	(I)	
Business	7	\$3.65		
Caller Identification-Basic				
Residence	7	\$5.50		
Business	7	\$7.05		
Caller Identification-Deluxe*				
Residence	7	\$7.05		
Business	7	\$8.65		
Call Selector				
Residence	7	\$3.10		
Business	7	\$3.65		
Preferred Call Forwarding				
Residence	7	\$3.10		
Business	7	\$3.65		
Selective Call Acceptance				
Residence	7	\$3.10		
Business	7	\$3.65		
Anonymous Call Rejection				
Residence	7	\$3.10		
Business	7	\$3.65		
Remote Access Call Forward				
Residence	7	\$3.10		
Business	7	\$3.65		
Busy Call Forwarding				
Residence	7	\$3.10		
Business	7	\$3.65		
Delayed Call Forwarding				
Residence	7	\$3.10		
Business	7	\$3.65	(I)	
Hot Line			(N)	
Residence	7	\$3.15		
Business	7	\$4.95	(N)	

**Usage Sensitive Features**

Call Tracing (per activation)			
Residence or Business	7	\$10.00	
Network Interface Device	6	N/A	
Number Change Charge	6	\$19.75	
Off-Premises Station	7	N/A	

\* The rate for Caller Identification - Deluxe does not

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include the cost of a subscription to Call Waiting, which is required in order for this feature to function.

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**S1. RATE SUMMARY**

**Usage Sensitive Features**

Premises Visit Charge		
Residence	6	\$30.00
1st 15 minute increment		
Each additional 15 minute increment		\$10.00
Business	6	\$30.00
1st 15 minute increment		
Each additional 15 minute increment		\$10.00
Restoration Charge		
Residence	6	\$30.00
Business	6	\$30.00
Remote Call Forwarding	7	N/A
Returned Check Charge (I)	6	\$30.00
Service Order Charge		
Residence	6	\$12.50
Business	6	\$16.50
Service Call Charge		
Residence	13	\$35.00
Business	13	\$75.00
Toll Restriction	7	N/A

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Title: General Manager



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**S2. BASIC LOCAL EXCHANGE SERVICE**

S2.1 GENERAL

1. The general plan for furnishing telecommunications exchange service is based on the usage of the telecommunications plant, exclusive of the equipment located on the customer side of a connecting terminal at the premises of the customer.

2. The rates for subscriber access apply to all subscribers regardless of whether the customer premise equipment (CPE) is rented from the telephone company or provided by the subscriber. Other related charges are shown in other schedules of this Tariff and the Company's Price list and are in addition to those rates shown in this schedule.

3. The rates shown in this schedule are for a period of one month, payable in advance, and entitle the subscriber to an unlimited number of messages to all stations in the areas designated in S2.3 at a flat rate.

4. All rates for telephone service, unless otherwise specified, are monthly rates and the minimum charge, unless otherwise specified, for any item of service provided is an amount equal to one month's charges at the regular authorized rate.

5. Rates which are applicable to all installations for basic telephone service are quoted in S2.5.

S2.2 ALPHABETICAL LISTING OF EXCHANGES

Exchange Name

- Chatom - 847
- Deer Park - 777
- Frankville - 754
- Fruitdale - 827
- Gilbertown - 843
- Millry - 846
- Silas - 542

S2.3 LOCAL CALLING AREAS

Exchange Name

Exchange In Local Calling Area

Chatom - 847

Chatom - 847, Deer Park -777,  
Fruitdale - 827

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Deer Park - 777

Deer Park - 777, Chatom -847,  
Fruitdale - 827

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**S2. BASIC LOCAL EXCHANGE SERVICE**

S2.3 LOCAL CALLING AREAS (Cont'd)

Frankville - 754	Frankville - 754, Millry - 846, Silas - 542
Fruitdale - 827	Fruitdale - 827, Chatom -847, Deer Park - 777
Gilbertown - 843	Gilbertown - 843, Silas - 542
Millry - 846	Millry - 846, Frankville - 754, Silas - 542
Silas - 542	Silas - 542, Frankville -754, Gilbertown - 843, Millry -846

S2.4 AUTHORIZATION

Basic Local Exchange Rates are authorized individually by the Alabama Public Service Commission.

S2.5 BASIC LOCAL EXCHANGE RATES\*

The monthly rates for subscribers located in each exchange are:

	Business	Residence
Individual Line (I)	\$33.19	\$18.00

\*The Basic Service Rates listed do not include any federal, state or local fees or taxes, including without limitation, E-911 charges and the \$0.15 dual-party relay surcharge, which shall be shown separately on a customer's bill.

S2.6 DIRECTORY ASSISTANCE SERVICE

Directory Assistance Services are provided to Millry customers by Millry Telephone LD, LLC, as set forth in Millry Telephone LD's Price List.

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First Revised Sheet

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**S2. BASIC LOCAL EXCHANGE SERVICE**

(D)

(D)

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Docket No.:

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Section

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**S2. BASIC LOCAL EXCHANGE SERVICE**

(D)

(D)

S2.7 OPERATOR ASSISTED CALLING  
(T)

Operator Assisted Calling Services are provided to Millry customers by Millry Telephone LD, LLC, as set forth in Millry Telephone LD's Price List.

(N,D)

(D)

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**S2. BASIC LOCAL EXCHANGE SERVICE**

(D)

(D)

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**S2. BASIC LOCAL EXCHANGE SERVICE**

(D)

(D)

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Docket No.:

Title: General Manager



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**S2. BASIC LOCAL EXCHANGE SERVICE**

S2.8 OPERATOR VERIFICATION/INTERRUPTION SERVICE

(T)

Operator Verification/Interruption Service is provided to  
Millry customers by Millry Telephone LD, LLC, as set forth in  
Millry Telephone LD's Price List.

(N,D)

(D)

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Title: General Manager

**S2. BASIC LOCAL EXCHANGE SERVICE**

## S2.9 DUAL PARTY RELAY SERVICE

## A. Application

For the purposes of this Section, the following definitions, rules and regulations are applicable, in addition to the definitions contained in Section 26 and to the rules and regulations contained in Section 25 of this Tariff. In the event of any conflict between the provisions of this Section and the provisions of Sections 25 and 26, then the provisions of this Section shall prevail.

## B. Description of Service

Dual Party Relay permits the hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones. Communication takes place when a communications assistant relays conversations (voice to TDD or TDD to voice). These calls are between one party who must communicate by means of a TDD and another who communicates by means of an ordinary telephone. Messages are rated from the rate center of the calling party to the rate center of the called party. The rates for local telephone service reflected in this Tariff do not include the Alabama Dual Party Relay System Surcharge of \$.15 approved by the Alabama Public Service Commission effective January 1, 1995 (Docket U-3089).

## C. Definitions

Alabama Relay Center - A center located at a predetermined point outside the Company's Network, staffed with communications assistants of a predetermined carrier, which permits the hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones.

Bill to Third Party - A billing arrangement which permits a long distance "voice to TDD" or "TDD to voice" call to be charged to an authorized station, as determined by the Company, other than the station originating the call or the station where the call is terminated. These calls may be billed only to a third number within Alabama.

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**S2. BASIC LOCAL EXCHANGE SERVICE**

## S2.9 DUAL PARTY RELAY SERVICE (Cont'd)

## C. Definitions

Person-To-Person Call - A MTS (Long Distance Message Telecommunications Service) class of service where the person originating the "voice to TDD" or "TDD to voice" call specifies to the communications assistant at the Alabama Relay Center a particular person to be reached. When the person originating such a call agrees to talk to anyone other than the one specified, the classification of the call remains person to person.

Station-To-Station Call - A MTS (Long Distance Message Telecommunications Service) class of service where the person originating the "voice to TDD or TDD to voice" call gives to the communications assistant at the Alabama Relay Center the telephone number of the desired station, and does not specify a particular person to be reached.

1. "Dial Station" is that Station-to-Station Service in which a call is dialed by the customer, except when an operator assists in the completion of calls between hearing and speech impaired Customers who use Telecommunications Devices for the Deaf (TDD), and users of ordinary telephones.
2. "Customer Dialed Calling Card Station" is that Station-to-Station service in which a call is dialed by the customer, except when an operator assists in the completion of calls between hearing and speech impaired Customers who use Telecommunications Devices for the Deaf (TDD), and users of ordinary telephones.

The use of this calling service limits the billing of calls through the Alabama Relay Center to an Alabama Calling Card Number.

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**S2. BASIC LOCAL EXCHANGE SERVICE**

S2.9 DUAL PARTY RELAY SERVICE (Cont'd)

D. Restrictions

The following calls may not be placed through the Alabama Relay Center:

- Calls to 976, 900 or 700 numbers.
- Calls to time or weather recorded messages.
- Calls to other informational recordings.
- Station sent paid calls from coin telephones.
- Operator handled conference service and other teleconference calls.
- All calls billed to Cards (i.e., Credit Cards and Calling Cards) other than those assigned by the telephone company.

(D)

(D)

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**S2. BASIC LOCAL EXCHANGE SERVICE**

**S2.15 LIFELINE ASSISTANCE PROGRAM**

Lifeline Assistance is a government assistance program developed to reduce rates for primary residential telephone service and broadband Internet access service to qualifying subscribers who receive income-based benefits. The Company participates in this program to increase the availability of telecommunications services to all consumers in its serving areas.

**A. General**

Lifeline Assistance reduces an eligible customer's monthly rates for basic voice telephone service or broadband Internet access service. An eligible customer receives one federally subsidized credit per month toward the cost of voice telephone service or broadband Internet access service.

1. Where available, the broadband Internet access service provides the current minimum broadband speed (Mbps) and current minimum monthly usage allowance (GB) established by the FCC. Dial-up service and WiFi or similar service that cannot be accessed by subscribers at their residential address does not qualify as a broadband Internet access service for purposes of Lifeline Assistance. See the Company's Price List for a description of broadband service offerings. (C)  
| (C) (T)
2. If the current minimum broadband speed established by the FCC is not available, the Lifeline discount may be applied to the highest performing generally available residential offering that meets or exceeds 4 Mbps downstream/1 Mbps upstream.

**B. Regulations**

To constitute a qualifying low-income customer eligible to receive Lifeline services, a customer must meet the requirements set forth in either paragraph 1. or 2. below:

1. A customer's household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size;

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Title: General Manager

**S2. BASIC LOCAL EXCHANGE SERVICE**

## S2.15 LIFELINE ASSISTANCE PROGRAM (Cont'd)

## B. Regulations (Cont'd)

## 1. (Cont'd)

(a) For purposes of these rules, "income" means gross income as defined under Section 61 of the Internal Revenue Code, 26 U.S.C. § 61, for all members of the household. This means all income actually received by all members of the household from whatever source derived, unless specifically excluded by the Internal Revenue Code, Part III of Title 26, 26 U.S.C. § 101, *et seq.*

(C,M)

(M)

(b) A "household" is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An "economic unit" consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen (18) years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen (18) living with their parents or guardians are considered to be part of the same household as their parents or guardians.

2. Lifeline Assistance is also available to all qualified residential customers who currently participate in any of the following low income assistance programs: Medicaid, Supplemental Nutrition Assistance Program ("SNAP"), Supplemental Security Income ("SSI"), Federal Public Housing Assistance ("FPHA"), or Veterans and Survivors Pension Benefit. A subscriber will also be considered to be eligible even if he does not personally participate in any of these programs, so long as an individual who lives in his household participates in at least one of the qualifying programs.

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2018

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Title: General Manager

3. In addition to meeting the qualifications provided in paragraph 1. or 2. of this section, in order to constitute a qualifying low-income customer,

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Issued by: Paul E. Brown, Jr.  
Title: General Manager



**S2. BASIC LOCAL EXCHANGE SERVICE**

S2.15 LIFELINE ASSISTANCE PROGRAM (Cont'd)

B. Regulations (Cont'd)

3. (Cont'd)

a customer must not already be receiving a Lifeline service, and there must not be anyone else in the subscriber's household subscribed to a Lifeline service.

(M)  
|  
(M)

4. Qualifying subscribers must provide the Company with acceptable documentation as proof of their eligibility to receive Lifeline service under the income-based or program-based requirements; the documentation must be securely retained by the Company. If the Company has a reasonable basis to believe that the subscriber no longer meets the qualifying criteria for Lifeline service, the Company must notify the subscriber of impending termination of the subscriber's Lifeline service in writing separate from the subscriber's monthly bill. If the subscriber fails to provide proof of eligibility within thirty (30) days following the Company's written request to the subscriber to recertify eligibility, the credit will be discontinued on the bill and the subscriber will be de-enrolled from the Lifeline program within five (5) business days after the expiration of the subscriber's time to respond to the request.

5. If the Company receives notification from the program administrator that the subscriber is receiving Lifeline service from another eligible telecommunications carrier or that more than one member of a subscriber's household is receiving Lifeline service, the subscriber will be de-enrolled from Lifeline Assistance without notice within five (5) business days following the Company's receipt of the program administrator's notification.

6. The Company will confirm a subscriber's continued eligibility to receive Lifeline service on an annual basis by requiring the subscriber to sign a certification as to his/her present qualifications for Lifeline service. The Company must notify the subscriber in writing separate from the subscriber's monthly bill that failure to respond to the recertification request will trigger de-enrollment. If the subscriber fails

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Title: General Manager

**S2. BASIC LOCAL EXCHANGE SERVICE**

S2.15 LIFELINE ASSISTANCE PROGRAM (Cont'd)

B. Regulations (Cont'd)

6. (Cont'd)  
proof of eligibility within sixty (60) days following the company's written request to the subscriber to recertify eligibility, the credit will be discontinued on the bill and the subscriber will be de-enrolled from the Lifeline program within five (5) business days after the expiration of the subscriber's time to respond to the recertification efforts.
7. A subscriber who requests de-enrollment must be de-enrolled by the Company within two (2) business days after the request.

(D)

(D)

**S2. BASIC LOCAL EXCHANGE SERVICE**

S2.15 LIFELINE ASSISTANCE PROGRAM (Cont'd)

(T)

B. Regulations (Cont'd)

- (D)
  - |
  - (D)
  - (T)
  - (T)
  - (T)
  - (T)
8. The Company will process all applications and apply the appropriate credit on the customer's monthly bill. A secondary service charge is not applicable for existing customers who subscribe to Lifeline Assistance.
9. As a participant in Lifeline Assistance, customers are eligible to receive Toll Limitation Service at no charge for any Lifeline service that charges a fee for toll calls, either domestic or international, that is in addition to the monthly price of the customer's Lifeline service. This service will only be provided at the customer's request and is limited to plans that distinguish between local and long-distance calling.
10. Local service deposit requirements will be waived for customers who voluntarily receive Toll Limitation Service.
11. Participants in Lifeline Assistance shall not be disconnected from Local Service for non-payment of toll charges. In addition, the Company will not deny re-establishment of local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges. The Company may require customers whose otherwise eligible household member has previously unpaid toll charges to subscribe to toll blocking prior to being accepted as eligible for Lifeline Assistance. Lifeline Assistance will not be connected if an outstanding balance is owed by the customer for local service.

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Title: General Manager

GENERAL SUBSCRIBER SERVICES TARIFF

Millry Telephone Company, Inc.

Section 2  
Third Revised Sheet 14A

**S2. BASIC LOCAL EXCHANGE SERVICE**

S2.15 LIFELINE ASSISTANCE PROGRAM (Cont'd)

B. Regulations (Cont'd)

12. Partial payments that are received from Lifeline voice telephone customers will first be applied to local service charges and then to any outstanding toll charges. (T)
13. Lifeline subscribers may apply their Lifeline discount to voice telephone service, broadband Internet access service, or a bundle of broadband Internet access service and voice telephone service; and plans that include optional calling features, such as, but not limited to, caller ID, call waiting, voicemail, and three-way calling. The Lifeline discount may also be applied to family shared data plans. The calling plan must be in the name of the eligible subscriber, and a household may receive only one Lifeline supported service. Partial payments from Lifeline subscribers purchasing bundled packages or packages containing optional calling features will first be applied to pay down the allocated price of the Lifeline supported services. (T)
14. The PICC will not be billed to Lifeline customers who subscribe to toll blocking and do not pre-subscribe to a long distance carrier. (T)

C. Credit

1. Voice Telephone Service

- a. The following monthly credit will apply for each customer eligible for Lifeline Assistance who chooses to apply its Lifeline Assistance to voice telephone service.

	Monthly Credit
Federal Credit	\$9.25

(N)

(N)

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GENERAL SUBSCRIBER SERVICES TARIFF

Millry Telephone Company, Inc.

Section 2  
Second Revised Sheet 14B

**S2. BASIC LOCAL EXCHANGE SERVICE**

S2.15 LIFELINE ASSISTANCE PROGRAM (Cont'd)

C. Credit (Cont'd)

1. Voice Telephone Service (Cont'd)

(N)

b. Credit amount will not exceed the basic charge for local telephone service, which includes the Subscriber Line Charge, access line and local usage.

c. Pursuant to FCC Rules 47 C.F.R. Section 54.403, stand-alone voice telephone Lifeline support or voice service with broadband below the minimum standards set forth in Section 54.408 of the FCC Rules will be phased out as described below:

(N)

(i) Beginning 12/1/2019- the support amount will be \$7.25 per month.

(C)

(ii) Beginning 12/1/2020- the support amount will be \$5.25 per month.

(iii) Beginning 12/1/2021- the support amount will be \$0.00. (See Note 1).

(C)

Note 1: The support amount for standalone voice service, or voice service not bundled with broadband which meets the minimum standards set forth in Section 54.408, provided by a provider in a census block will remain at \$5.25.

(N),(C)

2. Broadband Service

a. The following monthly credit will apply for each customer eligible for Lifeline Assistance who chooses to apply its Lifeline Assistance to broadband service.

	Monthly Credit	
Federal Credit	\$9.25	

(N),(C)

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Title: General Manager

GENERAL SUBSCRIBER SERVICES TARIFF

Millry Telephone Company, Inc.

Section 2  
Third Revised Sheet 15

**S2. BASIC LOCAL EXCHANGE SERVICE**

S2.15 LIFELINE ASSISTANCE PROGRAM (Cont'd)

(N)

C. Credit (Cont'd)

2. Broadband Service (Cont'd)

b. Credit amount will not exceed the basic charge  
for broadband service.

(N)

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GENERAL SUBSCRIBER SERVICES TARIFF

Millry Telephone Company, Inc.

Section

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**S2. BASIC LOCAL EXCHANGE SERVICE**

S2.16 CONCESSION SERVICE

A. General

1. The classes of subscribers specified following are allowed the concession indicated for the following services:
  - a. the access line portion of all local exchange services described in Sections 2.1 through 2.5 of this Tariff. In connection with usage based pricing services , the concession applies in accordance with the rates, terms and conditions for this service provided in the Company's Price list.
  2. Concessions are not allowed to any class of subscribers from the regular rates for the following services and equipment:
    - a. Miscellaneous equipment or other facilities;
    - b. Installation, Service Connection, Inside Move or Change charges.

B. Charitable Institutions

1. A concession of fifty percent (50%) from the regular business rate is allowed to corporations, associations and institutions, or any branch thereof, who comply with all of the following qualifications:
  - a. Are dependent upon voluntary contributions for their support;
  - b. Are exclusively engaged in charitable work;
  - c. Provide a majority of their services free of charge and utilize any compensation received for their services wholly in the prosecution of their charitable work, not resulting in any profit to the organization or any member thereof;

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Issued by: Bobby Williams

Title: General Manager

**S2. BASIC LOCAL EXCHANGE SERVICE**

S2.16 CONCESSION SERVICE (Cont'd)

B. Charitable Institutions (Cont'd)

1. (Cont'd)

d. Are engaged principally in the furnishing of direct aid to the physical health and comfort of human beings in the form of money, services or necessary commodities. For determining eligibility for concession services, those corporations, associations and institutions whose principal work is the elevation or enlightenment of minds or morals, or the reformation, punishment, or correction of acts, habits or mental conditions, or the enforcement of law, or the protection of rights, are not to be classed as charitable institutions;

e. Communication equipment furnished at concession rates for charitable institutions must be located in the administrative offices, institutional buildings or any of the branches thereof.

C. Churches

1. A concession of fifty percent (50%) from the regular business rate is allowed to churches, provided the telephone is located in the church or church study and listed under the name of the church.

D. Volunteer Services

1. A concession of fifty percent (50%) from the regular business access line rate is allowed for Volunteer Fire Departments. The telephone must be located on the premises of the fire department and used solely for fire department business.



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Millry Telephone Company, Inc.

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(D)

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Docket No.:

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GENERAL SUBSCRIBER SERVICES TARIFF

Millry Telephone Company, Inc.

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First Revised Sheet

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(D)

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GENERAL SUBSCRIBER SERVICES TARIFF

Millry Telephone Company, Inc.

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First Revised Sheet

1

(D)

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Docket No.:

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Millry Telephone Company, Inc.  
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**S6. SERVICE CONNECTION CHARGES**

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Docket No.:

Title: General Manager

GENERAL SUBSCRIBER SERVICES TARIFF

Millry Telephone Company, Inc.  
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**S6. SERVICE CONNECTION CHARGES**

S6.1 GENERAL

- A. The Company shall provide tariffed basic telephone service to the premises of a permanent residence within its franchised service territory, if the costs, including, but not limited to costs of facilities, rights-of-way and equipment of providing basic telephone service to the requiring party does not exceed eight thousand dollars (\$8,000). This requirement applies to residential service only. (D) (C,N)
- B. Service order charges apply, except as specified in this section or in other sections of the Tariff, to customer initiated requests for establishment of telephone service, reconnecting service which has been temporarily disconnected for nonpayment, installing supplemental equipment and establishing miscellaneous service. Service order charges apply in addition to installation charges provided for in other sections of the Tariff unless stated otherwise.
- C. The charges specified contemplate work being performed by the Telephone Company during the usual working hours on normal working days. When, at the specific request of the customer or applicant for service, work is performed at other times, either for the convenience of the customer or applicant for service or for other reasons not under the control of the Telephone Company, the expense incurred by the Telephone Company in excess of the normal expense of such work, when performed during usual working hours on normal working days, may be billed to the customer or applicant for service, in addition to the charges otherwise applicable.

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2010

Effective Date: January 26,

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Issued by: Bobby Williams  
Title: General Manager

**S6. SERVICE CONNECTION CHARGES**

## S6.2 DEFINITIONS

- A. Service Order Charge: This charge is applied each time a service order must be written, executed and processed.
1. Business Service Order Charge: Applied to the initial order for a given business customer.
  2. Residence Service Order Charge: Applied to the initial order for a given residential customer.
- B. Central Office Work Charge: This charge is applied when it is necessary to rearrange central office wiring in order to complete a given installation or change of service.
- C. Access Line Work Charge: This charge applies when a necessary line from the central office to the customer's premises must be established, changed or rearranged, including cross connections and terminal rearrangements.
- D. Premise Visit Charge: This charge applies when a visit to the subscriber's premises is required.
- E. Returned Check Charge: An administrative charge will be applied to each returned check received. Telephone service will be subject to the discontinuance as specified in S25.4c of this Tariff.
- F. Installation Charge: This charge applied to the provision of certain items of equipment or facilities and is in addition to applicable service charges. These charges are identified and presented throughout this Tariff as a part of the offering.
- G. Restoration Charge: This charge applies for restoration of service after suspension for nonpayment or to the restoration of service for suspension of service temporarily at the request of the customer.

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Issued by: Bobby Williams  
Title: General Manager

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Millry Telephone Company, Inc.

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**S6. SERVICE CONNECTION CHARGES**

S6.2 DEFINITIONS (Cont'd)

- H. Termination Charge: This charge applies when a subscriber cancels an order for service prior to the establishment of that service. A termination charge equals the cost incurred by the Company in engineering, ordering and providing the equipment and disposing of it, less credits obtained through disposal, and any service connection charges for work completed up to the receipt of such cancellation by the subscriber.
- I. Number Change Charge: This charge applies when a customer requests a change in their telephone number.

S6.3 APPLICATION OF SERVICE CHARGES

A. General

1. Service charges as used herein and in other sections of this Tariff are applicable to the ordering, connecting, moving, changing, rearranging and furnishing of telephone service and other telephone facilities and service. The charges apply as follows except as provided hereinafter in other sections of this Tariff.
2. Service order charges are applicable to the following services:
  - a. All classes of Basic Local Exchange Service
  - b. Directory Listings
  - c. Miscellaneous Service Arrangement and Auxiliary Equipment

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Issued by: Bobby Williams

Title: General Manager

**S6. SERVICE CONNECTION CHARGES**

## S6.3 APPLICATION OF SERVICE CHARGES (Cont'd)

## A. General (Cont'd)

3. Where the service desired necessitates the use of more than one item of service subject to the service charge, the total charge is the sum of the separate service charges for each item of service furnished except as hereinafter provided.
4. When service is re-established at a location which has been destroyed or made untenable by fire, wind or flood, service charges for connection, move or change do not apply when service is re-established within a reasonable time. If the subscriber desires service at a new location for a temporary period, service charges for connection will apply for the establishment of service at a temporary location but no service charge will apply when service is re-established at the former location.
5. Service charges may be paid at the time of application of service or as otherwise provided herein.
6. Service charges apply to changing, or adding custom calling features, number changes or any other miscellaneous service, as specified in this Tariff.
7. There will be no service charge applied for removing or suspending service.
8. Change of name orders are accepted only where the service to and the responsibility of one subscriber is transferred to another with no lapse in service.

GENERAL SUBSCRIBER SERVICES TARIFF

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**S6. SERVICE CONNECTION CHARGES**

S6.3 APPLICATION OF SERVICE CHARGES (Cont'd)

B. Application

1. Service Order - Applies per customer request for establishment of service, for work performed by the Company for the same account. Where more than one account is located at the same premises, work in each individual account will be considered separately.
2. Central Office Work Charge - Applies for work in the central office necessary to effect customer requested changes in service.
3. Access Line Work Charge - Applies to the connection of local exchange lines, local private lines, outside extension lines and any other services requiring a drop wire.
4. Premise Visit - Applies to the installation or move in location of the network interface device beyond a minimum point of penetration. Applied only when work is requested by customer.
5. Returned Check Charge - An administrative charge will be applied to each returned check received. Telephone service will be subject to the discontinuance as specified in S25.4c of this Tariff.

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GENERAL SUBSCRIBER SERVICES TARIFF

Millry Telephone Company, Inc.

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**S6. SERVICE CONNECTION CHARGES**

S6.3 APPLICATION OF SERVICE CHARGES (Cont'd)

B. Application (Cont'd)

6. Installation Charge - This charge applied to the provision of certain items of equipment or facilities and is in addition to applicable service charges. These charges are identified and presented throughout this Tariff as a part of the offering.
7. Restoration Charge - Applies to the restoration of service following a temporary suspension of such service for nonpayment of charges or for suspension of service at request of subscriber.
8. Termination Charge - Applies when a subscriber cancels an order for service prior to the establishment of that service. A termination charge equals the cost incurred by the Company in engineering, ordering, and providing the equipment and disposing of it, less credits obtained through disposal, and any service connection charges for work completed up to the receipt of such cancellation by the subscriber.
9. Number Change Charge - Applies when a customer requests a change in their telephone number.
10. Conditions Under Which No Service Charges Apply:
  - a. To a change of address only (for example, from a post office box number to a street address, and no physical move of location is made by the subscriber).
  - b. To any changes in service, subscriber and/or account information incurred by the death of a spouse, regardless of whether the deceased spouse is the actual subscriber to the Company's services.

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**S6. SERVICE CONNECTION CHARGES**

S6.4 Reserved for Future Use

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GENERAL SUBSCRIBER SERVICES TARIFF

Millry Telephone Company, Inc.

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**S6. SERVICE CONNECTION CHARGES**

S6.5 RATES

	Residence	
	Business	
A. Service Order Charge	\$12.50	\$16.50
B. Central Office Work Charge	\$19.75	\$25.00
C. Premise Visit		
1. Initial 15 minute increment	\$30.00	\$30.00
2. Each add'l 15 minute increment	\$10.00	\$10.00
D. Returned Check Charge	\$30.00	\$30.00 (I)
E. Installation Charge		
See specific offering in this Tariff.		
F. Restoration Charge	\$30.00	\$30.00
G. Number Change Charge	\$19.75	\$19.75

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GENERAL SUBSCRIBER SERVICES TARIFF

Millry Telephone Company, Inc.

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**S7. MISCELLANEOUS SERVICE ARRANGEMENTS**

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(D)

(D)

Issue Date: February 23, 2015

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Title: General Manager

**S7. MISCELLANEOUS SERVICE ARRANGEMENTS**

S7.1 TOUCHTONE CALLING SERVICE

A. General

1. Touchtone Calling Service provides for the origination of telephone calls through the use of pushbuttons.
2. The service is available in all exchanges to business and residence subscribers.
3. There is no monthly charge for touchtone service.

S7.2 CUSTOM CALLING SERVICES

A. Basic Feature Definitions

1. Call Forwarding - This provides an arrangement for transferring incoming calls to another telephone number by dialing a code and the number of the service to which calls are to be transferred.
2. Three-Way Calling - This permits an existing call to be held, and, by dialing, a second telephone call can be established and added to the connection. Normal transmission performance quality cannot be guaranteed on all calls.
3. Call Waiting/Cancel Call Waiting:

Call Waiting - By means of a tone signal, a customer who is using his telephone is alerted when another caller is trying to reach his station. Call Waiting allows the first caller to be put on hold while the second call is answered.

Cancel Call Waiting - This arrangement will allow a Call Waiting subscriber to disable the Call Waiting feature of their telephone for the duration of a telephone call. The subscriber dials a code prior to placing a call to temporarily disable the Call Waiting feature.



**S7. MISCELLANEOUS SERVICE ARRANGEMENTS**

## S7.2 CUSTOM CALLING SERVICES (Cont'd)

## A. Basic Feature Definitions (Cont'd)

4. Speed Calling - This provides for the calling of a 7 or 10 digit telephone number by dialing an abbreviated code. This arrangement is available in an eight-number capacity.
5. Call Transfer - This is an arrangement that enables subscribers to receive or originate calls on their number and transfer that call to a second number. This is done by depressing a switch-hook of the receiver button and dialing the third party's number. The subscriber hangs up the phone leaving the two parties connected. Call Transfer can only be used in connection with individual line service, and both lines must be served out of the same central office. Subscribers must also subscribe to Three-Way-Calling for this feature to work.
6. Warm Line - This service places a call to a preselected number without the caller dialing any digits. The call is placed after the receiver is taken off the telephone set and a number is not dialed within a specified time. Warm line is particularly useful for elderly, handicapped or young people.

## B. Advanced Feature Definitions

1. Personal Ringing - Provides two or more different phone numbers and rings for a single telephone line. Used to distinguish incoming calls.
2. Call Back - By dialing the ACB activation code, a subscriber directs the switch to recall the DN of the last outgoing call from his set. The switch will set up the call to that DN whether or not the called party answered the original call. Therefore, without having to redial the DN, the subscriber can use ACB either to contact a party he has been unable to reach or continue an interrupted discussion. If the called line is busy, the switch queues the ACB request and

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delays processing of the call until both the  
called and calling parties are idle.

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**S7. MISCELLANEOUS SERVICE ARRANGEMENTS**

S7.2 CUSTOM CALLING SERVICES (Cont'd)

B. Advanced Feature Definitions (Cont'd)

3. Call Return - This feature enables a customer to place a call to the telephone number associated with the most recent call received, whether or not the call was answered or the number is known. The customer can dial a code to request that the network place the call. If the called line is not busy, the call is placed. If the called line is busy, a confirmation announcement is heard, the customer hangs up, and a queuing process begins. For the next thirty minutes, both the calling and called lines are checked periodically for availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone, the call will automatically be placed.

4. Call Block - This feature provides the customer the ability to prevent incoming calls from up to six different telephone numbers. A screening list is created by the customer either by adding the last number associated with the line (incoming or outgoing), or by pre-selecting the telephone numbers to be blocked. When a call is placed to the customer's number from a number on the screening list, the caller receives an announcement indicating that the party he is attempting to call does not wish to receive his call at this time.

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**S7. MISCELLANEOUS SERVICE ARRANGEMENTS**

## S7.2 CUSTOM CALLING SERVICES (Cont'd)

## B. Advanced Feature Definitions (Cont'd)

5. Caller Identification - Basic (Number Delivery)\*  
This feature enables the customer to view on a display the Directory Number (DN) on incoming telephone calls. When Caller ID Basic is activated on a customer's line, the Directory Numbers of incoming calls are displayed on the called CPE during the first long silent interval of the ringing cycle. Any customer subscribing to Caller ID Basic will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

If the incoming call originates from a Multi-line Hunt Group, the telephone number transmitted will always be the main number of the Hunt Group, unless, facilities permitting, the lines are telephone number identified within the group. Calling party information via Caller ID Basic is not available on operator handled calls or from outside the Caller ID area.

\* This service offering will be grandfathered and will no longer be made available to new or existing subscribers as of the effective date of this Tariff.

**S7. MISCELLANEOUS SERVICE ARRANGEMENTS**

## S7.2 CUSTOM CALLING SERVICES (Cont'd)

## B. Advanced Feature Definitions (Cont'd)

6. Caller Identification - Basic (Name and Number Delivery) (formerly Caller Identification - Deluxe)

This feature enables the customer to view on a display unit the calling party Directory Name and Directory Number on incoming telephone calls.

A maximum of 15 characters is allowed for transmission of the calling party Directory Name. When Caller ID Basic is activated on a customer's line, the calling party Directory Name and Directory Number on incoming calls will be displayed on the called CPE during the first long silent interval of the ringing cycle. The date and time of the call is also transmitted to the Caller ID Basic customer.

Any customer subscribing to Caller ID Basic will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

7. Caller Identification - Deluxe (Name and Number Delivery and Call Waiting)

This feature enables the customer to view on a display unit the calling party Directory Name and Directory Number on incoming telephone calls and provides the customer with call-waiting alerts when the customer is on another call. The customer is required to subscribe to Call Waiting, as provided in Section 7.2.A.3 of this Tariff, in addition to Caller Identification - Deluxe, in order for this feature to function. The rate for Caller ID Deluxe listed in Section 1

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of this Tariff does not include the cost of a  
subscription to Call Waiting.

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Title: General Manager

**S7. MISCELLANEOUS SERVICE ARRANGEMENTS**

## S7.2 CUSTOM CALLING SERVICES (Cont'd)

## B. Advanced Feature Definitions (Cont'd)

7. Caller Identification - Deluxe (Name and Number Delivery and Call Waiting) (Cont'd)

A maximum of 15 characters is allowed for transmission of the calling party Directory Name. When Caller ID Deluxe is activated on a customer's line, the calling party Directory Name and Directory Number on incoming calls will be displayed on the called CPE during the first long silent interval of the ringing cycle. The date and time of the call is also transmitted to the Caller ID Deluxe customer.

Any customer subscribing to Caller ID Deluxe will be responsible for the provision of a Call Waiting ID capable display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Call Waiting - By means of a tone signal, a customer who is using his telephone is alerted when another caller is trying to reach his station. Call Waiting allows the first caller to be put on hold while the second call is answered.

8. Call Selector Distinctive Ringing - Provides a distinctive ringing pattern to the subscribing customer for up to ten specific telephone numbers. (T)

The customer creates a screening list of up to ten telephone numbers through an interactive dialing sequence. When a call is received from one of the predetermined telephone numbers, the customer is

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alerted with a distinctive ringing pattern  
(short,  
          long, short). Calls from telephone numbers not  
          included on the screening list will produce a  
          normal ring.

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**S7. MISCELLANEOUS SERVICE ARRANGEMENTS**

## S7.2 CUSTOM CALLING SERVICES (Cont'd)

## B. Advanced Feature Definitions (Cont'd)

9. Preferred Call Forwarding - This feature allows the customer to transfer selected calls to another telephone number. A screening list of up to ten numbers is created by the customer and placed in the network memory via an interactive dialing sequence. Subsequently, calls are forwarded to the Call Forwarding telephone number only if the calling number can be obtained and if found to match a number on the screening list.
10. Selective Call Acceptance - Allows the customer to select certain numbers only to be terminated at their number. Numbers not on the list will hear a recorded announcement.
11. Anonymous Call Rejection - Blocks calls from those who are blocking their name and number when calling the customer. Anyone who uses the blocking option when calling will be automatically sent to a recorded message informing them the customer does not wish to receive their call.
12. Remote Access Call Forward - Provides a customer the Call Forwarding Variable feature and the capability to activate and deactivate the service remotely from any line/equipment capable of Touch-Tone signaling rather than only from the base station line. This feature does not require that a courtesy call be completed to the forward-to telephone number.
13. Busy Call Forwarding - Forwards incoming calls to a pre-designated number when the line is busy.
14. Delayed Call Forwarding - Delayed Call Forwarding forwards incoming calls to a pre-designated number when the call is not answered within a specified time frame. The default time frame is

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30 seconds, but can be set for 1 to 60 seconds upon request.

15. Hot Line - This service automatically places a call to a pre-selected number without the caller dialing any digits when the receiver is taken off the telephone set and a number is not dialed. (N)  
|  
(N)

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**S7. MISCELLANEOUS SERVICE ARRANGEMENTS**

S7.2 CUSTOM CALLING SERVICES (Cont'd)

C. Usage Sensitive Feature Definitions (M)

- 1. Call Tracing - Enables the customer to initiate an automatic trace of the last call received. (M)

D. General

- 1. The services are limited to those areas served by central offices equipped for Custom Calling Services and are subject to the availability of facilities. Some of the Advanced Features utilize the network's ability to forward a calling number between the originating and terminating central offices. These features may only be used on calls originating and terminating in central offices with the technical capability to provide this service.
- 2. Call Return is not available on operator handled calls. In connection with Call Return, the Company will deliver all numbers, subject to technical limitations, including telephone numbers associated with Non-Published Listing Service.
- 3. Upon activation of Call Tracing by the customer, the network automatically sends a message to the Company's Security Department indicating the calling number, the time the trace was activated, and in some locations, the time the offending call was received. The customer using this feature would be required to contact the Telephone Company for further action.
- 4. Customers utilizing Call Tracing will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them. The Company is not liable for damages if a trace attempt is not successful. Call Tracing is available on a usage basis only.
- 5. Customers subscribing to both Call Waiting and Call Selector will receive a distinctive waiting

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tone when a call is received from a telephone number on the Call Selector screening list while the line is in use.

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**S7. MISCELLANEOUS SERVICE ARRANGEMENTS**

S7.2 CUSTOM CALLING SERVICES (Cont'd)

D. General (Cont'd)

- 6. Customers of record when Caller ID Basic and Deluxe are initiated, and new customers which appear thereafter will be given free per call restrict.
- 7. Use of Caller ID Basic and Deluxe requires a telephone number display device designed for use with Caller ID. The Telephone Company is not responsible for obtaining, maintaining or repairing any such device except as it may separately agree in writing with a customer.
- 8. To activate Busy Call Forwarding, contact the Company's Business Office. When the order is taken, the customer will be asked to provide the pre-designated number to which the calls will be forwarded. A separate service order charge may be applicable, as set forth in Section 6 of this Tariff. (N)
- 9. To activate Delayed Call Forwarding, contact the Company's Business Office. When the order is taken, the customer will be asked to provide the pre-designated number to which the calls will be forwarded. The customer may request a delayed time frame other than the default 30 second time frame when placing the order. A separate service order charge may be applicable, as set forth in Section 6 of this Tariff. (N)

E. Limitations of Liability

- 1. The Telephone Company will not be liable for any economic harm, personal injury, invasion of any right of privacy of any person, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by the Telephone Company's delivery or failure to deliver the telephone number of a calling party.

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**S7. MISCELLANEOUS SERVICE ARRANGEMENTS**

S7.3 RESERVED FOR FUTURE USE

S7.4 TOLL RESTRICTION SERVICE

A. General

1. Call Code Restriction (CCR) is a service which enables customers to restrict certain types of outgoing calls from being placed over their exchange lines/trunks. It is offered with options containing various sets of codes to be restricted, and is available to basic exchange customers with individual line residence or business service in either flat or message rate service environments.

CCR does not provide restriction of non-chargeable calls to Company numbers such as repair service, or Public Emergency Service numbers (911).

Customers may subscribe to whichever option meets their needs, but only one option may be provided on a line/trunk or group of lines/trunks.

CCR is furnished only from central offices equipped to provide this service and where facilities permit.

Subscribing to CCR does not relieve customers of responsibility for calls charged to their numbers.

Customers who subscribe to CCR options which restrict operator access have the responsibility to notify all users of their service that an operator cannot be reached.

The Company shall not be liable to any person for damages of any nature or kind arising out of, or resulting from, or in connection with the provision of this service, including without limitation, the

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**S7. MISCELLANEOUS SERVICE ARRANGEMENTS**

S7.4 TOLL RESTRICTION SERVICE (Continued)

A. General (Cont'd)

inability of station users to access the operator for any purpose, or any other restricted codes specified below.

CCR will be established and provided at no charge for customers receiving Lifeline Service.

B. Call Code Restriction Options

1. Option #1: Restrict 1+, 0-, 0+, 00-, IDDD 01+, IDDD 011+, NPA 900, NPA 800, NPA 888, NPA 877, NPA 866.

2. Option #2: Restrict 976, NPA 900.

3. Option #3: Restrict 1+, 0-, 0+, 00-, IDDD 01+, IDDD 011+, NPA 900.

C. Rates

The following rates and charges apply for all CCR options and are in addition to all applicable service charges, monthly rates, and nonrecurring charges, for example lines/trunks and other services or equipment with which they may be associated. Only one option may be provided on a line or group of lines.

	<u>Monthly Rate</u>	
1. Option #1:		
(a) Residence line, each	\$3.65	(I)
(b) Business line, each	\$5.25	(I)
2. Option #2:		
(a) Residence line, each	None	
(b) Business line, each	None	
3. Option #3:		
(a) Residence line, each	\$3.65	(I)
(b) Business line, each	\$5.25	(I)

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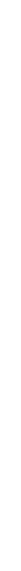
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**S12. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

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**S12. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS**

S12.1 LINE EXTENSION CHARGES

A. General

1. The Company shall provide tariffed basic telephone service to the premises of a permanent residence within its franchised service territory, if the costs, including, but not limited to costs of facilities, rights-of-way and equipment of providing basic telephone service to the requiring party does not exceed eight thousand dollars (\$8,000). (D)
2. Should cost of a new service installation for a permanent residence or business in the Company's franchised service territory exceed eight thousand dollars (\$8,000) a customer may request that the Company allocate any unused universal service funds received by the Company which have been set aside for this purpose. A determination of whether such funds exist shall be made at the sole discretion of the Company. A customer may be required to pay such excess costs pending a final determination of the availability of such funds. (C)
3. Construction charges are non-recurring charges made under certain conditions and are in addition to applicable charges for the class of service furnished, mileage charges, service connection charges, charges for moves and changes, and other charges that may be applicable, as set forth in the Company's Price list.
4. The word "Cost" is to be interpreted to mean the cost of labor and materials, and in addition, charges for supervision and other overhead expenses associated with the construction.

B. Reserved for Future Use

C. Exceptions to Construction Charges

1. No construction charge is made for the provision of new pole lines or wire on public highways within the Base Rate Area.

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2. Neither station installations, including drop wire, protector, or any plant within the base rate area, shall be considered as construction.

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**S13. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER**

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**S13. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER**

S13.1 GENERAL REGULATIONS

- A. Connection of customer-provided communications systems must meet the Company's requirements, as well as Part 68 of the Federal Communications Commission's Rules and Regulations. In case any unauthorized attachment or connection is made, the Company shall have the right to disconnect the same or to suspend service during the continuance of said attachment or connection or to terminate the service. The Company shall have the right to make a charge sufficient to recover any losses experienced as a result of unauthorized attachment or connections, including, but not limited to, the cost to disconnect service.
- B. Subscribers will be billed for each service call to the subscriber's premises when service is impaired due to the connection of authorized customer-provided equipment or facilities.
- C. Responsibility of the Telephone Company
- The Company shall not be responsible for the installation, operation or maintenance of any customer provided terminal equipment or communications system. Telecommunications or private line service is not represented as adapted to the use of customer provided equipment or systems and where such are connected to the Company facilities the responsibility of the Company shall be limited to the furnishing of facilities suitable for telecommunications service and to the maintenance and operation of such facilities in a manner proper for such telecommunications service. Subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the customer provided equipment or systems or for the quality of, or defects in, such transmission, or (2) the reception of signals by customer provided equipment or systems, or address signaling where such signaling is performed by customer provided signaling equipment.

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**S13. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S13.1 GENERAL REGULATIONS (Cont'd)

C. Responsibility of the Telephone Company (Cont'd)

The Telephone Company will, at a subscriber's request, provide information concerning interface parameters, including the number of ringers which may be connected to a particular telephone line needed to permit customer provided terminal equipment to operate in a manner compatible with telecommunications or private line service.

The Telephone Company may make changes in its telecommunications or private line services, equipment, operations or procedures, where such action is not inconsistent with Part 68 of the Federal Communications Commission's Rules and Regulations.

If such changes can be reasonably expected to require modification or alteration of customer provided terminal equipment or communications systems or materially affect its performance, the Company will make a reasonable effort to notify the customer in advance, to allow the customer an opportunity to maintain uninterrupted service.

The Telephone Company will not be responsible for any loss or damage, nor for any impairment or failure of the service, arising from or in connection with the use of facilities of customers and not caused solely by the negligence of the Telephone Company.

**S13. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER**

## S13.1 GENERAL REGULATIONS (Cont'd)

## D. Violation of Regulations

Where any customer provided equipment or system or communication system provided to a customer is used with telecommunications service in violation of any of the provisions in this Tariff, the Telephone Company will take such immediate action as necessary for the protection of its services, and will promptly notify the customer of the violation. The customer shall discontinue such use of the equipment or system or correct the violation and shall confirm in writing to the Company within 5 days, following the receipt of written notice from the Company, that such use has ceased or that the violation has been corrected. Failure of the customer to discontinue such use or to correct the violation and to give the required written confirmation to the Telephone Company within the time stated above shall result in termination of the customer's service until such time as the customer complies with the provisions of this Tariff. The right of the Telephone Company to terminate service, as provided above, includes the right to suspend the service or to disconnect such customer provided equipment or communications system.

## E. Hazardous or Inaccessible Locations

Customer provided equipment which serves a location which the Telephone Company considers impracticable to service because of hazard or inaccessibility may be connected with telecommunications service by means of connecting equipment furnished by the Telephone Company.

## F. Provisions of Channels and Equipment

When the customer elects to provide his own communications system, it is contemplated that the customer shall provide all station apparatus and associated channels which are a part of the system and which are located on the same customer's premises as the system.

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**S13. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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## S13.1 GENERAL REGULATIONS (Cont'd)

G. Recording, Reproducing, and Automatic Answering and  
Recording Equipment

## 1. Recording or Two way Telephone Conversations

Telecommunications and private line services are not represented as adapted to the recording of two way telephone conversations. Customer provided voice recording equipment may be connected with telecommunications and private line services, in accordance with the provisions in this Tariff, subject to the following conditions:

When recording equipment is in use and is a direct electrical connection with services of the Telephone Company, a recorder tone that is repeated at intervals of approximately fifteen seconds is required except that the recorder tone described is not required:

- a. When the equipment will be used by public fire and police departments exclusively for the receipt of intrastate fire and police calls, and attended at all times for such purpose.
- b. For Federal Communications Commission licensed broadcast stations for the purpose of recording two way telephone conversations for broadcast over the air so long as those activities are consistent with the applicable broadcast regulations.
- c. When such equipment is used by the United States Department of Defense at command centers for emergency communications transmitted over the Defense Department's private line system when connected to the telecommunications network.
- d. For the United States Secret Service of the Treasury Department to record Telephone conversations which endanger the safety and security of the President of the United States,

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and members of his immediate family.

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S13.1 GENERAL REGULATIONS (Cont'd)

G. Recording, Reproducing, and Automatic Answering and  
Recording Equipment (Cont'd)

1. Recording or Two way Telephone Conversations  
(Cont'd)

Customer provided voice recording equipment shall  
be so arranged that it can be physically  
connected to and disconnected from Telephone  
Company facilities and switched on and off.

S13.2 CONNECTIONS OF REGISTERED TERMINAL EQUIPMENT AND SYSTEMS

A. Customer provided registered terminal equipment,  
registered protective circuitry, and registered  
communications systems may be directly connected at  
the customer's premises to the telecommunications  
network, subject to Part 68 of the Federal  
Communication Commission's Rules and Regulations:

1. A customer provided registered key system may be  
connected directly to the public switched  
network, provided that the customer provided  
equipment and the associated customer provided  
premises wiring are in compliance with Section  
68.214 and 68.215 of the FCC's Rules and  
Regulations.

2. The customer shall notify the Company of each  
line to which registered equipment is to be  
connected and shall notify the Company when such  
registered equipment is permanently disconnected.  
The customer shall provide the Company the  
registration number and ringer equivalence number  
for the registered equipment. The customer is  
also responsible for specification of the  
appropriate protective connecting arrangement  
when other than the standard jack is required.  
(See FCC Part 68, Section 68.106, Notification to  
Telephone Company.)

**S13. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER**

**S13.2 CONNECTIONS OF REGISTERED TERMINAL EQUIPMENT AND SYSTEMS  
(Cont'd)**

A. (Cont'd)

3. The Company is not obligated to provide system and/or terminal equipment or station wiring beyond the point of connection (network interface) with customer provided systems and/or terminal equipment.

B. Premises Wiring Associated with Registered or Grandfathered Communications Systems

1. Premises Wiring is wiring which connects separately housed equipment entities or system components to one another, or wiring which connects and equipment entity or system component With the telephone network interface, located at the customer's premises and not within an equipment housing.

a. Fully protected Premises Wiring is premises wiring which is:

- (1) No greater than 25 feet in length (measured linearly between the point where it leaves equipment or connector housings) and registered as a component of and supplied to the user with the registered terminal equipment or protective circuitry with which it is to be used.
- (2) A cord which complies with (1) preceding and which is extended once by a registered extension cord. Extension cords may not be used as a substitute for wiring which for safety reasons should be affixed to or embedded in a building's structure.
- (3) Wiring located in an equipment room with restricted access, provided that this wiring remains exposed for inspection and is not concealed or embedded in the building's structure, and that it conforms to Part 68

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of the Federal Communications Commission's  
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S13.2 CONNECTIONS OF REGISTERED TERMINAL EQUIPMENT AND SYSTEMS  
(Cont'd)

- B. Premises Wiring Associated with Registered or Grandfathered Communications Systems (Cont'd)
  - 1. (Cont'd)
    - a. (Cont'd)
      - (4) Electrically behind registered equipment, system components or protective circuitry which assure that electrical contact between the wiring and commercial power wiring or earth ground will not result in hazardous voltages or excessive longitudinal imbalance at the telephone network interface.
    - b. Protected Premises Wiring Requiring Acceptance Testing for Imbalance is premise wiring which is electrically behind registered equipment, system components or circuitry, which assure that electrical contact between the wiring and commercial power wiring will not result in hazardous voltages at the telephone network interface.
    - c. Unprotected Premises Wiring is all other premise wiring.
  - 2. Customers who intend to connect premise wiring other than Fully Protected Premises Wiring to the telephone network shall give advance notice to the Company in accordance with the procedures specified in Part 68, Section 68.106(c) of the Federal Communication Commission's Rules and Regulations.

**S13. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER****S13.3 CONNECTIONS OF GRANDFATHERED TERMINAL EQUIPMENT AND  
GRANDFATHERED COMMUNICATIONS SYSTEMS**

- A. Direct Connections and Connections Through Connecting Arrangements Provided by the Company
1. If the initial rule compliance connection was made prior to January 1, 1980, grandfathered Terminal Equipment and Grandfathered Communication Systems may remain directly connected and be moved and reconnected to the telecommunications network for the life of the equipment without registration. The equipment or system may be modified only in accordance with Part 68 of the Federal Communication Commission's Rules and Regulations, subject to the following:
    - a. The customer shall notify the Company when grandfathered terminal equipment or a communication system is to be connected. Notification should include a description of the equipment, manufacturer's name, model number and type of equipment and state its previous connection, which qualifies it for continued connection. The customer shall also notify the Company when such communications equipment and systems are to be permanently disconnected.
    - b. All connections are made through a network interface agreeable to the Company and the customer.
    - c. All such connections shall comply with all the criteria contained in Subpart D of Part 68 of the Federal Communication Commission's Rules and Regulations both prior to and after the application of each of the mechanical and electrical stresses specified in that section.

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**S13. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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## S13.4 ACOUSTIC OR INDUCTIVE CONNECTIONS

## A. General

Customer provided voice or data terminal equipment and customer provided communications systems may be acoustically or inductively connected at the customer's premises to the telecommunications network provided the connection is made externally to the network control signaling unit when the unit is Telephone Company provided. The customer provided communications equipment must comply with all the criteria contained in Subpart D of Part 68 of the Federal Communications Commission's Rules and Regulations both prior to and after the application of each of the mechanical and electrical stresses specified in that section.

S13.5 CONNECTION OF CUSTOMER PROVIDED COMMUNICATIONS SYSTEMS NOT  
SUBJECT TO PART 68 OF THE FCC RULES AND REGULATIONS

- A. Customer provided communications systems not subject to Part 68 of the Federal Communications Commission's Rules and Regulations may be connected with telecommunications services in accordance with this Tariff. These communications systems (including channels derived from such systems), not exceeding voice grade, may be connected at the customer's premises provided that:
1. Such telecommunications service or customer provided communications system is utilized for the origination or termination of communications at the customer's premises where the connection is made.
  2. The connection shall be through a network control signaling unit and connecting arrangement furnished by the Company.
  3. The connection shall be made through switching equipment provided either by the customer or by the Company.

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S13.5 CONNECTION OF CUSTOMER PROVIDED COMMUNICATIONS SYSTEMS NOT  
SUBJECT TO PART 68 OF THE FCC RULES AND REGULATIONS  
(Cont'd)

A. (Cont'd)

16. The provisions relating to minimum protection criteria set forth in Subpart D of Part 68 of the Federal Communications Commission's Rules and Regulations both prior to and after the application of each of the mechanical and electrical stresses specified in that section. As related to minimum protection criteria and when applied to the connection of customer provided communications systems, the term "Customer's premises" shall include any premises on which the customer provided communications system is terminated.

Where a telecommunications service is used in the provision of a composite data service for others and connection of such service is made to a communications system provided by a customer and the connection is made through customer provided data switching equipment, the provisions of 1. and 3. above do not apply.

S13.6 CONNECTIONS OF CUSTOMER PROVIDED TERMINAL EQUIPMENT  
SPECIFICALLY EXCLUDED FROM THE FCC REGISTRATION PROGRAM

A. Customer provided terminal equipment may be connected at the customer's premises to party line and semipublic coin services of the Company in accordance with the following:

1. The connection of customer provided terminal equipment to services specifically excluded from the Federal Communications Commission's Registration programs shall be through a protective connecting arrangement which must be furnished by the Company.

2. The connection of customer provided communications equipment must comply with all the criteria contained in Subpart D of Part 68 of the Federal Communications Commission's Rules and Regulations both prior to and after the application of each of the mechanical and

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electrical stresses specified in that section.

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**S13. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER**

S13.7 CUSTOMER PREMISES INSIDE WIRE

A. General Regulations

1. Customer premises inside wire and standard jacks associated with residence and business individual line basic local exchange services, as defined elsewhere in this Tariff, may be provided by either the Company on a deregulated basis after January 1, 1987 or the customer.
2. Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, within a customer's premises that extends between the termination of the Exchange Access Line and those standard jack locations within the customer's premises to which terminal equipment can be connected for access to the Network Access Line.
3. Customer premises inside wire provided by the customer must be installed in accordance with the technical standards and installation guidelines furnished to the Commission by the Company and must comply with the National Electric Safety Code and applicable local codes.
4. Customer premises inside wire provided by the customer may be connected to residence and business individual line basic local exchange service furnished by the Company at a specified network interface.
5. The network interface for the connection of customer premises inside wire consists of a standard modular jack or appropriate device and is provided as part of the network access line. This will be installed inside or outside the customer's premises at location determined by the Company which is accessible to the customer. The normal location will be in close proximity to the protector or entrance facility, whenever practicable.

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**S13. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
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S13.7 CUSTOMER PREMISES INSIDE WIRE (Cont'd)

A. General Regulations (Cont'd)

6. The Company is not obligated to connect telephone instruments and standard modular jacks to customer provided inside wire.
7. Maintenance of customer owned premises inside wire may be performed by either the Company on a deregulated basis after January 1, 1987, or the customer.

B. Responsibility of the Customer

1. When the customer provides the inside wire and standard jacks, the installation must be in accordance with the technical standards furnished to the Commission by the Company.
2. In the event the customer maintains or attempts to maintain inside wire, the customer assumes the risk of loss of service, damage to property, or death to or injury of the customer or the customer's agent. The customer will save the Company harmless from any and all liability claims, or other damage suits arising out of the customer's wire maintenance activity.

C. Responsibility of the Company

1. The Company will make the technical standards and installation guidelines for customer provision of inside wire available to customers at Business office or other designated locations.

D. Violation of Regulations

1. Where customer provided inside wire is a violation of Section 2, the Company will properly notify the customer of the violation and will take such immediate action as is necessary for the protection of the telecommunications network and Company employees.

GENERAL SUBSCRIBER SERVICES TARIFF

Millry Telephone Company, Inc.  
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Section

First Revised Sheet

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**S13. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER**

S13.7 CUSTOMER PREMISES INSIDE WIRE (Cont'd)

D. Violation of Regulations (Cont'd)

- 2. The customer shall discontinue use of the customer provided inside wire or correct the violation and notify the Company in writing that the violation has been corrected within 20 days after receipt of such notice.
- 3. Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provision of this Tariff.

E. Service Call Charge

(N)

When a customer who does not subscribe to Inside Wire Maintenance Service or lease telephone equipment from the Company requests that the Company check trouble with that customer's telephone service, a Service Call Charge will apply at the following rates if no trouble is found with the Company's facilities:

Residential Service Call	\$35.00
Business Service Call	\$75.00

The Service Call Charge only covers isolation of the telephone line trouble to the customer interface. It does not cover a premise visit to check wiring leaving the customer interface, a service check inside the residence or building, or materials or premise work to repair the service.

(N)

S13.8 CONNECTIONS OF OTHER COMMON CARRIER PROVIDED  
COMMUNICATIONS SYSTEMS

A. General Provision

Communications systems provided by Other Common Carrier hereafter referred to as the OCC, may be connected with the facilities furnished by the company for Exchange and Long Distance Message

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Telecommunication Service, as specified in B through H following.

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COMMUNICATIONS SYSTEMS (Cont'd)**

(M)

**B. Responsibility of the Customer**

Where Exchange and Long Distance Message Telecommunications Services are available under this Tariff for use in connection with OCC provided communications systems, the operating characteristics of such systems shall be such as not to interfere with any of the services offered by the company. Such use is subject to the further provisions that the OCC provided systems do not endanger the safety of company employees or the public; damage, require change in, or alteration of, the equipment or other facilities unless the change or alteration is specifically permitted under the provisions of Equipment to Equipment Connections of this Tariff; impair the operation of the telecommunications system or otherwise injure the public in its use of company's services.

Upon notice from the company that the OCC provided system is causing or is likely to cause such hazard or interference, the customer shall arrange with the OCC to make such change as shall be necessary to remove or prevent such hazard or interference.

The customer shall be responsible for payment of a Maintenance of Service Charge, as set forth in Service Connection Charges, for each repair visit by the company to the premises of the customer where the service difficulty results from the use of equipment, facilities, or services provided by an Other Common Carrier.

**C. Network Control Signaling**

Satisfactory performance of the telecommunications network requires continuing functional capability of the network control signals and the switching equipment involved. To assure such continuing capability, network control signaling (except customer provided tone type address signaling through a company provided or OCC provided connecting arrangement) in the furnishing of telecommunications service shall be

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performed by equipment furnished, installed and  
maintained by the company or the OCC.

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COMMUNICATIONS SYSTEMS (Cont'd)****D. Conditions for Connection of Other Common Carrier  
Provided Communications Systems at the Premises of the  
Customer** (M)

Other Common Carrier provided communications systems including channels derived from such systems) analog, not exceeding voice or digital, may be connected with Exchange or Long Distance Message Telecommunications Services at the premises of the customer, provided that the connection is only made through a Service Terminating Arrangement in one of the following ways:

1. The connection is either through equipment which effects such connection externally to a company provided network control signaling unit by means of an acoustic or inductive connection for transmitting and/or receiving through direct electrical connection in accordance with "b" or "c" below.
2. Where the connection with the OCC provided communications systems involves direct electrical connection to the facilities furnished by the company for Exchange or Long Distance Message Telecommunications Service, such connection shall be made:
  1. Through switching equipment,
  2. Through a channel derivation device, or
  3. Directly to the Service Terminating Arrangement.
3. Where the connection is made by means of switching equipment provided by the customer, or by means of a channel derivation device provided by the customer, such switching equipment or derivation device and the facilities provided by the OCC shall be treated as a customer provided communications system, and the regulations applicable to the connection of customer provided communications systems shall apply, as set forth in Connections of Registered Equipment and Connections of Grandfathered Terminal Equipment

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and Grandfathered Communications Systems.

(M)

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S13.8 CONNECTIONS OF OTHER COMMON CARRIER PROVIDED  
COMMUNICATIONS SYSTEMS (Cont'd)

- D. Conditions for Connection of Other Common Carrier Provided Communications Systems at the Premises of the Customer (Cont'd)
4. Connection may be made if the forms of electrical communication are the same and consistent with those for which the company provided service is offered. Connections are not represented as being suitable for satisfactory transmission.
  5. The rates and charges for connection with OCC provided communications systems shall be the same as those that would apply if company services were so connected. The rates and charges to the customer are in addition to the rates and charges made by the OCC for the services and channels which it provides.
- E. Conditions for Connection of Other Common Carrier Provided Communications Systems at the Premises of the Company
1. Communications Systems (utilizing central office connecting facilities), not exceeding voice grade, provided by an OCC to a customer may be directly connected at the premises of the company with Exchange Service or Long Distance Message Telecommunications Service furnished by the company to the same customer, provided such connections are made through:

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S13.8 CONNECTIONS OF OTHER COMMON CARRIER PROVIDED  
COMMUNICATIONS SYSTEMS (Cont'd)

- E. Conditions for Connection of Other Common Carrier  
Provided Communications Systems at the Premises of the  
Company (Cont'd)
  - 1. (Cont'd)
    - a. Individual exchange lines to permit communications  
via the OCC provided communications system, to or  
from the customer's premises located in an exchange  
foreign to the exchange in which the connection is  
made.

The connections specified above shall be made only if  
the forms of electrical communications are the same and  
consistent with those for which the company provided service  
is provided.

**S13. INTERCONNECTION WITH COMMUNICATIONS EQUIPMENT  
AND SYSTEMS PROVIDED BY THE CUSTOMER**

S13.8 CONNECTIONS OF OTHER COMMON CARRIER PROVIDED  
COMMUNICATIONS SYSTEMS (Cont'd)

F. OCC Service

All arrangements for service provided by an OCC shall be made by the customer with that carrier. The furnishing of Exchange, and Long Distance Message Telecommunications Service by the company is not a part of a joint undertaking with the OCC.

G. Responsibility of the Company

The Company shall not be responsible for the installation, operation or maintenance of any OCC provided communications equipment or system. Exchange and Long Distance Message Telecommunications Services are not represented as adapted to the use of OCC provided equipment or systems, and where such equipment or systems are connected to company facilities, the responsibility shall be limited to the furnishing of facilities suitable for Exchange or Long Distance Message Telecommunications Service and to maintenance and operation of such facilities in a manner proper for such telecommunications service; subject to this responsibility, the Company shall not be responsible for (1) the through transmission of signals generated by the OCC provided equipment or system or for the quality of, or defects in, such transmission, or (2) the reception of signals by the OCC provided equipment or system, or (3) network control signaling where such signaling is performed by OCC provided network control signaling equipment.

The Company shall not be responsible to the customer or OCC if changes in minimum network protection criteria or in any of the facilities, operations or procedures of the Company render any facilities provided by an OCC thereof, obsolete or require modification or alteration of such equipment or system, or otherwise affect its use or performance.

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S13.8 CONNECTIONS OF OTHER COMMON CARRIER PROVIDED  
COMMUNICATIONS SYSTEMS (Cont'd)

H. Violation of Regulations

When any OCC provided system is connected to the Exchange or Long Distance Message Telecommunications Service in violation of any of the provisions in Connections of Other Common Carrier Provided Communications Systems, the Company will take such immediate action as necessary for the protection of the network and will promptly notify the customer of the violation. The customer shall discontinue such connection of the equipment or system or correct the violation and shall confirm in writing to the Company within ten days, following the receipt of written notice from the Company, that such connection has ceased or that the violation has been corrected. Failure of the customer to discontinue such connection or to correct the violation and to give the required written confirmation to the Company within the time stated above shall result in suspension of the customer's service until such time as the customer complies with the provisions of this Tariff.

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**S14. EMERGENCY SERVICE**

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**S14. EMERGENCY SERVICE**

S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911)

A. General

1. Enhanced Universal Emergency Number Service, also referred to as Enhanced 911 Service or E911, is a telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the customer may receive telephone calls dialed to the telephone number 911. E911 Service requires the interaction of two distinct services: the functions provided via network-related "Service Features", and those associated with customer premises terminal equipment (PSAP equipment). "Service Features" is a regulated offering of the Local Exchange Company only, and rates and charges for same are included herein. PSAP equipment may be provided by the Company or other vendors. While the functionality of PSAP equipment is regulated by the terms and conditions set forth by the Alabama Public Service Commission, rates and charges for such equipment are subject only to economic market forces, and are therefore excluded.
2. Enhanced 911 Service is offered subject to availability of facilities.
3. The E911 customer may be a municipality, other state or local governmental unit, an authorized agent of one or more municipalities or other state or local governmental units to whom authority has been lawfully delegated, or an authorized reseller. The customer must be legally authorized to subscribe to the service and have public safety responsibility by law to respond to telephone calls from the public for emergency police, fire or other emergency services within the telephone central office areas arranged for 911 calling.

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**S14. EMERGENCY SERVICE**

S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

B. Definition of Terms

ADDITIONAL E911 EXCHANGE LINE

Additional terminating line at a PSAP that may be ordered by the customer as an optional feature.

ALTERNATE ROUTING (AR)

A standard feature provided to allow E911 calls to be routed to a designated alternate location if

1. all E911 exchange lines to the primary PSAP are busy, or
2. the primary PSAP closes down for a period.

AUTOMATIC LOCATION IDENTIFICATION (ALI)

A feature by which the name and address associated with the calling party's telephone number (identified by ANI as defined following) is forwarded to the PSAP for display. Multiple station lines with the same ANI will be identified with the address associated with that ANI. No ALI data is provided when a call is sent to Default Routing (DR). In the case of 911 calls from subscribers of wireless carriers that are interconnected to BellSouth's 911 Control Office and primary and/or secondary PSAPs equipped with data communications links to BellSouth's ALI database, these Wireless 911 calls will be delivered with a version of the ALI feature that includes certain carrier identification, cell tower or antenna array descriptive data as agreed to by the customer and the wireless carrier, and the wireless subscriber's call-back number. This information is consistent with the requirements of FCC Order 94-102 for Phase I Wireless 911 interconnection. The customer is required to make any changes in the MSAG needed to accommodate the wireless carriers' loading of their respective Pseudo-ANI (P-ANI) records into BellSouth's 911 database management system when P-ANI records are associated with towers and/or antennas located in the customer's jurisdiction.

AUTOMATIC NUMBER IDENTIFICATION (ANI)

A feature by which the calling party's telephone number is forwarded to the E911 Control Office and to the PSAP's ANI/ALI controller.

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S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

B. Definition of Terms (Cont'd)

CENTRALIZED AUTOMATED MESSAGE ACCOUNTING (CAMA) MF SIGNALING

A signaling protocol for sending 8 digits of ANI from the 911 tandem to the PSAP.

DATA MANAGEMENT SYSTEM (DMS)

A system of manual procedures and computer programs used to create, store and update the data required to provide the Selective Routing (SR) and ALI features.

DEFAULT ROUTING (DR)

A feature activated when an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes. Such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP. This is a standard feature of E911 Service when the service is equipped for Selective Routing.

EMERGENCY COMMUNICATIONS DISTRICT (ECD)

An area composed of the territory lying wholly within a municipality or of any part or all of the territory lying wholly within a county, created by the governing body of the municipality or the county by passage of a resolution or ordinance in accordance with the State Code of Alabama, 1975, Volume 10, Title 11, Chapter 98.

EMERGENCY SERVICE NUMBER (ESN)

A number that defines the set of emergency services (e.g. police, fire, hospital) within a particular district or zone. An ESN is associated with the primary PSAP and possibly one or more secondary PSAPs.

END OFFICE

The Central Office(s) in the E911 System which receives originating E911 calls.

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S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

B. Definition of Terms (Cont'd)

ENHANCED 911 (E911) CONTROL OFFICE

The office providing tandem switching capability for E911 calls. It controls switching of ANI information to the PSAP and also provides the SR feature, standard ESS Speed Calling features, Call Transfer capability and certain maintenance functions for each PSAP.

ENHANCED 911 SERVICE AREA

The geographic area in which the customer will respond to all E911 calls and dispatch appropriate emergency assistance.

ENHANCED MF SIGNALING (EMFS)

A signaling protocol for sending 10 or 20 digits of ANI from the 911 tandem to the PSAP. EMF Signaling is required when five or more area codes are served by a single 911 tandem.

FORCED DISCONNECT

A function of the E911 Central Office trunk circuit which enables the PSAP attendant to release a connection even though the calling party has not hung up. This feature prevents the jamming of the E911 exchange lines and is a standard feature of E911 Service.

MANUAL TRANSFER

A feature that enables the PSAP attendant to transfer an incoming E911 call by dialing either a 7-digit or 10-digit telephone number or a 2-digit Speed Calling Code. Manual Transfer is associated with the E911 trunk and is a standard feature of E911 Service.

MASTER STREET ADDRESS GUIDE (MSAG)

A listing of all streets and house number ranges within a 911 service area. The streets and address ranges are assigned selective routing codes, or emergency service numbers (ESNs), to enable proper routing of 911 calls.

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S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

B. Definition of Terms (Cont'd)

PUBLIC SAFETY ANSWERING POINT (PSAP)

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of public service agencies such as police, fire or emergency medical or by employees of a common bureau serving a group of such entities.

SELECTIVE ROUTING (SR)

A feature that routes an E911 call from a central office to the designated primary PSAP based upon the identified number of the calling party.

SERVING CENTRAL OFFICE

The central office from which a PSAP, either primary or secondary, is served.

UNIVERSAL EMERGENCY NUMBER SERVICE

A telephone exchange communication service for receiving telephone calls placed by persons in need of assistance who dial the number 911. Such calls are answered at PSAPs established and operated by the customer. The lines and the equipment specified in this Price List section that are associated with the service arrangement for the answering, transferring and dispatching of public emergency telephone calls are included.

WIRELESS CARRIER

A person or entity who provides Commercial Mobile Radio Service (CMRS). The term wireless carrier includes service provided by any wireless real-time, two-way voice communication device, including radio-telephone communications used in cellular telephone service, personal communication service (PCS), or the functional or competitive equivalent. The term does not include service providers whose customers do not have access to 911 or a 911-like service.

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**S14. EMERGENCY SERVICE**

S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

C. Rules and Regulations

1. This service is limited to the use of central office telephone number 911 as the universal emergency telephone number. Only one E911 service will be provided within any government agency's locality.
2. The 911 emergency telephone number is not intended as a total replacement for the telephone service of the various public safety agencies which participate in the use of this number. The public safety agencies will subscribe to other exchange telephone service as provided in other sections of this Tariff.
3. The service is furnished to the customer only for the purpose of receiving reports of emergencies by the public.
4. E911 Service is classified as Business Exchange Service and is arranged for one-way incoming service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis.
5. E911 Service is provided solely for the benefit of the customer operating the PSAP as an aid in handling assistance calls in connection with fire, police and other emergencies. The provision of E911 Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or legal entity other than the customer.
6. The Company does not undertake to answer and forward E911 calls, but furnishes the use of its facilities to enable the customer's personnel to respond to such calls on the customer's premises.
7. Temporary suspension of service is not provided for any part of the E911 Service.

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S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

C. Rules and Regulations (Cont'd)

8. Central offices that are not currently equipped to transmit ANI will not be modified to provide ANI just for E911 Service. When the Selective Routing feature is provided, in such circumstances, Default Routing and central office identification will be provided in lieu of Selective Routing and ANI Display.
9. The Company's entire liability to any person for interruption or failure of E911 Service shall be limited to the terms set forth in this section and other sections of this Price list.
10. The rates charged for E911 Service do not contemplate the inspection or constant monitoring of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the system is functioning properly for its use. The customer shall promptly notify the Company in the event the system is not functioning properly.
11. The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof 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.
12. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours for E911 Service.

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S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

C. Rules and Regulations (Cont'd)

13. Because the Company serving boundaries and political subdivision boundaries may not coincide, it is the obligation of the customer to make arrangements to handle all E911 calls that originate from telephones served by central offices in the local service area whether or not the calling telephone is situated on property within the geographical boundaries of the customer's public safety jurisdiction.
14. Application for E911 service must be executed in writing by each customer. If application for service is made by an agent, the Company must be provided in writing with satisfactory proof of appointment of the agent by the customer. A negotiated date will be agreed upon with the customer. Should the customer choose to delay the original cut date by more than three months and the system is available for cut, installation charges may be charged effective with the originally scheduled date. Further, the cut date will be renegotiated so as not to interrupt other scheduled cutovers. When an order for E911 Service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are cancelled in whole or in part, the customer is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed. At least one local law enforcement agency must be included among the participating agencies in any E911 offering.
15. Any terminal equipment used in connection with E911 Service, whether such equipment is provided by the Company or the customer, shall be configured so that it is unable to extract any information from the Data Management System other than information relating to a number identified through the ANI feature as the source of an in-progress 911 call and must comply with the guidelines for such equipment adopted by the Alabama Public Service Commission.

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**S14. EMERGENCY SERVICE**

S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

C. Rules and Regulations (Cont'd)

16. The customer must furnish the Company its agreement to the following terms and conditions.
  - a. That all E911 calls will be answered on a 24-hour day, seven-day week basis.
  - b. That the customer has responsibility for dispatching the appropriate emergency service vehicles within the E911 Service area, or will undertake to transfer all E911 calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
  - c. that the customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the E911 PSAP by calling parties.
  - d. that the customer will subscribe to local exchange service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.
  - e. that the customer will subscribe to, or provide, telephone equipment with a capacity adequate to handle the number of incoming E911 lines recommended by the Company to be installed.
17. When the Selective Routing feature is provided, the customer is responsible for identifying primary and secondary PSAP locations as well as the unique combinations of police, fire and emergency medical agencies or any other appropriate agencies responsible for providing emergency service in the E911 serving area. An Emergency Service Number (ESN) will be provided for each unique combination by the Company. The customer will associate these ESNs with street address ranges or other mutually agreed upon routing criteria in the E911 serving area. These ESNs will be carried in the Data Management System (DMS) to permit routing of E911 calls to the primary and secondary PSAPs responsible for

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S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

C. Rules and Regulations (Cont'd)

17. (Cont'd)

handling of calls from each telephone in the E911 serving area. The Company may assist the customer through the provision of information from its records concerning the names, telephone numbers and service addresses of subscribers within the customer's E911 serving area. The following terms define the customer's responsibility in providing information to the Company.

- a. Initial and subsequent ESN assignments by street name, address range and area or other mutually agreed upon routing criteria shall be furnished by the customer to the Company prior to the effective date of service.
- b. After establishment of service, it is the customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP.
- c. The Company will provide to the customer on request a complete written copy of the master address file to permit the customer to verify the accuracy of the police, fire, and emergency medical PSAP routing designations.
- d. Changes, deletions and additions which the customer desires to have made in the master address file should be submitted on an "as occurred" basis.
- e. The Company will furnish a written copy of the transaction to the customer for verification showing each change, deletion and addition to the master address file.

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S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

C. Rules and Regulations (Cont'd)

18. Emergency Service Numbers (ESNs) are only available as part of the Selective Routing feature. Single and Multi-PSAP customers who desire to use ESNs for administrative purposes may do so as long as they subscribe to Selective Routing. Administrative ESNs can only be used to identify a unique set of responding agencies. For the purposes of this Tariff, a responding agency is defined as a municipality's police, fire, emergency medical service or other appropriate agency. ESNs will not be assigned to specific police precincts, fire stations, emergency medical zones, etc. ESNs will not be assigned to allow wireless pseudo-ANIs of multiple Emergency Communications Districts (ECDs) to be aggregated for auditing and billing purposes under a single ECD.
19. The customer is responsible for preparing a map with a complete list of road names and another map that identifies jurisdictional boundaries. This includes the naming and/or renumbering of streets and the assignment of numbers for previously unnumbered property. This information is then merged with Company records to form the initial Master Street Address Guide (MSAG). The customer is provided prints of the MSAG for verification and correction purposes at various intervals in the creation process.  
The Company may assist the customer through the provision of information from its records concerning the names, telephone numbers and service addresses of subscribers within the customer's serving area.
20. The following terms define the customer's responsibilities with respect to any information provided by the Company to the customer concerning the Company's subscribers and/or with respect to geographical information or maps:

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**S14. EMERGENCY SERVICE**

S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

C. Rules and Regulations (Cont'd)

20. (Cont'd)

- a. Such information shall be used by the customer solely for the purpose of aiding the customer in more accurately identifying, updating and/or verifying the addresses of subscribers within the customer's E911 serving areas in connection with the customer's provision of E911 services.
- b. Customer shall strictly limit access to the information to those authorized employees of the customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
- c. Customer shall use due care in providing for the security and confidentiality of the information.
- d. Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.
- e. As soon as customer has completed using the information for the purposes authorized in the Tariff or upon the request of the Company, customer shall return all information and all copies of information to the Company or certify that the information has been destroyed.

21. Each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party or person: (1) 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, and which arises out of the negligence or other wrongful act of the Company, the customer, its user agencies or municipalities or employees or agents of any one

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**S14. EMERGENCY SERVICE**

S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

C. Rules and Regulations (Cont'd)

21. (Cont'd)

of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing 911 service hereunder, or (3) arising out of any act or omission of the customer, in the course of using services provided pursuant to this Tariff.

D. Service Features

1. E911 Service is available in five service feature offerings.

a. Automatic Number Identification (ANI)

Charges are based on the total number of access lines served by the local switching offices equipped for ANI only.

b. Selective Routing (SR)

Charges are based on the total number of access lines served by the local switching offices equipped for SR only.

c. Automatic Number Identification and Selective Routing (ANI/SR)

Charges are based on the total number of access lines to which both ANI and SR applies.

d. Automatic Number Identification and Automatic Location Identification (ANI/ALI)

Charges are based on the total number of access lines served by the local switching office equipped for ANI and ALI but not SR.

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**S14. EMERGENCY SERVICE**

S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

D. Service Features (Cont'd)

1. (Cont'd)

- e. Automatic Number Identification, Automatic Location Identification and Selective Routing (ANI/ALI/SR)

Charges are based upon the total number of access lines to which ANI, ALI, and SR apply. When SR is introduced, different features may be applied to the SR subsets without being applied to the total access lines served by the local switching office. Thus, where two jurisdictions are served by a local switching office each jurisdiction may select a different feature combination as long as SR is one of the features.

2. The service feature offerings include provision of E911 Exchange Lines to all primary PSAPs and to secondary PSAPs that are equipped to display ANI information. The number of lines to a PSAP will be determined by the Company based upon anticipated call volumes. Secondary PSAPs that do not meet these specifications will receive calls on a transfer basis over the exchange network.
3. The following standard features are included with each of the service offerings:
- Forced Disconnect
  - Alternate Routing (Night Service)
  - Speed Calling
  - Central Office Transfer Arrangements
  - Default Routing

E. Rates and Charges

1. A Service Ordering Charge - premises visit not required will be applied on a per service order basis.
2. Messages
- a. The calling party is not charged for calls placed to the 911 number.

**S14. EMERGENCY SERVICE**

S14.1 ENHANCED UNIVERSAL EMERGENCY NUMBER SERVICE (E911) (Cont'd)

E. Rates and Charges (Cont'd)

2. (Cont'd)

b. Charges for toll messages transferred over exchange facilities from a PSAP are billed according to rates applicable from the central office serving the PSAP initiating the transfer to the point of termination of the transfer.

3. Service Features

a. Rounded to nearest 1000 access lines per service feature per Company (excluding WATS terminations). This count is based upon the number of access lines in service at the time service is established. The count will be adjusted annually for purposes of updating customer billing. For each Service Feature, where the count of access lines has been adjusted upward, only monthly recurring rates apply for each 1000 access lines so adjusted (after rounding).

(1) Per 1000 Access Lines Served

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	
Combined Automatic Number and Location Identification and Selective Routing	\$3,290.00	\$152.25	(I)
Local Identification Database Service	\$3,000.00	\$ 50.40	(I)

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GENERAL SUBSCRIBER SERVICES TARIFF  
Milry Telephone Company, Inc.

Section 15  
First Revised Sheet 1

(D)

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GENERAL SUBSCRIBER SERVICES TARIFF  
Milky Telephone Company, Inc.

Section 16  
First Revised Sheet 1

(D)

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**S25. GENERAL RULES AND REGULATIONS**

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## **S25. GENERAL RULES AND REGULATIONS**

### S25.1 APPLICATION OF REGULATIONS

- A. The regulations set forth herein apply to intrastate service and facilities furnished within the State of Alabama by Millry Telephone Company, hereinafter referred to as the Company, subject to the jurisdiction of the Alabama Public Service Commission. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.

### S25.2 USE OF SERVICE

A. Abuse of Fraudulent Use of Service

1. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:
  - a. the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for service;
  - b. rearrangement of, tampering with or connection of equipment to the facilities of the Company to obtain, to attempt to obtain or to assist others to obtain service without payment (in total or in part) of regular charges for the service;
  - c. false representation, scheme, trick or device whatsoever intended to avoid payment (in total or in part) of regular charges for the service;
  - d. the use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to harass another;
  - e. the use of profane or obscene language;
  - f. the use of the service in such manner as to interfere unreasonably with the use of the service by one or more other customers

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**S25. GENERAL RULES AND REGULATIONS**

S25.2 USE OF SERVICE (Cont'd)

A. Abuse of Fraudulent Use of Service (Cont'd)

1. (Cont'd)

g. the impersonation of another.

B. Use of Service for Unlawful Purposes

All service is provided subject to the condition that it will not be used for any unlawful purpose; nor may the Telephone Company operate outside the law or allow to be operated any service or facilities belonging to the subscriber or the Telephone Company which might be or could become a danger or hazard to the employees, property, or agents of the Telephone Company or the public in general. Any damages, injuries, or harm caused by the negligence of the subscriber shall be the responsibility of the subscriber, and in no case may the Telephone Company be held liable.

C. Use of Party Line Service

Not applicable to Millry Telephone Company.

D. Use of Customer Service

The service provided to the subscriber is exclusive and may not be used by another except for employees, agents or representatives of the subscriber, or members of the subscriber's domicile; nor may any subscriber charge or receive compensation from another for services or use of the facilities provided to that subscriber without the prior written approval of the Telephone Company.

E. Minimum Contract Period

1. Except as provided in this Tariff, the initial contract period will be one month.
2. For directory listings, both the initial and subsequent period will be coincident with the directory period.

**S25. GENERAL RULES AND REGULATIONS**

S25.2 USE OF SERVICE (Cont'd)

F. Termination of Service

1. Where the subscriber cancels an application for service prior to the start of installations of service and no costs have been incurred by the Company, no charge applies.
2. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, plus any costs incurred by the Company.
3. Installation for a subscriber 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.
4. When a subscriber cancels an order for service prior to the establishment of that service, a charge applies equal to the cost incurred by the Company in engineering, ordering and providing the equipment and disposing of it, less credits obtained through disposal and any service connection charges for work completed up to the receipt of such cancellation by the subscriber.
5. The Telephone Company may either suspend service or terminate the subscriber's contract without suspension of service, or following a suspension of service, sever the connection and cause any of its equipment to be removed from the subscriber's premises upon:
  - a. Abandonment of the service.
  - b. Failure of a customer to make suitable deposit required by the Telephone Company as authorized by this Tariff.
  - c. Non-payment of any sum due for exchange, toll, or other service.

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**S25. GENERAL RULES AND REGULATIONS**

S25.2 USE OF SERVICE (Cont'd)

F. Termination of Service (Cont'd)

5. (Cont'd)

d. Use of the service for any unlawful purpose.

e. Use of service in such a way as to impair or interfere with the service of other customers. Such improper use includes, but is not limited to, the making of nuisance calls and the use of telephone service by a customer, or with his permission, in connection with a plan or contrivance to secure a large volume of telephone calls to be directed to any customer at or about the same time, resulting in prevention, obstructing, or delaying the telephone service of others.

f. Any other violation of the Telephone Company's rules and regulations applying to subscribers' contracts or to the furnishing of service.

6. Equipment furnished by the Telephone Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear expected.

7. If telephone service is established and it is subsequently determined that the applicant is indebted to the Company for service previously furnished or the applicant established service for former subscribers of the Company or any other telephone company who are indebted for previous service, regardless of the listing for such service, the Company may suspend or disconnect the service until satisfactory arrangements have been made for the payment of the prior indebtedness.

8. When, at the request of a customer, service is temporarily suspended (fully or partially), a service ordering charge will apply at the time of suspension.

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**S25. GENERAL RULES AND REGULATIONS**

S25.2 USE OF SERVICE (Cont'd)

F. Termination of Service (Cont'd)

9. In case any unauthorized attachment or connection of customer-provided communications systems is made, the Company shall have the right to disconnect the same or to suspend service during the continuance of said attachment or connection or to terminate the service.

G. Resale of Service

The resale of any service provided by the Company is not permitted except as provided elsewhere in this Tariff or as specifically authorized by the Company.

H. Restoration of Service

1. When any subscriber's service has been suspended for non-payment of any sum due the Telephone Company, as set forth in this Tariff, the service will be restored upon payment of the amount due and applicable service charges. Monthly service charges will not be prorated by the Company while service is suspended; however, no additional recurring charges for regulated services will accrue past the current monthly billing period after the date of suspension.
2. The Telephone Company reserves the right to charge a deposit as outlined in the Alabama Public Service Commission Rules and Regulations before service will be restored.

I. Subscriber Complaints

1. Informal complaints against the Telephone Company shall be made first directly to the Telephone Company. If the complainant is not satisfied with the disposition of the complaint, the subscriber or authorized representative then may file a complaint with the Commission.
2. A formal complaint or protest shall be in writing and submitted to the Telephone Company and the Commission.

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**S25. GENERAL RULES AND REGULATIONS**

S25.2 USE OF SERVICE (Cont'd)

J. Alabama Relay Center Restrictions

1. The following calls may not be placed through the Alabama Relay Center:
  - Calls to 976, 900 or 700 numbers.
  - Calls to time or weather recorded messages.
  - Calls to other informational recordings.
  - Station sent paid calls from coin telephones.
  - Operator handled conference service and other teleconference calls.
  - All calls billed to cards (i.e. credit cards and calling cards) other than those issued by AT&T or the LECs.
2. The Company will not transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company, except where the Company transmits messages for Telecommunications Devices for the Deaf (TDD).
3. Where the Company transmits messages through the Alabama Relay Center, the Company shall not be liable for errors in translating, transmitting, receiving or delivering messages by telephone, TDD or any other instrumentality over the facilities of the Company, connecting utilities or through the Alabama Relay Center, in the absence of gross negligence or willful misconduct.

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**S25. GENERAL RULES AND REGULATIONS**

S25.3 ESTABLISHMENT AND FURNISHING OF SERVICE

A. Application for Service

1. Applications for initial telephone service must be made and executed by the applicant or an authorized agent, on the Company's standard application form and submitted by the applicant at the Company's local business office. The Company may accept written or verbal orders for additional service when, in its judgment, such procedure is warranted.
2. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company or any other telephone company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company or any other telephone company who are indebted for previous service, regardless of the listing request for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
3. The Company may refuse to furnish or may deny telephone service to any person, firm or corporation on whose premises is located telephone facilities which show evidence of tampering, manipulating, or use of any device whatsoever, for the purpose of obtaining service without payment of the charges.

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**S25. GENERAL RULES AND REGULATIONS**

S25.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

A. Application for Service (Cont'd)

4. When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are canceled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
5. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay.
6. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service, or requests additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses which would have been incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.

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**S25. GENERAL RULES AND REGULATIONS**

S25.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

B. Application of Business Rates

1. Business or residence classification of subscriber service is determined by the use made of the service. Service is classified as business service and business rates apply where the use is primarily of a business, professional, institutional, or otherwise occupational nature, or where the service or any part thereof is furnished at a business location, except as specified elsewhere in the Tariff. Where the telephone number is used in connection with business, professional, institutional, or occupational advertising or other promotional media, business rates will apply, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number. Telephone service furnished to schools, lodges, churches and clubs shall be charged at the business telephone rate.
2. Business rates apply at residence locations when the subscriber has no regular business telephone and the use of the service either by himself, members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature, which fact might be indicated by advertising either by business cards, newspapers, handbills, billboards, circulars, motion pictures, or other advertising matter, such as on vehicles, etc. When such business use is not such as commonly arises and passes over the residence telephone during the intervals when, in compliance with the law or established custom, business places are ordinarily closed, then residential rates shall apply.
3. Business rates apply at:
  - a. Residence locations, when a station or extension bell is located in a shop, office, or other place of business.

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**S25. GENERAL RULES AND REGULATIONS**

S25.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

B. Application of Business Rates (Cont'd)

3. (Cont'd)

b. Residence locations where the place of residence is adjacent to a place of business and is connected thereto, and it is not evident that the telephone located in the residence is to be employed primarily for domestic use.

c. Residence locations where an extension station or extension bell is located in any place where business rates would apply under the provisions of this Tariff.

d. At any location where business designation is provided or when any title indicating a trade or profession is listed, except as modified under "Residence Rates" in this Tariff.

4. Business rates apply at offices, stores, factories, institutions, and at all other places usually recognized as being of a strictly business nature.

5. Business rates also apply at all other locations where the subscriber's primary use of the service is for business purposes, or is advertised for business purposes.

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**S25. GENERAL RULES AND REGULATIONS**

S25.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

C. Application of Residence Rates

1. Residence rates apply at the following:
  - a. At private residences where business listings are not employed.
  - b. At private apartments in hotels and boarding houses where the service is confined to the domestic use of the subscriber and business listings are not employed.
  - c. At the residence of a clergyman, physician, nurse, mid-wife, dentist, veterinary surgeon or other medical practitioner, provided the telephone is not located in that portion of the subscriber's residence which is used as an office, and provided no business designation is employed. Abbreviated titles such as "Dr.", "Professor", "Rev.", are not considered business designations.
  - d. In a private stable or garage when strictly a part of the subscriber's domestic establishment.
  - e. In a college fraternity where members of the fraternity maintain residence.

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**S25. GENERAL RULES AND REGULATIONS**

S25.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

D. Advance Payments

1. Applicants for telephone service are required to make, prior to the installation of the service, an advance payment in the amount of any non-recurring charges to initiate service, plus the estimated recurring monthly charges for one (1) month of Services billed in advance. In its discretion, the Telephone Company may provide the service applied for prior to receipt of the advance payment. Such action shall not be construed as a waiver of any rights to require such advance payments for other service for the applicant or other applicants.

E. Customer Billing

1. The Telephone Company will endeavor to mail its bills for telephone service on or before the same date each month.
2. The customer is responsible for prompt payment monthly of all charges for facilities and services furnished to the customer. This will include charges for all calls originated by the customer or accepted by him as "collect," "third number," "calling card," or "special billed" calls. Charges are payable at the Telephone Company's business offices or at any agency authorized to receive such payments. If verbal or written objection is not received by the Telephone Company within ten business days after the bill is presented, the account shall be deemed correct and binding upon the subscriber.
3. Recurring charges shall be billed monthly in advance. Nonrecurring and toll charges shall be assessed at the time such service is provided and billed as a part of the next regular monthly bill. Special billing may be made by the Telephone Company to any subscriber where the total amount due the Telephone Company becomes unusually high without valid reason, or when the subscriber cancels service.

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**S25. GENERAL RULES AND REGULATIONS**

S25.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

E. Customer Billing (Cont'd)

4. A late payment charge of 1½ percent applies to each subscriber's bill (including amounts billed in accordance with the Company's Billing and Collections Services) when any undisputed portion of a previous month's bill has not been paid in full by the subsequent billing date. The 1½ percent charge is applied to the total amount carried forward and is included in the total amount due on the subscriber's current bill.
5. A delinquent account will subject the customer's service to temporary or permanent disconnection, pursuant to the provisions of this Tariff.
6. All billings presented for payment by the Telephone Company will show the type of service rendered, the related charges, and the total bill for such service.
7. For local service outages properly reported by the subscriber and for which the subscriber is not at fault, an adjustment to the regular monthly service charge is allowed at the subscriber's request as follows:
  - a. No allowance is given for a service outage whose duration is less than forty-eight (48) hours after receipt of the outage notice from the subscriber. For outages greater than forty-eight (48) hours, an allowance equal to 1/30 of the regular monthly recurring charges shall be made for each 48 hours service remains unusable; except that the total allowance may not exceed the regular monthly recurring charges for service.
  - b. Refunds will be computed by the Telephone Company or the subscriber may request a refund specifying the outage period, date and time of restoration. The Telephone Company will, upon verification, make appropriate adjustments in its next regular billing.

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**S25. GENERAL RULES AND REGULATIONS**

S25.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

E. Customer Billing (Cont'd)

8. When a bona fide dispute exists as to any aspect of the bill between the customer and the Telephone Company in attempting to arrive at an amiable settlement, the customer will be given the name and address of the Alabama Public Service Commission. A toll free number for the Commission is located in the front of the telephone directory. The customer will also be advised that he may request intervention of that body in the dispute. If the customer does file a complaint with the Commission, all action to disconnect his service will be withheld until the dispute can be adjudicated by the Commission.
9. Charges for company services offered under this Tariff are covered in other portions of the Tariff and consist of nonrecurring charges for installation and certain administrative expenses; monthly recurring charges for line services and supplemental equipment; and charges for use of public pay station service. Toll access charges are set in accordance with rules and regulations of the Federal Communications Commission and the state commission.

F. Telephone Numbers

1. The customer has no property right to the telephone number nor any right to continuance of service through any particular central office.
2. The Company reserves the right to change the customer's telephone number or the central office associated with such number, or both, as may be required for the proper conduct of its business.

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GENERAL SUBSCRIBER SERVICES TARIFF

Millry Telephone Company, Inc.

Section 25  
Original Sheet 15

**S25. GENERAL RULES AND REGULATIONS**

S25.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

G. Alterations

The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him necessitate changes in the Company's equipment; and the customer agrees to pay the Company's current charges for such changes.

H. Special Construction

1. Private property

The customer will provide the Company without charge written permission for the placing of the Company's facilities on the property.

2. Underground

Conduit used for Telephone Company facilities may not be used for any other purpose without the consent of the Company. The distance between the conduit and any Electric Light or Power Conduit or Conductor shall be in accordance with the Company's specifications and the National Electrical Safety Code. The customer shall be required to pay the entire cost of maintenance of conduit including subsequent excavations and replacements necessary because of damage resulting from negligence on the part of the customer or his representatives or from freezing or improper drainage.

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**S25. GENERAL RULES AND REGULATIONS**

S25.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

I. Transfer of Service Between Subscribers

1. When a change of occupancy or legal responsibility takes place on any premise served by the Telephone Company, notice shall be given within a reasonable time prior to such change. The outgoing subscriber is responsible for all service charges, including toll, until such notice has been properly transmitted, received and processed by the Telephone Company. If the incoming subscriber desires to continue the existing service and keep the same telephone number of the previous subscriber, he must make timely application to do so and assumes full responsibility for all billings received, including toll, from the date of the change of occupancy. When the date of change of occupancy does not coincide with the billing cycle date of toll and other services, it is the responsibility of the involved customers to split the billing between themselves. No service under this section shall be provided for the incoming subscriber until all his prior indebtedness has been resolved to the satisfaction of the Telephone Company.
2. In the event a home or business changes ownership during the period and a special contract or unpaid construction charges remain, the present owner must arrange to satisfy the present agreement with the Telephone Company or make arrangements satisfactorily to the Telephone Company for a new owner to assume the obligation for the balance of the obligation.
3. All such notices shall be made in person or in writing. Telephone communications shall not be considered proper notice. The Telephone Company is not responsible for errors, delays or expense resulting from procedures other than those defined in this Tariff.
4. Continuance of existing service is conditioned upon the acceptance of the present arrangement of services, including directory advertising.

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Title: General Manager

**S25. GENERAL RULES AND REGULATIONS**

S25.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT

A. Establishment of Credit

1. Customer credit will be deemed established if:
  - a. The applicant for service furnishes a satisfactory guarantor to secure payment of bills for the service requested.
  - b. The applicant pays a cash deposit subject to proof that applicant is not indebted to the Company, in accordance with APSC Rule 12.
  - c. The applicant's Credit Bureau rating is satisfactory.
2. Customers are rated by the Company for credit purposes.
3. Original ratings are determined by the Company from information provided by various Credit Bureaus.
4. Monthly numerical ratings are recorded by the Company each month for each customer. The monthly rating reflects the customer's payment and treatment record for that month.

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**S25. GENERAL RULES AND REGULATIONS**

S25.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

B. Deposits

1. The Telephone Company may, subject to an Applicant's establishment of credit and in order to safeguard its interest, require the applicant or subscriber to make a suitable deposit to be held by the Telephone Company as security for payments due for service rendered.
2. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Telephone Company's regulations as to advance payments and the prompt payment of bills on presentation. Neither does it constitute a waiver or modification of the regular practice of the Telephone Company providing for discontinuance of service for nonpayment of any sums due the Telephone Company.
3. The amount of the initial required deposit shall not exceed the amount of any non-recurring charges to initiate service, plus the estimated recurring monthly charges for one (1) month of Services billed in advance. If, after ninety days service, the actual deposit is found to be greater than such amount, the Company will, upon request of the subscriber to the Company, promptly refund the difference.
4. The Company may require, upon reasonable written notice of not less than 15 days, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills. In the event the customer has had service less than ninety days, then the Company will base its additional deposit upon the actual average monthly billing available.

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**S25. GENERAL RULES AND REGULATIONS**

S25.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

B. Deposits (Cont'd)

5. Deposits shall be automatically refunded to the customer after twelve consecutive months of prompt payment. Prompt payment shall be construed to mean that a customer has not received two or more late payment notices within the preceding twelve month period.
6. Deposits held by the Telephone Company shall bear a simple interest at the rate of seven percent per annum accrued from the date the deposit is received. The interest shall be paid by credit to the subscriber's account, and such payments shall be made annually. No interest shall be paid on deposits held by the Telephone Company for a period less than one-half month.
7. The Telephone Company will maintain records indicating the names of customers having deposits on file, the premises occupied by a customer at the time deposit was placed, the date and amount of the deposit, and a record of all transactions concerning each customer deposit.
8. Receipts of deposit will be issued to each customer. These receipts contain the notice that, after ninety days' service, the subscriber is entitled to refund of any deposit over and above an amount equal to the amount of any non-recurring charges to initiate service, plus the estimated recurring monthly charges for one (1) month of Services billed in advance.
9. The amount of deposit, plus any interest applicable, may be refunded by the Telephone Company at any time, or if on deposit when the contract is terminated, the deposit plus any interest due will be applied to an indebtedness due the Telephone Company for telephone service charges under the contract. In the latter case, refund to the customer will be made no later than sixty days after service has been discontinued.

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**S25. GENERAL RULES AND REGULATIONS**

S25.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

- C. Discontinuance of Service for Failure to Maintain Credit
1. Under the Company's collection practices, the service of all subscribers is subject to suspension for non-payment of exchange or toll service, or both, after the bill has been declared delinquent; provided, however, that the Company shall first give the subscriber five days notice in writing of its intention to suspend service.
  2. After an initial disconnect notice, the Company is not required to give the customary five days suspension notice if a check or draft written for the payment of toll service or subscriber service is returned by the bank on which it is written because of insufficient funds, account closed, account garnished, signature not authorized or no account.
    - a. When a check or bank draft written to the Telephone Company is returned to the Company by the bank upon which the check or draft is written because of any reason listed above, the Telephone Company will charge a service charge of \$20.00 for re-depositing and reprocessing the subscriber's payment. The resultant service charge shall be billed to the customer on the Telephone Company's next regular billing period.
  3. Where the subscriber's right to credit is not established and where such subscriber makes extensive use of the toll lines, request for payment of toll charges may be made in advance of the above date and in advance of the regular billing date. Where the subscriber fails to pay such toll charges upon demand and it appears that the revenues of the Company are endangered, the station may be suspended from all service without further notice.

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**S25. GENERAL RULES AND REGULATIONS**

S25.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

D. Restoration Charge

1. In the event service is temporarily suspended for non-payment, such service will be restored upon payment of all charges due. Monthly service charges will not be prorated by the Company while service is suspended; however, no additional recurring charges for regulated services will accrue past the current monthly billing period after the date of suspension.
2. A Restoration Charge per central office line or trunk, will apply.
3. The Telephone Company reserves the right to charge a deposit as outlined in this Tariff before service will be restored.
4. Customers not reconnected within 30 calendar days from date of suspension will be treated as new customers and appropriate service charges and a new deposit will apply.

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**S25. GENERAL RULES AND REGULATIONS**

S25.4 ESTABLISHMENT AND MAINTENANCE OF CREDIT (Cont'd)

E. Adjustments for Local Taxing Authority Payments

1. Taxes which are levied on the Telephone Company for direct charge to the subscriber, such as sales and Federal excise taxes, shall be added to the subscriber's monthly billing as a surcharge.
2. In the event any taxing authority imposes, collects or receives from the Company any license, occupational, franchise, privilege, inspection or other similar tax or fee, or otherwise, whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits or other facilities, or otherwise, the amount of such tax or fee will be billed, insofar as practical, pro rata to the customers receiving exchange service within such county or territory of other local taxing authority.
3. In order to avoid changing such pro-rated charges to customers monthly, an annual determination of the per-customer proration shall be made at an appropriate date each year and that charge shall apply to all customers for the ensuing 12 months.
4. Nothing in this Tariff shall prohibit the billing to customers of the amount of the tax or fee imposed by any such taxing authority which is in effect at the time of the filing of this Tariff or of future payments to such taxing authority in the same or smaller amounts.

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**S25. GENERAL RULES AND REGULATIONS**

**S25.5 OBLIGATION AND LIABILITY OF THE COMPANY**

**A. Undertaking of the Company**

1. The Telephone Company does not transmit messages, but offers the use of its facilities for communications between patrons. If, because of transmission difficulties, the operation, or order to accommodate the subscriber, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstanding that may arise between subscribers because of the errors.
2. The Telephone Company shall make its services available to applicants, without discrimination and in accordance with applicable Federal, State and local laws and its approved tariffs, as a regulated public utility under the jurisdiction of the Alabama Public Service Commission.
3. A properly identified employee of the Telephone Company shall have access to the premises of a subscriber at all reasonable times for the purpose of conducting telephone business.
4. If, after a reasonable effort and proper notice on the part of the Telephone Company, access cannot be gained to the premises, the Telephone Company may discontinue service if there is a requirement to do so until such access can be gained.
5. If access cannot be gained to retrieve Company station equipment, the equipment charge will continue until such equipment is retrieved or the cost of the station equipment may be added to the subscriber's bill.

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**S25. GENERAL RULES AND REGULATIONS**

S25.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

A. Undertaking of the Company (Cont'd)

6. Priority of Service. The Company may not discriminate in regard to service provided for any customer. Normal service is provided in chronological order, however, during periods of public emergencies or when the full capacity of the Company services are not available, the Company will endeavor to provide whatever limited service possible and on a priority system based on a current analysis of the best interests of the public.

B. Provisioning of Equipment

1. All equipment necessary for the provision of a given service will be furnished by the Company or by the customer except as provided elsewhere in this Tariff. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer on his premises in suitable outlets when required.
2. No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company; whether physically, by induction, acoustically or other; except as provided in this Tariff or as otherwise authorized in writing by the Company. In case any such authorized attachment or connection is made, the Company shall have the right to remove or disconnect the same or to terminate the service.
3. The provisions of the preceding shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company, provided any such device so used does not:

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**S25. GENERAL RULES AND REGULATIONS**

S25.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

B. Provision of Equipment (Cont'd)

3. (Cont'd)

- a. endanger the safety of Company employees or the public;
- b. damage, require change in or alteration of, or involve direct electrical connection to, the equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff;
- c. interfere with the proper functioning of such equipment or facilities;
- d. impair the operation of the communication system;
- e. otherwise injure the public in its use of the Company's services.

4. Except as otherwise provided in this Tariff, nothing herein shall be construed to permit the use of a recording device or use of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

**S25. GENERAL RULES AND REGULATIONS**

S25.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

C. Furnishing of Service

Basic local exchange telephone service is available to the general public through the facilities owned and operated by the Telephone Company in accordance with this Tariff. The Company will also provide access to long distance telephone services as a part of basic service in accordance with the rates and terms provided under the Company's Price list.

D. Maintenance and Repair

The Telephone Company shall maintain all Telephone Company owned facilities which it furnished to the subscriber. Facilities no longer meeting acceptable standards will be repaired or replaced without charge to the customer, provided easement and rights-of-way, as required, have been furnished to the Telephone Company.

E. Liability

1. Company Liability.

- a. Due to the fact that the customer has exclusive control of his communications over facilities furnished him by the Company, and of the other uses of facilities furnished him by the Company, and because of inevitability of errors incident to the services and the use of such facilities of the Company, the services and facilities furnished by the Company are subject to terms, conditions and limitations as herein specified.

**S25. GENERAL RULES AND REGULATIONS**

S25.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

E. Liability (Cont'd)

1. Company Liability. (Cont'd)

b. The Company's liability for damages arising from an interruption to the service, which is not due to the negligence or willful act of the subscriber, or of the Company, in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall not exceed a pro rate adjustment of the fixed monthly charges for the service and facilities rendered useless and inoperative during the period of said interruption, providing the period of interruption is greater than 48 hours after being reported to, or discovered by the Company. Every month is considered to be thirty days.

c. The customer indemnifies and saves the Company harmless against claims for libel, slander or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with facilities of the Company, apparatus and systems of the customer; against all other claims arising out of any act or omission of the customer connection with facilities provided by the Company; and against any and all losses from damage to the customer's facilities or equipment attached or connected to facilities furnished by the Company.

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**S25. GENERAL RULES AND REGULATIONS**

S25.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

E. Liability (Cont'd)

1. Company Liability. (Cont'd)

d. No liability shall attach to the Company for damages alleged to have arisen from the use of the Company's service and equipment in explosive atmospheres. The Company may refuse to provide, maintain or restore service in such atmospheres or at outdoor or other locations, which in its judgment, are not suitable for the location of its service and facilities. When such protective equipment or special device, as may be available for use in such locations is subscribed for, the Company will provide such protective equipment upon the express condition that protection is not guaranteed and that no liability shall attach to the Company for any damage alleged to have arisen in connection with the use of such equipment.

2. Limits of Company Liability.

a. The Company will exercise all reasonable diligence to furnish and deliver regular and continuous telephone service to the subscriber but will not be liable for damages caused by interruption, shortages, irregularities or failures due to accidents, interference by third parties or conditions beyond the reasonable control of the Company.



**S25. GENERAL RULES AND REGULATIONS**

S25.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

E. Liability (Cont'd)

2. Limits of Company Liability. (Cont'd)

- b. When, in the judgment of the Company, the continued provision of telephone service becomes unsafe; or where Federal, State or local regulations place operational restrictions upon the Company because of unsafe or hazardous situations; or other unusual conditions including strikes or lockouts; service as provided for in this Tariff may be temporarily suspended by the Company. In so doing, the Company shall endeavor to minimize such suspension. However, the Company assumes no liability for the inconvenience or damages suffered by the customer during such periods.
- c. The Company reserves the right to temporarily suspend service when repair, modification or improvement to the system is necessary. If not precluded by emergency conditions, the Company will make a reasonable effort to give notice to the customer either through the use of public media or individual communication. Repairs or improvements will be completed expeditiously and so far as it is reasonably possible, the work will be performed at a time that will cause the least inconvenience to the customer.
- d. The Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's instruments, apparatus and associated wiring thereon, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company.

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**S25. GENERAL RULES AND REGULATIONS**

S25.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

E. Liability (Cont'd)

2. Limits of Company Liability. (Cont'd)

e. The subscriber's facilities and equipment shall conform to all applicable laws, regulations, or ordinances as may be effective, and the conditions of this Tariff. The Telephone Company does not express, imply or warrant the adequacy, safety or other characteristics of subscriber-owned or operated equipment by virtue of any inspection or rejection of facilities. The Company shall not be held liable in any way for subscriber-owned and maintained equipment which causes or may cause a hazardous, unsafe or dangerous conditions, or threatens the health of others, even though such facilities were inspected by the Company.

3. Limited Facilities.

The rights to line extension facilities constructed at cost for a subscriber shall terminate and such facilities may be immediately available for other service requirements:

a. Upon discontinuance of service.

b. Upon exceeding ten (10) or more days of temporary disconnect for non-payment.

4. Availability of Facilities. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary pole lines, circuits and equipment.

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**S25. GENERAL RULES AND REGULATIONS**

S25.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

E. Liability (Cont'd)

5. Use of Facilities of Other Connecting Carriers. When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's 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.
6. Service at Outdoor Locations. The Company will refuse to provide, maintain or restore service at outdoor locations unless customer agrees in writing to indemnify and save harmless the Company from and against any and all loss or damage that may result to telephones, apparatus, wiring or other equipment furnished by the Company at such locations.
7. Period for the Presentation of Claims. The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.
8. Performance of the Telecommunications Network. Satisfactory Performance of the Telecommunications Network requires continuing functional compatibility of the network control signals and the switching equipment involved. To assure each continuing compatibility, network control signaling in the furnishing of Exchange Telecommunications Service shall be performed by equipment furnished, installed and maintained by the Company or by the customer.
9. The Company shall not be responsible for the subscriber's conformance to any applicable laws, regulations or ordinances, or for any harm caused by the subscriber's neglect.

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**S25. GENERAL RULES AND REGULATIONS**

S25.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

E. Liability (Cont'd)

10. Protection of Company Facilities.

- a. All facilities of the Company, including telephone numbers and directories, provided and necessary for service to the subscriber, are the property of the Company and may be removed or changed by the Company at any time if there is a requirement to do so; or upon the termination of an agreement for its maintenance; or discontinuance of service. The subscriber has no proprietary right to telephone numbers and the Company may alter or change telephone numbers and other designations which, at its sole discretion, may be required to meet service demands. The subscriber is responsible for the safekeeping of all property of the Company on its premises and shall take all reasonable precautions against unlawful interference with such facilities. The subscriber may not connect to, interfere with or alter the facilities used in connection with telephone service or permit connection to, interference with, or alteration by any persons other than as outlines in this Tariff. The subscriber shall be responsible for any damages to Company property caused by or permitted directly or indirectly by the subscriber or his agent.
- b. Unauthorized attachments to facilities provided to the subscriber may be removed by the Company without notice. Where it can be reasonably determined that the subscriber intended to defraud or avoid payment to the Company, complete telephone service may be revoked and the subscriber may be held liable for back charges to the original installation of the unauthorized devices, as though the Company had installed the service.

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**S25. GENERAL RULES AND REGULATIONS**

S25.5 OBLIGATION AND LIABILITY OF THE COMPANY (Cont'd)

F. Directories

1. The Company provides the subscriber with one copy of the telephone directory for each access line at no charge. Additional directories may be purchased upon request, subject to availability at the rate specified in the National Directory price list.
2. Telephone directories are furnished subscribers to help in using the service, and remain the property of the Telephone Company and may be collected when new directories are issued, or when service is terminated.
3. Directory Errors and Omissions.
  - a. The Company's liability for damages arising from errors in or omissions of listings in its directories or directory assistance records for which no additional charge is made shall be limited to direct damages, which shall not exceed the greater of total charges applicable to the service for one year.
  - b. The Company may discharge its liability for errors or omissions by abatement or refund, or by a combination of abatement and refund.

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**S25. GENERAL RULES AND REGULATIONS**

**S25.6 LIMITATIONS AND USE OF SERVICE**

**A. Network Facilities for use with Automatic Dialing and Announcing Devices.**

1. Automatic Announcing Equipment. Use of the Telephone Company facilities, or service, in connection with automatic announcement service, automatic answering and recording service, recorder-coupler service, or miscellaneous devices for recorded public announcements are subject to the following conditions:

a. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which those responsible for the transmitted recorded announcement may be contacted.

b. Subscribers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.

2. Voice Recording Equipment. Voice recording equipment must contain a device which produces a distinctive tone at intervals of approximately fifteen seconds when the recording equipment is in use.

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**S25. GENERAL RULES AND REGULATIONS**

S25.7 OBLIGATION OF THE SUBSCRIBERS

A. General

1. Subscribers of the Company shall be responsible for the prompt payment for all services rendered by the Company. Failure to receive a bill for any given period of time will not relieve the subscriber of his financial obligation. Payments may only be made directly to the Company business office, in person or by mail in accordance with the Tariff rate section contained herein.
2. Only properly appointed and identified employees of the Company located at the business office where bills are paid, the President, or its special agent acting to collect past due accounts are authorized to receive subscriber payments. No maintenance personnel or other employee of the Company may represent themselves as authorized recipients of payments for any telecommunication services provided. Any subscriber who believes that an employee of the Company has collected or attempted to collect payments or any sums of money outside the proper channels provided herein, shall bring such information to the attention of the Company at once.
3. In no case shall a subscriber be required to pay any sum to any employee of the Company or to anyone alleging to be agents of the Company except as provided herein. Any subscriber who makes such unauthorized payments may still be obligated to pay the Company if the Company is unable to recover all or part of such sums takes by unauthorized persons.
4. The subscriber may not replace, rearrange, connect to, or attempt to repair any Company-owned equipment installed or placed on his premises, or apparatus connected to such equipment, without written consent of the Company. In the event a subscriber tampers with any service or Company-owned facilities, the Company shall have the right to immediately discontinue service without notice. Damages arising or associated with such actions shall be the liability of the subscriber.

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**S25. GENERAL RULES AND REGULATIONS**

S25.7 OBLIGATION OF THE SUBSCRIBERS (Cont'd)

A. General (Cont'd)

5. The subscriber is responsible for damages to the facilities of the Company caused by negligent or willful acts of the subscriber or his authorized agents and users, including the reimbursement to the Company for any losses through theft, fire, or vandalism occurring as a result of such neglect.
6. The subscriber is responsible to maintain clean, safe, and hazard free working conditions, environment and equipment for the employees, equipment and agents of the Company. In no case is the Company required to work in an unsafe and hazardous condition, or to place in jeopardy or possible harm its personnel or facilities.
7. The subscriber is responsible for all installation, operation, maintenance and compliance to all laws, rules and regulations for equipment and facilities provided by the subscriber for interconnection with the Company's facilities in accordance with the rules governing customer owned and maintained equipment. Any damage or harm caused by subscriber actions or failure to act on the subscriber side of the point of interconnection shall in no way be a liability of the Company.

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**S26. DEFINITIONS**

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**S26. DEFINITIONS**

**ACCESS LINE:** The Telephone Company line from the central office switching point up to and including the termination of the customer's premises in either a protector or other point of demarcation.

**ACCESSORIES:** Devices attached to, or used with, the facilities furnished by the Telephone Company and which are independent of, and not electrically, acoustically or inductively connected to the communication path of the telephone system.

**ACTUAL COSTS:** The cost of materials, labor and necessary overhead actually incurred by the Telephone Company to complete a particular project or task.

**ADDITIONAL LINE:** A circuit connecting a station with another station.

**AIRLINE MILEAGE:** The shortest distance between the points involved.

**ALABAMA RELAY CENTER:** The Alabama Relay Center permits hearing and speech impaired users of Telecommunications Devices for the Deaf (TDD) to communicate with users of ordinary telephones. Communications take place by relaying conversations (voice to TDD and TDD to voice). These calls are between one party who must communicate by means of a TDD and another who communicates by means of an ordinary telephone. Messages are rated from the rate center of the calling party to the rate center of the called party.

**APPLICANT:** An individual, firm, corporation, partnership, institution, association or organization whether public or private, applying for or requesting provision of telecommunications service in accordance with this Tariff.

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**S26. DEFINITIONS**

**AUXILIARY LINE:** An additional and independent telecommunication channel from the central office to the same premises as the main line and associated therewith.

**BASE RATE:** A schedule rate for any form of exchange service which does not include mileage charges.

**BASE RATE AREA:** The developed sections which are a part of or contiguous to the community in which the exchange is located as set forth in the telephone utility's tariffs and within which specified area local exchange service is furnished at uniform rates without mileage or zone rate charges.

**BILL TO THIRD PARTY:** Denotes a billing arrangement by which a long distance call may be charged to an authorized station as determined by the Company other than the station originating the call or the station where the call is terminated. Calls through the Alabama Relay Center may be billed only to a third number within Alabama.

**BUILDING:** A structure under one roof, or two or more structures under separate roofs but connected by an enclosed passageway through which wires may be safely run.

**BUSINESS OFFICE:** The office of the Telephone Company which handles subscriber billing collections and public requests for service.

**BUSINESS SERVICE:** Company service provided to firms, corporations, agencies, partnerships, associations and other institutions, public or private, whose basic concern is the conduct of business, or the fulfillment of a public responsibility, and normally engaged in acts of commerce. One indication of commercial service is the reference to a user's phone number in public advertising of a business nature.

**CALL:** An attempted or completed communication.

**CENTRAL OFFICE:** The location of the Telephone Company's switching equipment and where an individual telephone station may be switched and connected to another.

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**S26. DEFINITIONS**

**CENTRAL OFFICE EQUIPMENT:** Switching, transmission and power equipment located within a central office for the purpose of connecting local, EAS and toll calls.

**CENTRAL OFFICE LINE:** A circuit directly connecting an individual line or party line with a central office.

**CENTRAL OFFICE WORK CHARGE:** The charge for work associated with the central office applicable for functions required within the central office.

**CHANGE:** Revisions in telephone service, lines or equipment subsequent to the establishment of such services, lines or equipment, and also to rearrangements of outside or inside wiring (including house cable which does not involve moves, at the customer's request).

**CHANNEL:** A path for communication between two or more stations or Telephone Company offices, furnished in such a manner as the Telephone Company may elect, whether by wire, radio or a combination thereof.

**CLASS OF SERVICE:** A description of telecommunications service furnished a subscriber which denotes such characteristics as nature of use (Business or Residence). Classes of service may be sub-divided in "grades", such as individual line or party line.

**COMMISSION:** Alabama Public Service Commission.

**COMMUNICATIONS SYSTEM:** Channels and other facilities which are capable, when not connected to exchange telecommunications service, of two-way communications between customer-provided terminal equipment or deregulated Company provided stations.

**COMPANY:** Wherever used in this Tariff, refers to Millry Telephone Company, unless the context clearly indicates otherwise.

**CONNECTING ARRANGEMENTS:** The equipment provided by the Telephone Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Telephone Company.

Issue Date: May 25, 2007

Effective Date: May 29, 2007  
Docket No.:

Issued by: Bobby Williams  
Title: General Manager

**S26. DEFINITIONS**

**CONNECTING COMPANY:** A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

**CONSTRUCTION CHARGE:** A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the service order schedule.

**CONTIGUOUS PROPERTY:** The land, including any building or buildings thereon, occupied or used in the conduct of one establishment or business, throughout which there is general access without the necessity of crossing land used publicly or privately by others. Contiguous property has a single mailing address.

**CONTINUOUS PROPERTY:** The plot of ground, together with any buildings thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others. Where a customer occupies property on both sides of a street, alley, highway, body of water, railroad right-of-way, etc., and the properties would otherwise be continuous, such properties are treated as continuous property provided local wire or cable facilities are used and the customer furnished all local distribution pole line facilities or underground conduit required in connection therewith.

**CONNECTING TERMINAL:** The connecting point between the Telephone Company's exchange plant and the equipment located on the customer's premises.

**CONSTRUCTION:** All activities required by the Telephone Company in order to initiate, rearrange, discontinue or otherwise provide or modify service or facilities provided to the subscriber.

**COST:** The cost of labor and materials, which includes appropriate amounts to cover the Company's general operating and administrative expenses.

Issue Date: May 25, 2007

Effective Date: May 29, 2007

Docket No.:

Issued by: Bobby Williams  
Title: General Manager

**S26. DEFINITIONS**

**CUSTOM CALLING:** Special calling features such as call waiting, call forwarding, three-way calling and speed calling. Available only in areas equipped with special equipment at the central office.

**CUSTOMER:** The person, firm or corporation responsible for the payment of charges and compliance with the regulations of the Telephone Company. May be different from the user. (See User.)

**CUSTOMER PREMISE EQUIPMENT (CPE):** Any terminal equipment located at customer premises which is used for telecommunications.

**DATE OF PRESENTATION:** The date upon which a bill or notice is mailed. In case of a hand delivered special bill or notice, the date of presentation is the date delivered.

**DEMARCATIION POINT:** The point of physical interconnection between the telephone network and the customer premises wiring. This is part of the telephone network and maintained by the Telephone Company.

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**DIRECTORY LISTINGS:** Information contained in the Telephone Company-owned telephone directory or directory assistance records, where telephone users may obtain the telephone number of listed subscriber stations.

**S26. DEFINITIONS**

**DISCONNECT:** Discontinuance of telephone service made at the request of the subscriber or at option of the Telephone Company for nonpayment of service or other valid reasons; the facilities so disconnected by the Telephone Company may be made immediately available for use by another subscriber.

**DROP WIRES:** Wires between the distribution wire or cable terminal and the point of entrance to the building in which the subscriber's telephone service is located.

**DUAL NAME LISTING:** Provided for customers subscribing to residence service who share the same surname and reside at the same address, and for a person known by two first names.

**EMERGENCY:** A situation or condition, as determined by the Telephone Company, which demands immediate attention and requires substantial change from the normal conduct of utility business and which left unattended could seriously threaten the public safety.

**EXCHANGE:** The areas authorized by the Commission for the administration of communication service by the Company.

**EXCHANGE ACCESS SERVICE:** An unlimited local exchange service which allows users not located in the Telephone Company serving area to access the public switched network of the Telephone Company.

**EXCHANGE AREAS:** The territory served by an exchange as specified in the Subscriber Services Tariff.

**EXCHANGE MESSAGE:** A completed telephone call or telephonic communication between exchange stations in the same local service area.

**EXCHANGE SERVICE:** The service of furnishing access to Company facilities for telephone communications within a local service area in accordance with the regulations and for the rates and charges specified in the Subscriber Services Tariff.

**EXISTING CUSTOMER:** Reference to existing customer means customer as of the date of this Tariff.

Issue Date: May 25, 2007

Effective Date: May 29, 2007

Docket No.:

Issued by: Bobby Williams

Title: General Manager

**S26. DEFINITIONS**

EXTENDED AREA SERVICE: A telephone service providing for calls between two exchanges without applying message toll charges.

FACILITIES: All property and means owned, operated, leased, licensed, used, furnished, or supplied for, by or in connection with the rendition of telephone service.

FOREIGN ATTACHMENT: Lines, instruments, appliances, or apparatus not owned or furnished by the Company.

FOREIGN CENTRAL OFFICE: Any central office other than that which serves the area in which the customer is located.

GRADE OF SERVICE: Refers to the number of parties served on a telephone line, such as one-party, two-party, multi-party, etc.

GRANDFATHERED SERVICE: Service no longer offered to new subscribers. Existing subscribers may continue service until moves or changes of service occur.

INDIVIDUAL LINE SERVICE (or ONE PARTY SERVICE): A grade of exchange service by means of a central office line arranged to serve one subscriber telephone number only.

Issue Date: May 25, 2007

Effective Date: May 29, 2007

Docket No.:

Issued by: Bobby Williams  
Title: General Manager



**S26. DEFINITIONS**

INITIAL SERVICE PERIOD: The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

INTEREXCHANGE CHANNEL: That portion of a channel which connects stations in two or more exchanges.

INSIDE WIRING: The wire and incidentals installed on the subscriber's premises to connect the communication devices with the connecting terminal.

INSTALLATION: Any activity required by the Telephone Company in order to initiate, rearrange, delete or otherwise provide or modify service or facilities for use by the general public.

INSTALLATION CHARGES: An initial, nonrecurring charge made under certain conditions to cover all or a portion of the cost of installation of telephone service. The payment of an installation charge gives the subscriber no ownership wholly or in part to the property installed.

INTERCONNECTIONS: A term used to indicate the connection of customer-provided communicating device with the facilities owned by the Telephone Company.

INTERFACE: That point on the premises of the subscriber at which facilities owned by others is connected to Telephone Company facilities.

**S26. DEFINITIONS**

LINE EXTENSION: The outside plant required in addition to existing facilities to render telephone service, exclusive of instruments.

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LOCAL ACCESS AND TRANSPORT AREA (LATA): Geographic area established for the purpose of defining the territory within which a Bell Operating Company may offer its telecommunications services.

LOCAL CALLING AREA: The areas within which telecommunications service is furnished subscribers under a specific schedule of exchange rates and without toll charges. A local calling area may include one or more exchange service areas, or portions of exchange service areas.

LOCAL CHANNEL: That portion of a channel which connects a station to an interexchanging channel or a channel connecting two or more stations within an exchange area.

LOCAL MESSAGE: A completed call or telephonic communication between a calling station and any other exchange station within the local service area of the calling station.

Issue Date: April 12, 2012

Effective Date: April 1, 2012  
Docket No.:

Issued by: Bobby Williams  
Title: General Manager

**S26. DEFINITIONS**

LOCAL SERVICE AREA: The area within which telephone service is furnished customers under a specific schedule of exchange rates and without toll charges. A local service area may include one or more exchange areas.

LOCAL TELEPHONE SERVICE: Service available within the Telephone Company service area for communication between subscribers located within that Telephone Company service area only.

MESSAGE: A completed subscriber telephone call.

MESSAGE UNIT: A unit charge established for calls within the local service area as provided in the Subscriber Services Tariff.

MINIMUM CONTRACT PERIOD: The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

MISCELLANEOUS SERVICE: Service not regularly furnished with the various classes of exchange service.

Issue Date: May 25, 2007

Effective Date: May 29, 2007

Docket No.:

Issued by: Bobby Williams  
Title: General Manager

**S26. DEFINITIONS**

**MOVE:** A transfer of telephone service from one location to another on the same premise where there is no interruption of service other than is incident to the work involved. Transfers of telephone service from one premise to another, or from location to another on the same premise involving a break in the continuity of service and resulting in cessation of local service charges but not considered as moved but as new service and service charges that may be applicable.

**MOVE OR CHANGE CHARGE:** Initial nonrecurring charges made for a change of location or type of equipment on the same premises made at the subscriber's request where there is no interruption of service other than incident to the work involved and which is not initiated by the Telephone Company or required for the proper maintenance of the equipment or service.

**NETWORK CONTROL SIGNALING UNIT:** The terminal equipment furnished, installed, and maintained by the Company for the provision of network control signaling.

**NETWORK INTERFACE DEVICE (NID):** A standard FCC Registration Program jack or equivalent that is installed by the Telephone Company as part of the network access line on a customer's premises at a location determined by the Company which is accessible to the customer and consistent with FCC Registration regulations governing the location of the network interface. The network interface is located on the customer's premises and serves as the point of connection for all premises services to the telecommunications network.

**NETWORK TERMINATING WIRE:** Wire installed for network service for a specific customer and used to connect the intrabuilding network cable or the outside plant distribution facilities to the Network Interface.

**NEW SUBSCRIBER:** Applicants having no basic monthly service or those subscribers changing service premises.

Issue Date: May 25, 2007

Effective Date: May 29, 2007  
Docket No.:

Issued by: Bobby Williams  
Title: General Manager

**S26. DEFINITIONS**

**NORMAL WORKING SITUATION:** Those situations which can be reasonably anticipated by the Telephone Company, planned for in advance and handled as a part of the usual day-to-day operations, without requiring substantial deviation from standard operating practices.

**PERMANENT DISCONNECTS:** Termination of Telephone Company service where the intent is not to reconnect the service in the foreseeable future. Facilities related to such disconnections of service become immediately available to the Telephone Company to satisfy other service requirements.

**PREMISES:** The building, portion or portion of a building on continuous property used and/or occupied at one time by the customer in the conduct of his business or as a residence. Where floor space adjoining building is made continuous at one or more floor levels, all floor space in both buildings is considered the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

Issue Date: May 25, 2007

Effective Date: May 29, 2007

Docket No.:

Issued by: Bobby Williams  
Title: General Manager

**S26. DEFINITIONS**

**PREMISE VISIT CHARGE:** Charges incurred when it is necessary for the Company to visit the subscriber's service location.

**PREMISES WIRE:** All wiring within the same building or between buildings on the same continuous property of a customer and located on the customer's side of the network interface. In the absence of a network interface, all wiring on the customer's side of the first point of connection at a customer's premise.

**REGRADE:** A change in the classification of service.

**RESIDENTIAL TELEPHONE SERVICE:** Service furnished to a home, personal quarters or abode used only for residential or domestic purposes and from which business is not normally conducted. Residential service does not include multi-family apartments or hotels where a landlord or manager is responsible for payment to the Telephone Company.

**RESTORATION CHARGE:** A charge applying to restore service following a temporary suspension of such service for nonpayment of charges.

**ROUTE MILEAGE:** The distance measured along the route of the circuit between any two or more given points on that circuit.

**SERVICE CHARGE:** A nonrecurring charge applying to the establishment of telephone service for a subscriber and subsequent alterations to that service.

Issue Date: May 25, 2007

Effective Date: May 29, 2007  
Docket No.:

Issued by: Bobby Williams  
Title: General Manager

**S26. DEFINITIONS**

**SERVICE CONNECTIONS:** The establishment of telephone service, lines or equipment for a customer, and transfers of telephone service, lines or equipment from one premises to another or noncontiguous property subsequent to the establishment of such service lines or equipment for a customer.

**SERVICE ORDER CHARGE:** A charge made to offset the cost of establishing or changing a subscriber service.

**SERVICE POINT:** Used in connection with customer-owned communications, the point on the customer's premises where customer-provided equipment connects with the facilities of the Telephone Company.

**STATION:** Each telecommunications instrument location on the premises of a subscriber or authorized user and connected for his benefit.

**SUBSCRIBER:** See "Customer".

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**TARIFF:** The entire embodiment of the rules, regulations, definitions and charges under which service is provided within the service area of the Telephone Company. This Tariff is a contract between the Telephone Company and its subscribers binding on both and approved by the Commission.

**TARIFF SHEET:** An individual sheet of the Telephone Company's tariff.

**TELECOMMUNICATIONS SERVICES:** The provision of facilities for the transmitting and reception of messages, impressions, pictures and signals by means of electricity, electromagnetic waves, and any other kind of energy, force variations, or impulses whether conveyed by cable, wire, radiation through space, or transmitted by means of other media within a specific area or between designated points.

**TELEPHONE COMPANY:** See "Company".

**TELEPHONE NUMBER:** A designation assigned to a telephone station or private branch exchange necessary for placing calls to the telephone station or private branch exchange for identification in the assessment of message charges, etc.

GENERAL SUBSCRIBER SERVICES TARIFF

Millry Telephone Company, Inc.

Section 26  
First Revised Sheet 15

**S26. DEFINITIONS**

**TEMPORARY DISCONNECT:** A short-term suspension of utility service without removal or disconnection of any subscriber equipment. Such disconnections may be made at the request of the subscriber or on the initiative of the Telephone Company in accordance with the rules and regulations of this Tariff.

**TERMINATION CHARGE:** A special charge applied under certain conditions defined in a special contract with the subscriber when service is terminated by the subscriber before the expiration of the minimum contract period. Termination charges shall be specified in the written agreement and known in advance by the subscriber.

**TEMPORARY SERVICES:** Local service definitely known to be needed for a short period, such as service for contractors while constructing a building, for a sales campaign, or for events such as conventions, fairs, circuses, and athletic contests.

**TERMINAL:** A point at which a circuit element may be directly connected to one or more other elements.

**TERMINAL EQUIPMENT:** All equipment provided by common carriers and located on customer premises, except over voltage protection equipment, to deliver multiple channels to the customer.

**TOLL CALL:** A call to a point outside the local calling area of an exchange for which a long distance charge applies.

**TOLL VoIP-PSTN TRAFFIC** - The term denotes a customer's interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over Public Switched Telephone Network ("PSTN") facilities, which originates and/or terminates in Internet Protocol ("IP") format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

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Issue Date: April 17, 2012

Effective Date: May 17, 2012  
Docket No.:

Issued by: Bobby Williams  
Title: General Manager



**S26. DEFINITIONS**

TOUCHTONE CALLING SERVICE: A classification of exchange service whereby calls are originated through the use of pushbuttons in lieu of rotary dials.

TYPE OF SERVICE: The grade or level of service provided to a subscriber in a particular circumstance.

UNDERGROUND SERVICE CONNECTION: A customer's "drop" wire which is run underground from a pole line or an underground distributing cable.

USER: The user of a service regardless of the identity or location of the subscriber or customer of the service.

Issue Date: May 25, 2007

Effective Date: May 29, 2007  
Docket No.:

Issued by: Bobby Williams  
Title: General Manager

**S26. DEFINITIONS**

S26.2 ACRONYMS AND ABBREVIATIONS

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**S26. DEFINITIONS**

S26.2 ACRONYMS AND ABBREVIATIONS (Cont'd)

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FCC - Federal Communications Commission

IXC - Interexchange Carrier

LATA - Local Access and Transport Area

LEC - Local Exchange Company

NECA - National Exchange Carrier Association

NID - Network Interface Device

ONA - Open Network Architecture

PIN - Personal Identification Number

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RCF - Remote Call Forwarding

SLC - Subscriber Line Charge

TDD - Telephone Device for the Deaf

**S27. DIRECTORY LISTINGS**

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S27.1 General.....	1
S27.2 Conditions.....	2

**S27. DIRECTORY LISTINGS**

S27.1 GENERAL

- A. The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory.
- B. Charges for listings begin with the date directory assistance records are posted, and are payable in the same manner as are charges for exchange service. Directory assistance records are posted at the time application for the listing is made, or at the time of the directory delivery, as the subscriber may desire.
- C. All listing charges are automatically discontinued upon the termination of subscriber line service. Charges for additional listings are discontinued when:
  - 1. the listed party dies
  - 2. the listed party subscribes for similar exchange Service
  - 3. the listed party moves from the premises at which the exchange service is furnished.

Issue Date: May 25, 2007

Effective Date: May 29, 2007

Issued by: Bobby Williams  
Title: General Manager

Docket No.:

**S27. DIRECTORY LISTINGS**

S27.2 CONDITIONS

- A. Listings are intended solely for the purpose of identifying subscribers' telephone numbers and as an aid to the use of the service. The listing of subscribers without charge in the alphabetical section of the directory does not contemplate special prominence or arrangement.
- B. The Telephone Company, in accepting listings as prescribed by subscribers, or prospective subscribers, will not be a party to controversies between subscribers as a result of the publication of such listings in its directories.
- C. Listings are furnished only as specified for the various services mentioned in this section. Listings are not necessary in connection with any service or facilities which are not specifically mentioned in this section and consequently are not furnished either with or without charge.
- D. The Telephone Company reserves the right to limit the length of any listing to one line in the directory by the use of abbreviations and to further the use of abbreviations for the sake of uniformity when, in the judgment of the Telephone Company, the clearness of the listing and the identification of the subscriber is not impaired thereby.
- E. Two free listings are provided for each subscriber unless modified by the conditions below.
- F. When, in the judgment of the Company, the use of reference, or other listings, in excess of the number of listings permitted without extra charge, as set forth above, are needed for better identification in order to facilitate the Company's operations, such listings may be provided without charge.
- G. No listing, with or without charge, will be permitted where such listing is a repetition of any other listing furnished the subscriber.

Issue Date: May 25, 2007

Effective Date: May 29, 2007

Docket No.:

Issued by: Bobby Williams  
Title: General Manager

**S27. DIRECTORY LISTINGS**

S27.2 CONDITIONS (Cont'd)

- H. A subscriber's listing upon his request may be omitted from the telephone directory, although such omission is discouraged. The Company may decline to complete connections with such subscriber's station except by call number and may decline to furnish the call number of such subscriber's station.
- I. Listings of clergymen, physicians, surgeons, dentists, veterinary surgeons, professors, government officials, etc., may for the purpose of identification, include abbreviated designations of titles. Also the title "Mrs." or "Miss" is permitted. Degrees are permitted when they serve as a means of better identification. Titles and designations will be omitted, when a degree is used which conveys adequate information.
- J. Business listings consist of a name, a designation describing the subscriber's business, address (when available) and the telephone number.
  - 1. The primary listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which the business is regularly conducted, but when the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.
  - 2. A trade name made up by adding a term such as Company, Agency, Shop, Works, etc., to the name of the commodity or service will not be accepted as a listing, unless the subscriber shows satisfactory evidence that he is authorized to do business under the trade name.
  - 3. A designation consists of a word or phrase, abbreviated where necessary, used to describe the general character of the subscriber's business. Designations will not be used where the name under which the subscriber is doing business is sufficient to indicate the character of the business.

Issue Date: May 25, 2007

Effective Date: May 29, 2007

Docket No.:

Issued by: Bobby Williams  
Title: General Manager

**S27. DIRECTORY LISTINGS**

S27.2 CONDITIONS (Cont'd)

K. Residence listings consist of a name, address (where available) and the telephone number.

1. The primary listing is ordinarily the name of the individual who contracts for the service, but where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.

L. Indented listings are used where a subscriber has more than one listing for the service under the same name at one or more locations.

Examples:

Jones, A. B. Atty.....555-4851  
Res.....555-3250  
Standard Oil Company  
Genl. Of.....555-3751  
Dist. Mgr.....555-3347  
Dist. Mgr. Res.....555-7017

1. There is no charge for indented or caption listings. Names of individuals are not permitted in indented listings of this type.



**S28. RESERVED FOR FUTURE USE**

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Issue Date: May 25, 2007

Effective Date: May 29, 2007

Issued by: Bobby Williams  
Title: General Manager

Docket No.:

**S28. RESERVED FOR FUTURE USE**

(D,N)

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**S29. LOCAL EXCHANGE BOUNDARY MAPS**

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Issue Date: April 17, 2012

Effective Date: May 17, 2012

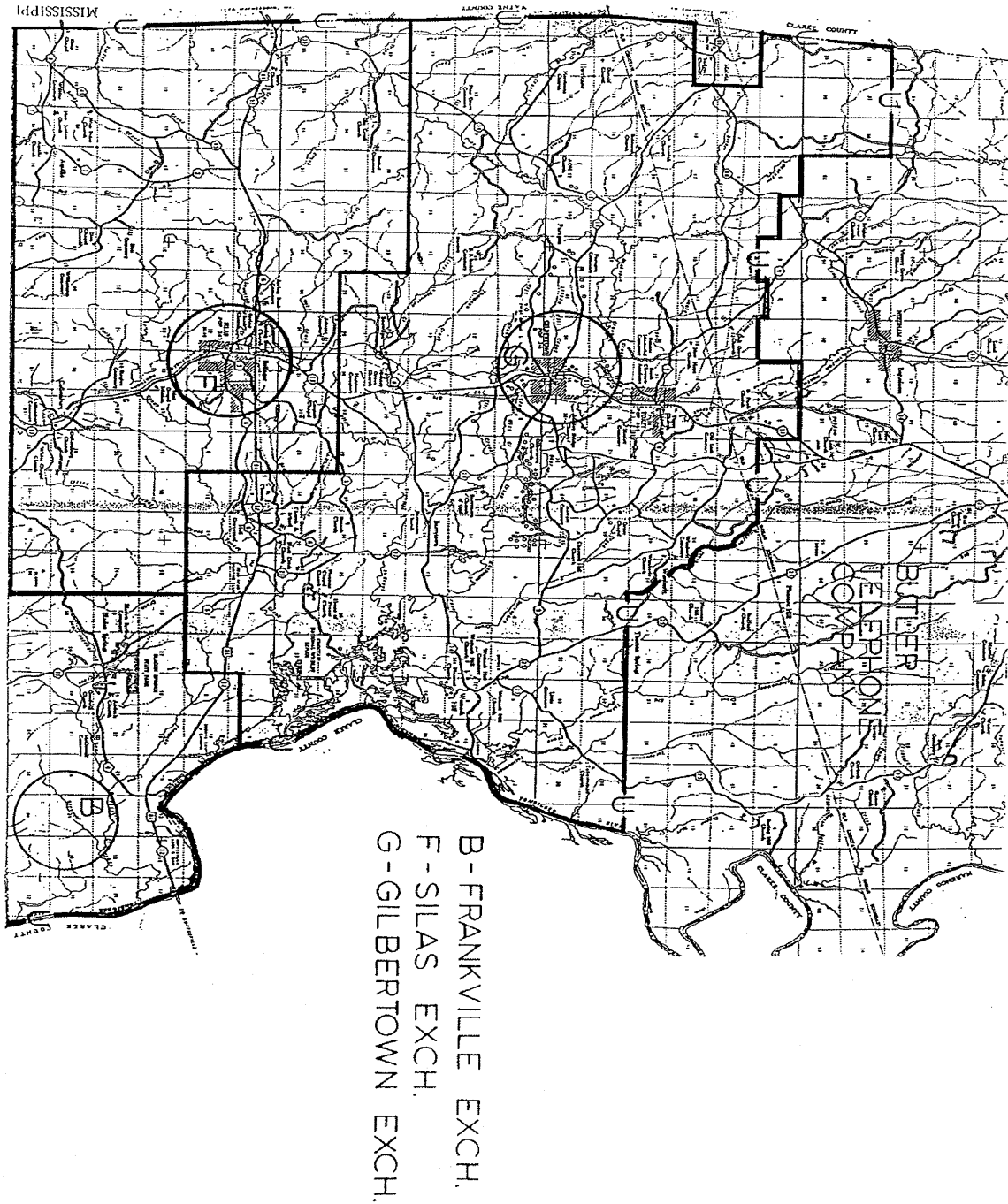
Issued by: Bobby Williams

Docket No.:

Title: General Manager

**S29. LOCAL EXCHANGE BOUNDARY MAPS**

**S29.1 Frankville, Silas and Gilbertown Exchanges - Choctaw County**



Issue Date: May 25, 2007

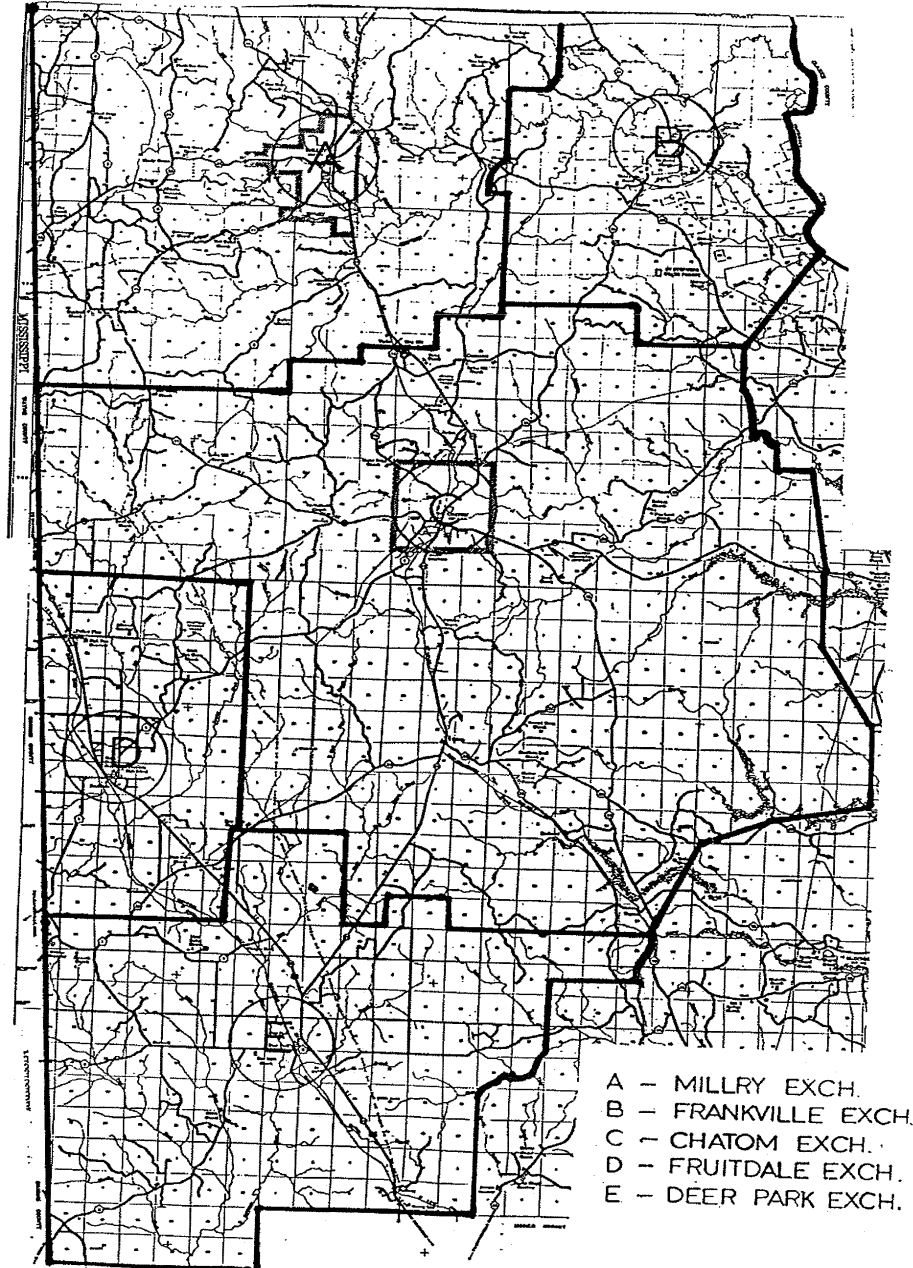
Effective Date: May 29, 2007

Docket No.:

Issued by: Bobby Williams  
Title: General Manager

**S29. LOCAL EXCHANGE BOUNDARY MAPS**

S29.2 Millry, Frankville, Chatom, Fruitdale and Deer Park Exchanges -  
Washington County



Issue Date: April 17, 2007

Effective Date: May 17, 2007

Docket No.:

Issued by: Bobby Williams  
Title: General Manager

GENERAL SUBSCRIBER SERVICES TARIFF  
Milky Telephone Company, Inc.

Section 30  
First Revised Contents Sheet 1

(D)

Issue Date: February 23, 2015

Effective Date: April 1, 2015

Issued by: Bobby Williams

Docket No.:

Title: General Manager

GENERAL SUBSCRIBER SERVICES TARIFF  
Milky Telephone Company, Inc.

Section 100  
First Revised Sheet 1

(D)

Issue Date: February 23, 2015

Effective Date: April 1, 2015

Issued by: Bobby Williams  
Title: General Manager

Docket No.:

**S200. INTRASTATE ACCESS SERVICES TARIFF**

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Issue Date: April 17, 2012

Effective Date: May 17, 2012  
Docket No.:

Issued by: Bobby Williams  
Title: General Manager



**S200. INTRASTATE ACCESS SERVICES TARIFF**

S200.1 INTRASTATE ACCESS SERVICES

- A. This Company adopts the Moss Adams, LLP ("MA") Interstate Access Service Tariff F.C.C. No. 1, effective as of July 16, 2016 and any successive issues thereto, as found at [http://millry.net/wp-content/uploads/2020/01/ma-tariff-fcc-no.-1-complete-base-tariff-2020\\_0101.pdf](http://millry.net/wp-content/uploads/2020/01/ma-tariff-fcc-no.-1-complete-base-tariff-2020_0101.pdf) and approved by the FCC for intrastate use. This Tariff was filed with the F.C.C. by MA on behalf of the MA member companies. This Tariff, along with S200.1.A.4., includes all the rules, regulations, rates and charges under which intrastate access services will be offered to all telecommunications providers. (T)

Exceptions to this adoption of the Tariff schedules are as follows:

1. Switched Access Rates (Per MOU)

A. Common Carrier Line - Originating	\$0.000000
Common Carrier Line - Terminating	*
B. Tandem Switched Facility - Originating	0.000195
Tandem Switched Facility - Terminating	*
C. Tandem Switched Termination - Originating	0.001017
Tandem Switched Termination - Terminating	*
D. Tandem Switching - Originating	0.002564
Tandem Switching - Terminating	*
E.	
F.	
G. Residual Interconnection Charge - Originating	0.000000
Residual Interconnection Charge - Terminating	*
H. Local Switching - Originating	0.029635
Local Switching - Terminating	*
I. Information Surcharge - Originating	0.000513
Information Surcharge - Terminating	*

\*The rates, charges and conditions for the provision of intrastate terminating Carrier Access Service are as specified in the Moss Adams, LLP Tariff FCC No. 1 as it now exists, and as it may be revised, added to, or supplemented. (T)

2. Unless otherwise specified by contract, the applicable MA Tariff rates and charges shall apply to terminating traffic transported over AT&T facilities pursuant to interconnections or resale arrangements between AT&T and other telecommunications providers. (T)

Issue Date: January 1, 2020

Effective Date: January 14, 2020  
Docket No.:

Issued by: Paul E. Brown, Jr.  
Title: General Manager

**S200. INTRASTATE ACCESS SERVICES TARIFF**

S200.1 Intrastate Access Services (Cont'd)

A. (Cont'd)

3. The Company is a participating member in the Transition Service Fund ("TSF"), an access billing mechanism established by the Alabama Public Service Commission ("APSC") in 1996 and described in the APSC's April 17, 2012 and July 10, 2012 Orders in APSC Dockets 28642 and 31816 (collectively, the "APSC Orders") and amended implementing regulations adopted on July 2, 2013 and October 6, 2015 (the "Implementing Regulations"), and which is currently administered by the Telecommunications Association of the Southeast ("TELSE"), by which BellSouth and interexchange carriers/resellers purchasing Intrastate switched access from the company and other participating local exchange carrier ("LEC") TSF members pay the TSF monthly an amount based upon their respective shares of participating TSF LEC's Local Switching minutes. The amount received by the Company from the TSF shall be reduced in accordance with, and subject to, the APSC Orders and Implementing Regulations, and any amendments or clarifications thereto, with a phase-out of the TSF as prescribed in the APSC Order. (D,N) (T) (N) (C) (C) (T) (T)
4. The Company does not concur with the provision in the MA Tariff with regard to using the prior period Percentage Interstate Usage ("PIU") for reporting, but will use current PIU's supplied by the carriers. As ordered by the Alabama Public Service Commission in Docket 19356, Order dated June 18, 1992, the customer shall furnish to the Company each quarter a report of its actual PIU for FGA, FGB, 700 and 800 access services. (T)
- a. Effective on the first of January, April, July, and October of each year, the customer shall update the interstate jurisdiction report. The customer shall file with the Company, to be received no later than thirty (30) days after the first of each such month, a revised report for all services (FGA, FGB, 700, and 800), showing the actual interstate percentage of use for the past three (3) months ending the last day of December, March, June, and September

Issue Date: January 1, 2020

Effective Date: January 14, 2020  
Docket No.:

Issued by: Paul E. Brown, Jr.  
Title: General Manager

**S200. INTRASTATE ACCESS SERVICES TARIFF**

S200.1 Intrastate Access Services (Cont'd)

A. (Cont'd)

4. (Cont'd)

a. (Cont'd)

respectively, for each service. The revised reports will serve as the basis for the next three (3) month's billing. If the customer does not supply the reports, the Company, in compliance with the June 18, 1992 Order in Docket 19356, shall notify the Alabama Public Service Commission of the customer's noncompliance in providing an updated actual percent interstate usage quarterly report within thirty (30) days following the quarterly deadline.

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b. In compliance with the Alabama Public Service Commission's June 18, 1992 Order in Docket No. 19356, the customer must retain all records which were used to compute the PIU for a period of twelve (12) months.

5. Identification and Rating of VoIP-PSTN Traffic

(T)

a. Scope

VoIP-PSTN Traffic is defined as traffic exchanged between a Telephone Company end user and the customer in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format. This section governs the identification of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates, unless the parties have agreed otherwise, by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (November 18, 2011) ("FCC Order"), as it may hereinafter be amended or clarified. Specifically, this section establishes the method of separating Toll VoIP- PSTN Traffic from the customer's traditional intrastate

**S200. INTRASTATE ACCESS SERVICES TARIFF**

S200.1 Intrastate Access Services Cont'd)

A. (Cont'd)

5. Identification and Rating of VoIP-PSTN Traffic  
(Cont'd)

access traffic, so that Toll VoIP-PSTN Traffic  
can be billed in accordance with the FCC Order.  
In the event that the Company cannot identify  
which customer calls originate and/or terminate  
in IP format, the Company will apply the default  
percentage of traffic, which is equal to the  
percentage of VoIP subscribers in the state based  
on the *Local Competition Report*, as being subject  
to the VoIP-PSTN framework, in accordance with  
and subject to Paragraph 963 of the FCC Order.

(M)

(M)

b. The rates and charges for Switched Access Service  
specified in MA Tariff F.C.C. No. 1, Access  
Service, will apply on all terminating Toll VoIP-  
PSTN Traffic identified in accordance with this  
Tariff section and billed by the Company.

(T)

(D)

(D)

**S200. INTRASTATE ACCESS SERVICES TARIFF**

S200.1 Intrastate Access Services Cont'd)

A. (Cont'd)

5. Identification and Rating of VoIP-PSTN Traffic (Cont'd)

c. Calculation and Application of Percent-VoIP-Usage Factors

The Company will determine the number of Toll VoIP Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection b. preceding, by applying an originating Percent VoIP Usage ("OPVU") factor to the total intrastate access MOU originated by a Company end user and delivered to the customer and by applying a terminating PVU ("TPVU") factor to the total intrastate access MOU terminated by a customer to the Company's end user. The OPVU will be derived and applied as follows: (C)

- (1) The customer will calculate and furnish to the Company an OPVU factor, along with supporting documentation, representing the whole number percentage of the customer's total originating intrastate access MOU that the customer receives from the Company in the State that is originated by the Company in IP format.
- (2) The customer will calculate and furnish to the Company a TPVU factor, along with supporting documentation, representing the whole number percentage of the customer's total terminating intrastate access MOU that the customer exchanges with the Company in the State that is sent to the Company and originated in IP format.

**S200. INTRASTATE ACCESS SERVICES TARIFF**

S200.1 Intrastate Access Services Cont'd)

A. (Cont'd)

5. Identification and Rating of VoIP-PSTN Traffic  
(Cont'd)

c. Calculation and Application of Percent-VoIP  
Usage Factors (Cont'd)

(3) The OPVU and supporting documentation shall be based on information that is verifiable by the Company<sup>1</sup>, including but not limited to, the number of the customer's retail VoIP subscriptions in the State (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant or verifiable information. The customer shall not modify its reported PIU factor to account for VoIP-PSTN traffic. (C) (N)

(4) After the Company verifies the OPVU provided by the customer, the Company will apply the OPVU and TPVU factors to the associated intrastate access MOU, as indicated in subsections d. and/or e. below. (C)

In the event that the Company can not verify the customer's OPVU, the Company will request additional documentation to support the OPVU, and during this time, no changes will be made to the existing OPVU. The customer shall supply the requested information within fifteen (15) days of the Company's request or no changes will be made to the existing OPVU. If after review of the additional information, the customer and Company establish a revised and mutually agreed upon OPVU factor, the Company will begin using the new factor with the next bill period.

(5) The Company may dispute the customer's OPVU factor based upon: (C)

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<sup>1</sup>TPVU factor verification is no longer applicable due to intrastate terminating switched access rate parity with interstate rates beginning July 2, 2013.

**S200. INTRASTATE ACCESS SERVICES TARIFF**

S200.1 Intrastate Access Services Cont'd)

A. (Cont'd)

5. Identification and Rating of VoIP-PSTN Traffic  
(Cont'd)

c. Calculation and Application of Percent-VoIP  
Usage Factors (Cont'd)

(5) (Cont'd)

(a) A review of the requested data and information provided by the customer.

(b) The Company's reasonable review of other market information, FCC reports on VoIP lines, such as FCC Form 477 or state level results based on the FCC's *Local Competition Report*, or other relevant data.

(c) A change in the reported PVU factor by more than five percentage points from the preceding quarter.

If the dispute is unresolved, the customer may request that verification audits be conducted by an independent auditor, at customer's sole expense. During the audit, the most recent undisputed OPVU factor will be used by the Company.

(6) The customer shall retain the call detail, work papers and information used to develop the OPVU factor for a minimum of one (1) year.

(7) In the absence of an interconnection agreement, at no time will the Company allow an OPVU factor greater than the applicable State percentage, as identified in Paragraph 963 of the FCC Order.

(C)

(C)

**S200. INTRASTATE ACCESS SERVICES TARIFF**

S200.1 Intrastate Access Services Cont'd)

A. (Cont'd)

5. Identification and Rating of VoIP-PSTN Traffic  
(Cont'd)

d. Initial OPVU and TPVU Factors

In calculating the initial OPVU and TVPU factor(s), the Company will take the factors provided by the customer into account retroactively to January 1, 2012, provided that the customer provides the factor(s) and supporting documentation, as specified in subsection (c) above, to the Company no later than fifteen (15) days after the effective date of this tariff. If the customer does not furnish the Company with an OPVU and/or TPVU factor pursuant to the preceding subsection (c), the initial factor will be zero.

e. OPVU Factor Updates<sup>1</sup>

(C,N)

The customer may update the PVU factors quarterly using the method set forth in subsection (c) above. If the customer chooses to submit such updates, it shall forward to the Company, no later than fifteen (15) days after the first of January, April, July and/or October of each year, revised PVU factors and supporting documentation based on data for the prior three (3) months, ending the last day of December, March, June and September, respectively. Once verified by the Company, the revised OPVU factor will be applied prospectively and serve as the basis for billing until superseded by a new verified factor. No prorating or backbilling will be done based on the updated OPVU factor.

(C)

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<sup>1</sup> Updates to the TPVU factor are no longer being accepted due to intrastate terminating switched access rate parity with interstate rates beginning July 2, 2013. (N)  
(N)  
(N)

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GENERAL SUBSCRIBER SERVICES TARIFF  
Millry Telephone Company, Inc.

Section 200  
Second Revised Sheet 8

**S200. INTRASTATE ACCESS SERVICES TARIFF**

S200.2 INTRASTATE BILLING AND COLLECTION SERVICE

Reserved for Future Use.

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