

## **TARIFF ADOPTION NOTICE**

Chariton Valley Communications Corporation hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed by it, all tariffs filed with the Public Service Commission, State of Missouri, by Chariton Valley Telecom Corporation prior to December 31, 2016.

Issued December 20, 2016

Kirby Underberg  
1213 E. Briggs Drive  
Macon, Missouri 63552

Effective December 31, 2016

**FILED**  
Missouri Public  
Service Commission  
CN-2017-0174; YC-2017-0131

**TELECOMMUNICATIONS SERVICES TARIFF**

**OF**

**CHARITON VALLEY COMMUNICATIONS CORPORATION**

This tariff contains the rules, regulations, and rates applicable to the furnishing of interLATA and intraLATA competitive telecommunications services by Chariton Valley Communications Corporation, a competitive telecommunications company, within the state of Missouri.

Issued December 20, 2016

Kirby Underberg  
1213 E. Briggs Drive  
Macon, Missouri 63552

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TARIFF FORMATPage Numbering

Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time, new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1. Revision numbers will be entered on the Revision Page Heading and on check sheet original Page 2 when appropriate.

Explanation of Symbols

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (R) - Reduced rate
- (I) - Increased rate
- (C) - Changed regulation
- (T) - Change in text, but no change in rate or regulation
- (S) - Reissued matter
- (M) - Matter relocated without change
- (N) - New rate, regulation or text
- (D) - Discontinued rate or regulation
- (Z) - Correction

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Application of Tariff

This tariff contains the regulations and schedule of charges applicable to the provision of interexchange telecommunications services by Chariton Valley Telecom Corporation within the State of Missouri.

Waiver of Rules and Regulations

The Company will comply with all rules and regulations except those statutes and Commission rules legally waived and listed in Section 3 of the Chariton Valley Telecom Corporation tariff PSC MO. NO.1.

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James Simon  
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P.O. Box 67  
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FILED  
Data center  
Missouri Public  
Service Commission  
JC-2016-0112

1.0 Explanation of Terms and Abbreviations

1.1 Company - Chariton Valley Telecom Corporation.

1.2 Customer - The person, firm, corporation or other entity that orders service and is responsible for payment of charges due and compliance with the Company's Tariff regulations.

1.3 Dedicated Access Service - If a location has a direct path to the network, rather than a path that is switched through the local exchange carrier to reach the network, it is considered dedicated access. Dedicated access facilities may be obtained from the underlying carrier, the local exchange carrier, or private carriers. The Customer may make arrangements for such facilities directly or through Chariton Valley Telecom Corporation.

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2.0 Rules and Regulations

2.1 Limitation on Service

- 2.1.1 Service is offered subject to the availability of facilities and the provisions of this Tariff.
- 2.1.2 Chariton Valley Telecom Corporation reserves the right to discontinue furnishing service, or limit the use of service without liability when provision of service involves a dangerous condition, violation of Company rules which violation adversely affects the safety of Customer or other persons, or unauthorized interference with or use of service.
- 2.1.3 Prior written permission from the Company is required before any assignment or transfer of service. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.1.4 The Company reserves the right to refuse service to Customers without incurring liability:
- 2.1.4.1 For non-payment of any sum owing to the Company; or
- 2.1.4.2 For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, credit card numbers or pre-arranged account code numbers; or
- 2.1.4.3 For any violation by a Customer related to the request for such service of either the provisions of this tariff or any laws, rules, regulations, or policies or either the Country of Origin or the United States; or
- 2.1.4.4 By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such service; or
- 2.1.4.5 If the Company deems such refusal necessary to protect itself or third parties against or otherwise protect its personnel, agents facilities, or services.



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2.2 Liabilities of the Company

- 2.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the charge to the Customer according to this tariff for the interruption, delay, error or defect in transmission occurs, except in cases of willful misconduct by the Company.
- 2.2.2 The Company shall be indemnified and held harmless by the Customer against:
- 2.2.2.1 Claims for libel; slander; infringement or patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company; violation of any other literary, intellectual, artistic, dramatic, or musical right; violations of the right to privacy; or any other rights whatsoever relating to or arising from message content or the transmission thereof over the Company's Access Lines; and
- 2.2.2.2 All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.
- 2.2.3 The company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.2.4 The Company is not liable for any defacement of or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.2.5 No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

2.2.6 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God; storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work notwithstanding anything in this tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees, if committed beyond the scope of their employment.

2.2.7 Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

2.3 Use of Service

2.3.1 The Customer may not use any of the Services furnished by the Company under this Tariff for any unlawful purpose.

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service that is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.2 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

2.4.2 For purposes of credit computation, every month shall be considered to have 720 hours.

2.4.3 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.4.4 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720<sup>th</sup> of the monthly charge for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

“A” - outage time in hours

“B” - total monthly charge for affected facility

## 2.5 Payment

2.5.1 The Customer is ultimately responsible for payment of all charges for service provided by the Company.

2.5.2 Unless other arrangements are made, residential customers make payment by cash or check.

2.5.3 Unless other arrangements are made, commercial customers will make payment by check.

## 2.6 Billing Periods

2.6.1 Bills will be generated and mailed on or about the 5<sup>th</sup> of each month, and Customer payments will be due on the 25<sup>th</sup> day of the same month.

## 2.7 Billing Disputes

2.7.1 Billing disputes should be addressed in writing to: Chariton Valley Telecom Corporation; P.O. Box 67, Macon, MO 63552. Business hours are between 8 a.m. and 5 p.m., Central Standard Time. Billing disputes can also be resolve via telephone during normal business hours.

## 2.8 Customer Service

2.8.1 Chariton Valley Telecom Corporation’s customer service representative can be contacted in writing at Chariton Valley Telecom Corporation; P.O. Box 67, Macon, MO 63552. Customer Service problems may be reported 24 hours a day by telephone.

2.9 Non-Payment

2.9.1 Customers shall have at least twenty-one (21) days from the rendition of a bill to pay the charges stated. If the charges remain unpaid for twenty-one (21) days from rendition of the bill, such charges will be deemed delinquent.

2.9.2 Payments not received by the due date are subject to a \$10.00 late payment charge. The late payment charge shall be due and payable upon notice to the customer.

2.9.3 Customers who have terminated service with the Company will not be able to move their 800 numbers to another carrier until their outstanding balance with the Company is paid in full.

2.10 Notice of Service Discontinuance

2.10.1 A Discontinuance Notice will be sent to the Customer if payment has not been received 30 days from the rendition of the bill. If payment is not received within 10 days of the Discontinuance Notice, service will be discontinued.

2.11 Advanced Payments and Security Deposits

2.11.1 The Company may require a deposit or guarantee prior to providing new service or as a condition of continued service.

2.11.1.1 The Company may require a deposit or guarantee as a condition of continued service if:

- a. The customer has delinquent charges in two (2) out of the last twelve (12) billing periods: or
- b. The customer has had service disconnected for nonpayment of a delinquent charge or failed to post a required deposit or guarantee.

(D)  
↑  
↓  
(D)

(T)  
↑  
↓  
(T)

2.11.1.2 In lieu of a deposit, the Company may accept a written guarantee. The guarantee shall not exceed the amount of a cash deposit that the Company could request under this section.

2.11.1.3 No deposit, guarantee, additional deposit nor additional guarantee will be required by the Company because of race, sex, creed, national origin, marital status, age, number of dependents, source of income, disability or geographical area of residence.

2.11.1.4 Terms of Deposits:

- a. Deposits shall not exceed the estimated charges for two (2) months' service based on the average bill during the preceding twelve (12) months, or, in the case of new applicants for service, the average monthly bill for new subscribers within a customer class.
- b. Upon discontinuance or termination of service, the deposit will be credited to the charges state on the final bill, and any balance will be returned to the customer within twenty-one (21) days of the rendition of the final bill. (D)
- c. Upon satisfaction of all undisputed charges during the last twelve (12) billing periods, guarantors will be released or deposits will be refunded or credited against charges on subsequent bills. Payments of charges will be considered satisfactory if received prior to the date of which the charge become delinquent provided the charge is not in dispute. The Company may withhold the refund of a deposit pending the resolution of a dispute with respect to charges secured by deposit. (D)
- d. The Company will maintain records of all pertinent information with regard to each deposit held.
- e. The Company will provide within ten (10) days of a customer request a receipt that contains information pertinent to that deposit.

2.12 Credit Checks

2.12.1 The Company requires credit information for all customers.

2.13 Taxes

2.13.1 State, local and other taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are not included in the quoted rates.

2.14 “Missouri Universal Service Fund”

2.14.1 The Company will place on each retail end-user customer’s bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the commission.

2.14.2 The surcharge will appear as a separate line item detailed “Missouri Universal Service Fund.”

2.14.3 The surcharge percentage will be applied to the total of each customer’s charges for interstate regulated telecommunications services that meet the definitions of net jurisdictional revenues at 4 CR 240-31.010(12).

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3.0 Description of Service

3.1 Timing of Calls

3.1.1 The Customer's long distance usage charge is based on the actual usage of the Company's services. Usage begins when the called party picks up the receiver and ends when the calling party hangs up. The Company will not bill for uncompleted calls. Calls are measured by Chariton Valley Telecom Corporation.

3.2 Calculation of Distance for InterLATA Calls

3.2.1 Usage charges for all mileage sensitive services are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and NECA's Tariff No. 4.

$$\text{FORMULA} = \sqrt{\frac{(V1 - V2)(H1 - H2)}{10}}$$

3.3 Minimum Call Completion Rate

3.3.1 A Customer can expect a call completion rate of not less than 99% during peak use periods for all Feature Group D ("FGD") services.

3.4 Service Offerings

3.4.1 The Company offers switched and dedicated access MTS, and 800 by the resale of the services of Underlying Carriers or by use of the company's own facilities.

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**4.0 RATES AND CHARGES****4.1 Switched Access**

4.1.1 Rates and charges for message telephone service provided by the Company are filed as shown in Sections 4.2.1 and 4.2.2 following. The rates are provided with an upper and lower range to allow for movement of the pricing system, including Subscriber type, volume and term discounts and shown in 4.1.4 and 4.1.5 following, within the pricing structure, between the upper and lower ranges. The non-discounted rates will not exceed the upper limit of the range and the fully discounted rates will not be less than the lower limit of the range.

4.1.2 Customers within the same subscriber type, volume and term discounts will be charged the same price for calls made at the same time of day and at the same distance, except that initial minutes may be charged at different rates than additional minutes.

4.1.3 Outbound and Inbound services, Switched 1+ service, Dedicated and 800 service carry an initial billing minimum of one minute. After the initial call minimum, calls will be rounded to the closest six-second increment.

4.1.4 Billing periods are as follows for 800 service:

Day: 8:00 a.m. to 4:59 p.m., Monday  
through Friday.

Evening: 5:00 p.m. to 10:59, Sunday through  
Friday.

Night/ 11:00 p.m. to 7:59 a.m., all days.

Weekend : 8:00 a.m. Saturday to 4:59 p.m. Sunday.

**4.2 Message Telephone Service Rates Applicable when customer is picked to Chariton Valley Telecom Corporation for IntraLATA or InterLATA Service**

4.2.1 \$.15 Plan - \$.15 per Minute

4.2.2 Dime a Minute Plan  
4.2.2.1 - \$.50 per Month  
4.2.2.2 - \$.10 per Minute Over 50 Minutes

4.2.3 Unlimited  
4.2.3.1 - \$19.99 per Month

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Issued: October 30, 2015

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Effective: December 1, 2015

**FILED**  
Data center  
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Service Commission  
JC-2016-0112



4.2.4 BUSINESS

4.2.4.1 - ICB

4.3 800 SERVICE

4.3.1 Non-Recurring and Recurring Charges

Monthly Recurring 800 Charges

Residential	\$ 5.00
Commercial	\$ 8.00

4.3.2 The per minute charges for the duration of the call are as set forth below. Calls are billed in full minute increments with a one-minute billing minimum.

	<u>Usage charge</u>
Day	\$.200
Evening	.175
Night/Weekend	.145

4.4 Directory Assistance

4.4.1 Switched 1+ \$0.90

4.5 Operator Assistance

4.5.1 Operator services are provided by the Underlying Carriers. The follow operator services are billed by the Company.

Station to Station	\$1.50
Person to Person	\$3.50
Transfer to other interexchange carriers	\$1.50

4.5.2 Carrier will not bill for incomplete calls where answer supervision is available. Carrier will not bill for incomplete calls and will remove any charge(s) for incomplete calls upon (i) subscriber notification or (ii) Carrier's knowledge.

4.5.3 The caller and billed party, if different from the caller, may be advised that the Carrier is the operator service provider at the time of the initial contact.

4.5.4 Rate quotes will be given upon request, at no charge, including all rate components and any additional charges. Only tariffed rates approved by

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the Commission for Carrier shall appear on any local exchange company billings.

- 4.4.5 Carrier may be listed on the LEC billing if the LEC has multicarrier billing ability.
- 4.5.6 Carrier will employ reasonable calling and verification procedures which are acceptable to the companies issuing calling cards.
- 4.5.7 Carrier will route all 0- emergency calls in the quickest possible manner to the appropriate local emergency service provider, at no charge.
- 4.5.8 Upon request, Carrier will transfer 0- calls to other authorized interexchange carriers or to the LEC, if billing can list the caller's actual origination point. Charges at the rates shown in Section 4.5.1 above will apply.
- 4.5.9 Carrier will refuse operator services to traffic aggregators which block access to other carriers. Traffic aggregators will post and display information including (1) that Carrier is the operator service provider; (2) detailed complaint procedures; and (3) instructions informing the caller on procedures to reach the LEC operator and other authorized interexchange carriers.

4.6 Dedicated Interexchange Access Service

- 4.6.1 Dedicated interexchange access services have initial set up and monthly charges which are dependent on local exchange carrier tariffs and based on the customer's location and individual needs. Dedicated interexchange access facilities may be obtained in some cases, directly by the subscriber or through the company who will act as subscriber's agent. Rates for services will be offered on an individual case basis (ICB) and will be structured to recover the Company's cost of providing the services. Terms of the specific ICB contract will be made available to the Commission upon request on a proprietary basis.

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#### 4.7 Ethernet Transport Service

Ethernet Transport Service (ETS) is a high-speed data transport service that provides end-to-end transmission using Ethernet packet technology. ETS is ideal for transport of broadband multimedia traffic (i.e., voice, data and video) using variable length Ethernet packets with the ability to interconnect multiple locations using the Company's ETS network. Ethernet packets generated by Ethernet-compatible Customer Premises Equipment (CPE) are transmitted using available capacity on shared transmission paths through the Company's ETS network to a pre-specified destination. The ETS Customer may use ETS to: 1) interconnect Customer Designated Premises (CDPs) served by the Company's ETS network; 2) interconnect with its local area network (LAN) to the Company's ETS network and/or; 3) interconnect its CDPs to an Ethernet network located outside of the Company's serving territory. Company concurs with the NECA Tariff No. 5 Terms and Conditions for ETS service. Rates for ETS service will be offered on an individual case basis (ICB).