



Control Number: 27385



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Addendum StartPage: 0

## Net/Town Telephone Corporation

December 10, 2009

Public Utility Commission of Texas  
Attn: Central Records  
1701 N. Congress Ave.  
PO Box 13326  
Austin Texas 78711-3326

Re: Tariff Project No. 27385

Dear Sir/Madam:

Attached is the Tariff for Net/Town Telephone Corporation that is being filed prior to beginning our service.

The corporate data is as follows:

Net/Town Telephone Corporation  
SPCOA No. 60840

Please feel free to contact me at the address below should you have any questions or need additional information. Thank you for your help.

Sincerely,  
//Jeff Seal//

Jeff Seal  
Chief Operations Officer  
Net/Town Telephone Corporation

/attachments

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10 JAN -7 AM 9:11  
PUBLIC UTILITY COMMISSION  
FILING CLERK

**Net/Town Telephone Corporation  
Intrastate Texas Telephone Tariff 1  
Local Services Rules and Regulations  
Access Service Rates  
October 12, 2009**

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#### **EXPLANATION OF SYMBOLS**

- (C) Change in regulation or condition, which affects a rate or charge
- (D) Discontinued regulation, condition, rate, or charge
- (I) Increase in rate or charge
- (N) New regulation, condition, rate, or charge
- (R) Reduction in rate or charge
- (T) Change in text only; no change in regulation, condition, rate, or charge
- (Z) Correction
- (NA) Not available at this time

## **GENERAL RULES AND REGULATIONS**

### ***A. APPLICATION***

#### **1. General**

- a. The Rules and Regulations specified herein apply to the intrastate services and facilities furnished by the Net/Town Telephone Corporation hereinafter referred to as the Company. Customers who fail to observe these Rules and Regulations of the Company, after due notice of such failure, may have their service discontinued.
- b. The Company provides intrastate services and facilities to businesses and residences in certain LATAS in the State of Texas
- c. This tariff is being filed in the State of Texas.
- d. Nothing in this tariff shall restrict the company's right to offer lines or services to governmental and business entities by special contract.

### ***B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY***

#### **1. Availability of Facilities**

- a. The Company's obligation to furnish service is dependent upon its ability to secure and retain suitable facilities and rights for such facilities.

#### **2. Allowance for Failure of Service**

- a. The Company does not guarantee uninterrupted working of its lines or equipment. In case service is interrupted other than by the negligence or willful act of the customer, an adjustment will be made in the amount of the charges for that portion of the service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond twenty-four (24) hours after first noted by the Company. Adjustment will be made in the form of a bill credit. No other liability shall in any case attach to the Company.

#### **3. Transmitting Messages**

- a. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to the rules, regulations, and conditions specified in this tariff.

#### **4. Use of Connecting Company Lines**

a. Facilities of other companies may be used in establishing connections to points not reached by this Company's lines.

#### **5. Customer Premises Equipment**

a. The Company shall not be responsible for any loss or damage, nor for failure or impairment of service in connection with customer provided facilities unless caused solely by the negligence of the Company.

### ***C. USE OF SERVICE AND FACILITIES***

#### **1. Ownership and Use of Equipment**

a. Customer premises equipment may be connected to facilities of the Company in accordance with Part 68 of the FCC Rules and Regulations.

#### **2. Unauthorized Attachments or Connections**

a. In case any unauthorized attachment or connections are made, the Company shall have the right to disconnect the same or to suspend the service during the continuance of such attachment or connection or to terminate the service.

Customer premises equipment not connected in accordance with Part 68 of the FCC Rules and Regulations shall be considered an unauthorized attachment or connection.

#### **3. Use of Customer Service**

a. Customer telephone service is furnished only for use by the customer, his/her family, employees, or business associates, or persons residing in the customer's household, except as the use of the service may be extended to joint users or to persons temporarily subleasing a customer's residential premises.

### ***D. ESTABLISHMENT AND FURNISHING OF SERVICE***

#### **1. Application for Service**

a. Applications for service may be made orally or in writing. These applications become contracts upon the establishment of service. If a deposit is required by the Company, applicable nonrecurring charges and service charges (if any) may be required in advance. Any change in rates, rules, or regulations shall act as a modification of the application/contract to that extent, without further notice.

## **2. Telephone Numbers**

a. The customer may change local service providers without changing telephone numbers and with as little loss of functionality as is feasible using available technology. The customer does not have any right to continuance of service from any specific central office, and the Company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business.

For customers who are assigned a new number within the exchange, the former working number intercept shall provide the new number to a calling party for not less than sixty (60) days or until the issuance of a new directory. No new number information shall be provided if the customer so requests.

## **3. Alterations**

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

## **4. Payment for Service**

a. The customer is required to pay all rates and charges for exchange services and facilities.

## **5. Unusual Installation Costs**

a. Where special requirements of the customer involve unusual construction or Net/Town Telephone Corporation Telephone Tariff Part II installation, the customer may be required to pay additional costs.

## **6. Service Interruption**

a. When facilities in a given area are interrupted, service to existing customers shall be reestablished in accordance with categories of precedence in the order listed below:

(1) Category 1 - Public Safety and Health:

Official federal, state, county, and municipal government agencies protecting the public safety and health; private organizations and persons engaged primarily in protecting the public safety and health, such as physicians, hospitals, ambulance service, volunteer fire departments, American Red Cross, licensed protective patrols, armored cars, and similar agencies.

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(2) Category 2 - Carriers and Utilities:

Contract carriers, common carriers, and public utilities (exclusive of taxicabs and livery service), for communications other than correspondence of the general public.

(3) Category 3 - Other Public Services:

Emergency repair organizations not included in Category 1, protecting health and property; press associations, newspapers, and broadcasting stations.

(4) Category 4 - Physically Handicapped:

Persons who, because of physical handicaps, operate specially equipped vehicles and are unable to leave such vehicles without assistance.

(5) Category 5 - Industrial:

Gas or oil producing or drilling operations; producers and distributors of fuel and lumber and other construction materials and equipment; food processing, distribution, and storage organizations; producers of substantial quantities of food; business concerns engaged in construction of housing and industrial or public works; taxicabs and livery service.

(6) Category 6 - All Other Facilities Not Covered Above.

**7. Business Rates Apply at the Following Locations:**

a. In offices, stores, factories, mines, and all other places of a strictly business nature.

b. In boarding houses, except as noted under G.2 below, offices of hotels, halls, and offices of apartment buildings; quarters occupied by clubs or lodges; public, private, or parochial schools; or colleges, hospitals, libraries, and other similar institutions.

c. At residence locations when the customer has no regular business access line service, and the use of the service, either by himself/herself, members of his/her household, or his/her guests, or parties calling him/her, can be considered as more of a business than of a residence nature. This may be indicated by advertising, either by business cards, newspapers, handbooks, billboards, circulars, motion picture screens, or other advertising media, such as on vehicles, etc.

d. In any location where the listing of service at that location indicates a business,

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trade, or profession, except as specified under G.2 below.

## **8. Residence Rates Apply at the Following Locations:**

- a. In a private residence where business listings are not provided.
- b. In churches where business listings are not provided.
- c. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have fewer than five rooms for roomers or which furnish meals to fewer than ten boarders, provided business listings are not furnished.

## ***F. ESTABLISHMENT AND MAINTENANCE OF CREDIT***

### **1. Establishment of Credit**

a. The Company is not obligated to provide service to any individual or firm that owes for service previously rendered by the Company at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. Applicants for telephone service who are required to make a deposit may be required to pay the service connection, installation and/or construction charges in advance of installation. In order to insure the payment of all charges due for its service, the Company may require a customer to establish credit in one of the following ways:

- (1) By furnishing credit references acceptable to the Company.
- (2) By means of a cash deposit.

### **2. Amount of Deposits**

a. The amount of deposit required shall not be more than the maximum charge for two months' local exchange service plus two months' estimated regulated toll service or as may reasonably be required by the Company in cases involving service for short periods or special occasions. The Company may require the customer to increase the amount of the deposit at any time if the charges billed against the customer are found to warrant such an increase.

### **3. Deposits and Collection Practices**

a. A deposit may be made at any Company business office or authorized agent.

b. The Company will maintain records that show the name, address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits shall be disposed of in accordance with the law.

c. A receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt, if the deposit is substantiated by the Company records.

d. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills. Nor does the fact that a deposit has been made constitute a waiver or modification of the regular practices of the Company. The Company may discontinue service to any customer failing to pay current bills regardless of the fact that such customer has made a deposit with the Company to secure payment of such bills or has furnished the Company with a guarantee in writing for such bills.

#### **4. Service Charge for Reconnection**

a. Where service has been discontinued for failure to establish or maintain credit, as set forth in F.1, the applicable service charges shall apply.

#### **5. Deposit Refunds**

a. The deposit shall be refunded or credited to the customer after not more than twelve (12) consecutive months of prompt payment, or eleven (11) timely payments and one automatic forgiveness of late payment, unless the Company has documented information which indicates the deposit is necessary to insure payment.

#### **6. Criteria for Procurement of Deposits**

- a. Unknown credit.
- b. False credit information.
- c. Unsatisfactory credit history.

#### ***1. MINIMUM CONTRACT PERIODS***

##### **1. Minimum Contract Period**

a. Except as specified elsewhere in this tariff, the minimum contract period is one

month from the date service, or an addition to service, is established. The minimum charge is the authorized rate for one month. For purposes of rate administration, each month is considered to have 30 days.

b. The Company may require a contract period longer than one month at the same location when unusual construction is necessary to meet special demands that involve extra costs.

## ***J. DISCONNECTION OR REFUSAL OF SERVICE***

### **1. By the Company Without Notice**

a. The Company may disconnect or refuse the service without notice:

(1) In the event a condition on the customer's premises is determined by the Company to be hazardous.

(2) In the event a customer's use adversely affects the Company's facilities or the Company's service to others, including, but not limited to, impersonation of another with fraudulent intent.

(3) In the event a customer tampers with facilities furnished and owned by the Company.

(4) In the event of unauthorized use.

### **2. By the Company after Prior Written Notice**

a. In addition to the reasons set forth in subparagraph a. above, the Company may disconnect or refuse service after providing at least five days' or, in the case of deposits, 12 days' prior written notice for any of the following reasons:

(1) Failure of a customer to make suitable deposit as required by these rules.

(2) Use of foul or profane language.

(3) Nonpayment of bills for local or miscellaneous services, consistent with the Board rules.

(4) Failure of the customer or prospective customer to furnish permits or certificates of rights-of-way specified to be furnished in the Company's rules filed with the Board as conditions for obtaining service, or the termination of those permissions or rights, or for the failure of the customer or a prospective customer to fulfill the contractual obligations imposed upon him/her as conditions of obtaining service by a contract.

(5) Failure of the customer to permit the Company reasonable access to its facilities.

(6) Any other violation of the Company's rules and regulations on file with the Board, the requirements of municipal ordinances, or laws pertaining to the service.

(7) When the service (except Pay Central Office Access Line service) will be, or is, readily accessible and available for use by the public, by patrons of the customer, or by others not authorized.

b. Despite the prior written notice provisions, as contained in these rules, disconnection may take place prior to the expiration of the notice period if the Company determines, from verifiable data, that usage during the notice period is so abnormally high that a risk of irrevocable revenue loss is created.

## ***K. PAYMENT FOR SERVICE AND FACILITIES***

### **1. General**

a. Generally all customers shall pay for services and facilities monthly, in advance, and shall pay for nonrecurring charges in arrears.

b. Billing to customers shall be scheduled monthly or as determined by customer's credit.

c. Failure to receive a bill does not relieve the customer of the responsibility for making payment.

### **2. Disconnection of Service by the Company**

a. In the event of failure by the customer or those responsible to pay any bill on or before the due date, the Company may discontinue local, long distance, or miscellaneous services.

### **3. Service Charge for Reconnection**

a. Where service has been discontinued for nonpayment of a bill due, applicable service charges, shall apply.

## ***L. TAXES OR FEES TO BE BILLED TO CUSTOMERS***

### **1. General**

a. The Company may allocate any fee required by a government entity, a municipality or political subdivision as, or in lieu of, compensation for the use of streets or rights-of-ways, or may allocate any fee as a charge to be billed to telephone customers within the municipality or political subdivision imposing such fee or charge. Such fees will be allocated to each customer within the municipality or political subdivision in a uniform manner on each customer's monthly bill.

## **Access Rates**

### ***1. Application of Tariff***

The regulations, terms and conditions, rates and charges applicable to the provision of Switched Access and Special Access Services, and other miscellaneous service(s), provided by Net Town Telephone Corporation, hereinafter referred to as the Company, to Intrastate Customers, hereinafter referred to as IC's, are the same as those filed in Net/Town Telephone Corporation Intrastate Texas Tariff 1 with the exceptions listed herein. The Company is not an IC for purposes of this tariff, which does not apply to the Company's provision of such services to itself.

The provision of such service by the Company as set forth in Net/Town Telephone Corporation Intrastate Texas Tariff 1, with such exceptions as listed in 2., following, is specifically intended to provide exchange network access to IC's for their own use or in furnishing their authorized intrastate services to End Users, and for operational purposes directly related to the furnishing of their authorized services. Operational purposes include testing and maintenance of circuits, demonstration and experimental services and spare services. Telephone Exchange Services required by the IC for its administrative use are furnished under other applicable tariffs of the Company. The Company will determine, based on the IC's use of the facilities involved, whether the Access Rates and Charges as specified in Net/Town Telephone Corporation Intrastate Texas Tariff 1, or Rates and Charges as specified in other tariffs of the Company apply.

1.1 Whenever reference is made in this Company's tariffs to other tariffs of the Company, the reference is to the tariffs in force as of the effective date of those tariffs, and to amendments thereto and successive issues thereof.

## **2. Rates**

The rates and charges for the switched access service offered in this tariff are the same for all ICs. The terminating line charge is set at .031541 USD per minute.