

# **WEST RIVER TELECOMMUNICATIONS COOPERATIVE**

**BOARD POLICY: 500**

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## **CAPITAL CREDIT POLICY**

### **I. OBJECTIVE**

It is the policy of WRT that margins from the operations of WRT will be accounted for in accordance with the Bylaws.

### **II. CONTENT**

#### **A. DEVELOPMENT OF A PATRONAGE BASE USED FOR THE ALLOCATION OF CAPITAL.**

1. This policy and its operations shall be subject to annual review by the Board of Directors, in consultation with staff, legal counsel and auditors.
2. Patronage derived capital credit allocations may be based on business between a member patron and particular departments, or in regards to particular goods or services, or upon classification of business according to type or nature thereof as determined by the Board of Directors.
3. The bylaws provide that capital credits are to be allocated to member patrons.
4. Generally all revenue received from business between member patrons and WRT shall be considered in developing the patronage base. However, the following revenue shall be excluded in the determination of the patronage base:  
Revenue from (1) sale of equipment and supplies, office services; (2) cellular related income; (3) leased facilities income; and (4) financed (timed-pay) income.

#### **B. RETIREMENT OF CAPITAL**

1. The Bylaws provide that allocated margins may be retired if in doing so it will not impair the financial condition of WRT. Factors to be considered should include:  
  
Compliance with loan covenants contained in WRT's mortgage agreements;  
Cash needs for the general operation of WRT;  
Cash needs for investment in plant facilities; and  
Cash needs for expansion of WRT's line of business.

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As provided in the Bylaws, capital credit accounts may be retired in full or in part at the discretion of the Board of Directors.

**Date: 1/27/14**

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## EQUITY MANAGEMENT

### **I. OBJECTIVE**

To set forth policy related to management of the cooperative's equity, as well as periodic rotation of patronage capital and other returns.

### **II. CONTENT**

#### **A. Equity Management Considerations**

1. Development and implementation of the board's plan to manage the cooperative's equity will take into account any relevant economic, strategic, regulatory and other considerations including:
  - a. The cooperative's growth prospects and need for infrastructure financing;
  - b. Factors such as patronage equity levels and return of capital as patronage dividends;
  - c. Impact of legislation, FCC rulings and other regulations;
  - d. Legal, tax and accounting matters.

#### **B. Approval of Equity Management Plan**

1. As directed by the board, on an annual basis cooperative management will prepare an equity management plan including the following elements:
  - a. Forecasted patronage and non-patronage equity based upon expected operating and nonoperating results;
  - b. Equity allocation consideration;
  - c. Annual special retirement plans, both patronage and non-patronage based;
  - d. Balance sheet cash reserve;
  - e. Equity goals.

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## **C. Monitoring and Correction of Equity Management**

1. Management shall be accountable for development and achievement of the cooperative's equity management plan, as approved by the board, and will report on progress toward the plan objectives as well as opportunities to improve the cooperative's plan and this policy.

**DATE:** The initial policy was established by the Board of Directors at its meeting on October 26, 2015

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## **CONTRIBUTIONS**

### **I. OBJECTIVE**

To establish a policy which will govern the contributions of WRT funds.

### **II. CONTENT**

Cash contributions greater than \$1,000.00 shall be considered by the Board. Information shall be provided to the Board when the meeting agenda is distributed so that the Board can adequately consider each request.

**DATE: 12/20/13**

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## **DISCLOSURE OF WRT INFORMATION**

### **I. OBJECTIVE**

To establish and explain the procedure through which members or others may obtain information regarding the operation of WRT.

### **II. CONTENT**

#### **A. EMERGENCY AND LIFE THREATENING SITUATIONS**

1. All calls requesting number information or IP identification/information for the purpose of preventing imminent loss of life, or serious bodily injury shall be routed to the Plant Department.
2. If practical, the plant person in charge will contact the CEO/GM or the person in charge of WRT at such time, reporting the situation.
3. If the situation is determined to involve risk of serious bodily injury or to be life threatening, service information may be released, but only to law enforcement personnel making the request. Information released by telephone shall be made on a call-back basis to assure the request is coming from a valid law enforcement agent.

#### **B. GENERAL REQUEST FOR INFORMATION**

1. It is recognized that the members are the beneficial owners of WRT and the persons most immediately interested in its welfare. They should be permitted, to the extent possible, to check the conduct of the affairs of WRT. Information requested shall not infringe upon any right to confidentiality on the part of employees or directors. It is recognized that to permit the several thousand members of WRT to access at will through the records would render impossible any attempt to keep the records efficiently, or the proper conduct of the business of WRT. Accordingly, this policy is established to balance the interests of the members of WRT with the responsibility that the employees and Board of Directors have to conduct the business of WRT. It is recognized that the Board of Directors has a responsibility to all of the members of WRT to verify that any request for information is made for a legitimate purpose, in good faith and in furtherance of the rights of such members. A request for inspection will not be granted to advance purposes which are hostile to WRT or its members, to aid a member in gratifying idle curiosity, to harass or annoy WRT or its management, or to advance speculative purposes. A request for information will also be denied when the purpose is to aid a business competitor of WRT seeking to injure it in some way.

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2. The following information will be made available to members at no charge upon request: rates, by-laws, tariff, subscriber policies and audited annual financial statements. Member location information may be given to courier services, other communications companies and the directory company retained by WRT, when requested.
3. Employee information will be released upon receipt of authorization by the affected employee only.
4. The following items are considered information which will be made available only upon direction of the CEO/GM.
  - a. Member addresses and service information
  - b. Member location
  - c. Member credit information or payment record
  - d. Annual and monthly operating reports, sales statistics and audit reports
  - e. All policies other than the subscriber policies
5. The following items are considered information which will be made available only upon direction of the Board of Directors. A request for information under this section must be submitted in writing addressed to the President of the Board of Directors. The request must state the reason for the same. The President will submit the letter requesting the information to the full Board, who after consideration, may direct the CEO/GM to provide the applicant with the information.
  - a. Membership lists
  - b. Board minutes, or excerpts of Board minutes, upon a proper request if the request is made in good faith and for a legitimate purpose.
  - c. Such other items deemed appropriate by the Board of Directors.
6. Director information considered as personal such as credit information or family information, will be released after receiving authorization from the Director.
7. All requests for documents classified by the CEO/GM as routine shall also be accompanied by a Request for Information form which has been completed and signed by the requestor. The completed form shall be submitted to the CEO/GM or his designee who shall determine if the request is legitimate.
8. WRT will comply with all requests made pursuant to legal process.

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9. Requests which are not determined to be for a proper purpose shall be denied. Any denial of a request for information shall be accompanied by an appropriate explanation. Any request which has been denied may be appealed to the Board of Directors and the Board shall make a final decision as to the request.

## C. **RELEASE OF CUSTOMER CALL RECORD AND INTERNET INFORMATION**

WRT has always maintained its customers' right to privacy of communications. WRT business records relating to customers are held in strict confidence and carefully safeguarded. However, WRT must respond to legal process requiring production of business and internet records, including call records. WRT will only honor demands of lawful authority in the form of a valid subpoena or administrative summons. This policy will protect our customers' right to privacy and respond to the legitimate needs of law enforcement for specific call record information and/or internet activity for investigating and prosecuting purposes.

Unless requested by the account holder or authorized agent or requested in writing authorizing the release of information to a third party, call records and internet information shall only be released under the express authorization of the CEO/GM of WRT, and in his/her absence the Customer Service Manager, and shall then only be released upon receipt of a civil or criminal subpoena or summons or similar legal process, valid on its face, issued under the authority of a statute, court or a Congressional or other legislative body.

The customer whose call records or internet information are subpoenaed shall be notified by telephone the same day and by written notification within twenty-four hours, except as stated below.

Notification to the customer will be deferred, and no disclosure made for a period of 90 days if there is a certification for non-disclosure in the subpoena or summons. The 90 day period may be extended for successive 90 day periods, upon a written application from the individual who procured the issuance of the original subpoena or summons. Within five days after the expiration of the period of non-disclosure, the customer will be notified of the subpoena.

To guard against the inadvertent disclosure of the existence of a subpoena for which a certification is in effect, the following reply should be made: "We automatically notify the customer within twenty-four hours, unless we have been directed in writing by law enforcement not to disclose such subpoena for a specified period of time because it would interfere with enforcement of the law."

A customer may request Call Detail records only by written permission (see attached example). The information will be sent to the address of record.



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## **D. REQUEST FOR COIN TELEPHONE CALL RECORDS**

1. When toll information from a public telephone is requested by a subpoena or summons, no notification to anyone is required.
2. When toll information for a semi-public telephone is required, notification to the customer shall be made in accordance with the above.

## **E. REQUEST FOR TRADE SECRETS INFORMATION**

In addition to the above information, the information that will not be furnished without compliance with this policy, and approval by the CEO/GM, includes, but is not limited to, any information which constitutes a trade secret, process, program, trademark, or other legally protectable confidential information or thing owned, or protected in confidentiality by contract, agreement, or legal duty by or about the Company.

“Trade secret” shall mean information, including a formula, pattern, compilation, program, device, method, technique, or process, that:

- (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy .

## **F. ACTION UNDER LEGAL PROCESS**

In the event any employee is served with legal process, such employee shall immediately contact the CEO/GM or the Customer Service Manager for instructions, and in the meantime no information or documents shall be released. Any type of oral or written demand other than a subpoena or summons should be refused and the request referred to the CEO/GM or Customer Service Manager.

The statutory authority for the issuance of administrative summonses by Bureau of Alcohol, Tobacco and Firearms, U. S. Department of Treasury and the Internal Revenue Service requires the passage of a certain amount of time before release of the information or documents requested. All such requests shall be submitted to Legal Counsel for WRT for specific instructions as to the procedure to be followed.

Authority: Section 8-10-09, NDCC; Chapter 12.1-15 NDCC; 47USC Section 605; 18USC Sections 2510-2520; IRC Sec 7609; Sec. 11-16-15, NDCC; Sec. 49-31-25; S. Dak. Code; Section 49-31-26, S. Dak. Code.

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## **III. RESPONSIBILITY**

- A.** It shall be the CEO/GM's responsibility to administer this policy with respect to employed personnel and to forward any request for such information under Section II B (5) to the President of the Board of Directors.
- B.** It shall be the responsibility of the Board President to submit requests to the full Board for consideration.
- C.** Each member of the Board of Directors shall be responsible for calling to the attention of the President, for discussion before the full Board, any nonadherence to this policy.
- D.** An employee of WRT shall be present during the period of examination of records by the member.

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## WEST RIVER TELECOMMUNICATIONS COOPERATIVE REQUEST FOR INFORMATION

To efficiently comply with Requests for Information, WRT requires you to complete and sign this form when you request information. You will be asked to pay for labor costs in researching and making copies.

It is important that you state the purpose for requesting the information since requests which do not state a proper purpose will be denied. You will be provided with an appropriate explanation of the reason for the denial and you may appeal the denial to the Board of Directors of WRT.

-----  
-- NAME: \_\_\_\_\_ DAYTIME PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

### INFORMATION REQUESTED

#### DOCUMENT

#### PURPOSE

- 1.
- 2.
- 3.

Do you wish to be informed of estimated reproduction costs before the documents are reproduced? Yes \_\_\_\_\_ No \_\_\_\_\_

Signature \_\_\_\_\_

### FOR USE BY WRT

<u>DATE BY</u>	<u>ACTION</u>
___	___ Request received.
___	___ Denied. No proper purpose stated.
___	___ Denied. No documents or records in existence.
___	___ Copying labor costs estimated and reported to requestor. Est. \$
___	___ Requestor declined to pay costs.
___	___ Requestor informed copies ready. ACTUAL COST: \$
___	___ Documents delivered. Payment received.

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## Disclosure of CPNI/Call Detail Records on Customer's Request

Pursuant to the requirements of Section 222 of the Communications Act and the FCC's CPNI Rules (subpart U of Part 64 of the FCC Rules), WRT IS UNABLE TO PROVIDE ANY INFORMATION REGARDING YOUR ACCOUNT TO ANOTHER PARTY WITHOUT YOUR EXPRESS WRITTEN PERMISSION TO DO SO. Below is a sample letter for you to send to WRT granting WRT permission to disclose CPNI. You may revoke this Grant of Permission by writing to us or calling 701-748-2211. You will be asked to pay for labor costs in researching and making copies.

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
WRT Phone Number \_\_\_\_\_  
Date \_\_\_\_\_

WRT  
Attn: Customer Service Manager  
PO Box 467  
Hazen, ND 58545

Dear WRT:  
(Please check one of the below options)

- A. ☐ Please provide Call Detail to myself for the following phone numbers & time period:  
B. ☐ I give my written permission for WRT to release Call Detail Information to \_\_\_\_\_  
\_\_\_\_\_ for the following phone numbers and time period:

Phone Number(s) \_\_\_\_\_

Date & Time Requested \_\_\_\_\_

Date & Time Requested \_\_\_\_\_

Date & Time Requested \_\_\_\_\_

Incoming Call Records (YES / NO)

Outgoing Call Records (YES / NO)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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## **MEMBER ATTENDANCE AT BOARD MEETINGS**

### **I. OBJECTIVE**

To enable the members of WRT to meet with the Board of Directors and to establish the appropriate procedures relating to such attendance.

### **II. CONTENT**

- A.** The members will be afforded every opportunity to meet with the CEO/GM and/or staff personnel to resolve any concerns or problems without the necessity of attending a Board meeting.
- B.** If the above effort fails, then the Board President shall schedule a time on the next meeting agenda to hear the requesting member(s).
- C.** If the group is large, they may be requested to limit the group to a representative number. Once the member(s) is heard by the Board, the member(s) will be excused and the Board shall proceed with its regular meeting agenda.
- D.** The Board will not take action or make a decision on the member(s) request until the Board resumes its regular Board meeting and can further consider the matter after the member(s) has retired. The CEO/GM shall be responsible for advising the member(s) of the decision or action subsequently taken by the Board.
- E.** All of the above shall be carried out in the spirit of WRT's intent to be completely open and frank with its member-owners and to be very sensitive and responsive to their needs and concerns.
- F.** If a meeting with the Board is requested, the CEO/GM shall inform the President.

**DATE: 11/26/12**

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## SUBSCRIBER SERVICES

### **I. OBJECTIVE**

To identify the manner in which certain aspects of subscriber service or subscriber relations are to be provided.

### **II. CONTENT**

#### **A. Rates**

The rates to be charged for WRT services shall be those rates approved by WRT's Board of Directors. Evidence of the Board's action shall be provided to the North Dakota Public Service Commission and the South Dakota Public Utilities Commission for informational purposes only as no formal PSC/PUC action or approval of local rate changes is required. Changes to access rates and Extended Area Service (EAS) rates may require PSC/PUC action in addition to WRT Board review.

#### **B. Extension Products and Services**

Extension products and services shall be installed in the place of residence of any subscriber and/or in any out building under actual physical control of the subscriber at such cost or rates as determined by the Board. No extension products and services shall be installed in a residence or household other than the actual residence or household of the person receiving main station service.

#### **C. Credit Due to Service Interruption**

WRT does not guarantee uninterrupted working of its lines or equipment. In case service is interrupted otherwise than by the negligence or willful act of the subscriber, an adjustment will, upon application by the subscriber, be made in the amount of the charges for such service, equipment, and facilities furnished as are rendered useless or inoperative. Any adjustment shall apply only to the period the interruption continues beyond twenty-four hours after notice of the interruption is received by WRT. No other liability shall in any case attach to WRT. A request for adjustment on the subscriber's bill must be made within 45 days from the period of the trouble, interruption, or billing question. This information is to be listed in the informational pages of WRT's telephone directory.

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## **D. Purchased/Returned Merchandise**

WRT will honor the manufacture warranty by repairing or replacing new or refurbished equipment purchases.

Upon approval of authorized personnel, replacement equipment may be loaned to a customer, if available, until customer's equipment is repaired or replaced.

WRT will refund the price in full if the equipment is returned unused with no parts missing. No refund will be made for 'special' orders.

## **E. Disconnects**

1. Any subscriber may order WRT to discontinue their services as of a specific date. However, the subscriber will be responsible for all services on the premises up to and including the date the service was ordered discontinued. If a subscriber discontinues the use of WRT's service without notifying WRT, the subscriber will be responsible for all service on the premises until such time as the service is disconnected by WRT. If a subscriber has service for less than one month, a minimum charge of one month's services and the service connect fee will apply.
2. In the case of joint-membership when WRT is notified by either party that they are having marital difficulties and a dispute arises concerning the disconnection of service, WRT shall delay the disconnection for a period of forty-eight hours to allow the spouse time to apply for service.
3. When WRT receives a request for a name change and, if the account has not been delinquent, WRT will not request a credit deposit. If the account has been delinquent or been disconnected for non-pay, a credit deposit should be requested. The amount will be determined by the Credit Department. The service order charge is waived on name changes for family members.

## **F. Call Trace**

No employee of WRT will initiate a call trace without written authorization from the person requesting the trace. This request should be made through WRT's business office. The phone must be in the name of the person making the request. If the customer is married and husband and wife are living at the same location, both must sign the authorization form, except where the other spouse is believed to be the person making the calls, and in such situation, the application needs to be signed by only one of the customers.

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The call trace will be put on the subscriber's line from the Hazen Headquarters, when written authorization is received. All calls will be registered at WRT Headquarters.

If possible, WRT requires at least two traces before turning the information over to the law enforcement authorities. WRT requires a signed letter of request from the law enforcement authorities before turning over information. Under no circumstance will this information be turned over to the subscriber requesting the trace.

In a situation where a law enforcement agency requests WRT to trace a line without the subscribers consent, whether originating or terminating, WRT will require a court order. All information concerning such calls will be handled by the Operations Manager. In the absence of the Operations Manager, the 'In-Charge' employee shall handle such matter. The CEO/GM shall be kept informed of matters covered by this policy.

G. Subscriber Requests for Telephone Number portability between WRT Certified Area or Out of Certified Area

WRT will not allow number portability between exchanges in its certified area or out of its certified area. The only exception to this policy is when the following criteria is met: existing subscriber wants to port an existing telephone number to another exchange within WRT's area and the calling plan for the exchange is the same. This exception must be approved by the CEO/GM.

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## CREDIT PROCEDURES

### **I. OBJECTIVE**

To identify the procedure to be followed in the establishment and administration of a subscriber's credit status with WRT.

### **II. CONTENT**

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

Customers will receive credit classifications based on the following criteria:

1. "A" - A customer who always pays prior to the due date.
2. "B" - A customer with a good credit history, timely payment and no treatments to an account.
3. "C" - A customer who is, or has been, two months delinquent within the past 12 months.
4. "D" - A customer who is delinquent and has received a final notice within the past 12 months. Also, a customer who has been disconnected for non-payment once within six months and/or has had two NSF checks within six months.

- B. To protect WRT from potential non-payment of charges due for service rendered, WRT may require any subscriber to establish and maintain the subscriber's credit status in one or more of the following ways:

1. By furnishing references acceptable to WRT. Information required at the time of application for service include:
  - a. Social Security Number
  - b. Birth date
  - c. Mailing address - a post office box, street or rural mailing address
  - d. Previous telephone number
  - e. Business references for business accounts

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2. By means of a credit deposit based on credit history. A credit deposit may be required for receipt of essential and/or non-essential services. The size of the deposit will be at the discretion of WRT's Credit Department. For Lifeline or Enhanced Lifeline customers, no credit deposit is required for essential services.
3. By providing a suitable guarantee of payment form prescribed by WRT when the applicant is under 18 years of age and applying for service. The subscriber signing the Guarantee of Payment form must receive service from WRT and must have a good credit standing with WRT.

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

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

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## COLLECTION PROCEDURES & DISCONNECT FOR NON-PAY

### **I. OBJECTIVE**

To establish the procedure to be followed to collect amounts due WRT for service rendered and the action to be taken by WRT in the event of account delinquency.

### **II. CONTENT**

For customers who are delinquent the following procedures will be followed:

- A.** Current monthly bills are due and become delinquent if not paid on or before the date specified on the bill.
- B.** If a customer's bill is delinquent and no payment has been received:
  - 1. A final notice will be included in the monthly billing statement reminding the customer to pay the billed amount in full or customer may be subject to disconnect.
  - 2. Customer will be disconnected for non-payment if full payment is not received or prior arrangements are not made by the date showing on the final notice.
  - 3. A customer will not be disconnected for non-pay if bill is less than \$20.
- C.** Customers have the opportunity to notify the Credit Department to make special payment arrangements prior to the final service date specified in the final notice. WRT is not responsible for contacting the customer by phone to request payment or arrange a payment date. In lieu of complete disconnect, WRT may at its discretion, put customer on complete toll restriction until a bill is paid in full. At that time, a credit deposit may be required to have the toll restriction lifted. If the customer has been placed on mandatory toll restriction and no payment has been made toward the account as agreed upon, the customer will be disconnected from essential services also. Customers placed on mandatory toll restriction will not be charged toll restriction fees.

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- D. If payment arrangements have not been made by the final due date, or if the special payment arrangements have not been adhered to as agreed, a service order shall be issued to suspend essential and non-essential service. A written notice is sent to the customer if it becomes necessary to disconnect.
- E. Any amounts currently owed to the subscriber by WRT will be applied to delinquent customer bills.
- F. A customer issuing a non-sufficient fund check for a delinquent account will be given five days to pay the delinquent bill. The customer will be notified either in writing or by a telephone call. If the account is not paid or arrangements have not been made within the five days, service will be disconnected for non-payment and be subject to the reconnect fee plus a NSF charge per the WRT Tariff.
- G. When an account has been disconnected for non-pay, prior to reconnection, payment and any required deposit must be mailed, delivered or remitted by any form of electronic payment to the commercial office. Unless authorized by a supervisor, the outstation employee will not accept a check, money order or cash at locations other than Beulah, Mobridge or Hazen. The customer should go through the normal procedure of mailing, delivering or remitting by any form of electronic payment to the Beulah, Mobridge or Hazen office before service can be reinstated.

In the event service is disconnected for non-payment, service will be restored upon receipt of payment. If payment is made via check and the check is returned for non-sufficient funds, service will be disconnected without further notice and the account will be subject to the reconnect fee plus a NSF charge per the WRT tariff.

## H. Late Payment Charges

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

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

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

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

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## LINE CONSTRUCTION

### **I. OBJECTIVE**

To identify those circumstances in which providing service may involve substantial additional costs to WRT and to identify the responsibility of the potential subscriber in such situations.

### **II. CONTENT**

#### **A. Aid to Construction**

1. When line construction is required to make service available to a future subscriber, the applicant will be required to provide some assurance that the service installation is of a permanent nature before any line construction may commence.
2. This action may be accomplished by requiring the applicant to make a payment to WRT based on the route distance from subscriber location to the nearest, reasonable and serviceable network facilities. The Aid to Construction requirements are as follows:

<u>DISTANCE</u>	<u>AID TO CONSTRUCTION PAYMENT</u>
0 - 5,280' (one mile)	NC
Anything over 5,280'	\$1.00 per foot

Aid to Construction will be paid back after ten years of continuous service. The Aid to Construction will be repaid to the person making the deposit, their designee or their successor in interest.

Aid to Construction payments will not be considered as part of the patronage base. Forfeited Aid to Construction payments will not be considered part of the patronage base.

3. If unusual expenses occur, such as railroad crossings, boring four lane roads, permitting fees, these unusual costs will be additional to the applicant.
4. If service is requested to a previously served farmstead and services are not available due to redesign of plant facilities, line construction costs may be waived.
5. This policy applies to residential customers and main business locations. For all other line construction, the customer making the request shall be required to pay the entire cost attributable to such construction. Cost sharing arrangements will be at the discretion of the CEO/GM.

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## **B. Temporary Service Connection Charge**

1. For temporary service connections, the customer will be charged an activation charge, labor and material. Removal of temporary cable will be completed by WRT. Removal charges are included with installation charges. No refund will be applied for used materials such as protector, wire, or phone jacks billed to the job during installation of the temporary service.
2. In cases where WRT is unable to install permanent facilities in a reasonable timeframe due to WRT's possible construction scheduling issues, temporary facilities can be placed if under 1000 feet and the temporary facility will not cause a safety hazard. Exceptions to this policy will be at the discretion of the CEO/GM.

## **C. Requests for Service from Applicants Outside WRT's Certified Area**

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

**DATE: 12/13/19**

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## **RIGHT-OF-WAY ACQUISITION**

### **I. OBJECTIVE**

To establish the procedure to be followed in obtaining right-of-way agreements, legally recording those agreements, and the circumstances in which compensation for surface disturbance damage may be due the landowner.

### **II. CONTENT**

#### **A. Obtaining Right-Of-Way Agreements**

1. The acquisition of right-of-way agreements shall be obtained by an employee or agent of WRT.
2. Proper easements, right-of-ways, or permits will be obtained before facilities are placed on that property.
3. Condemnation proceedings are authorized to acquire rights-of-way to properly route telecommunications facilities when right-of-way agreements cannot be obtained.

#### **B. Recording Right-Of-Way Agreements**

1. All right-of-way agreements for network facilities shall be properly recorded (fees paid by WRT) in the appropriate county on a timely basis.
2. All old existing agreements shall be maintained in WRT's Headquarters office and will be recorded only in special cases unless circumstances dictate otherwise.

#### **C. Compensation for Right-Of-Way Agreements**

1. Right-of-Way Agreements will be compensated for at \$1.00 per rod with a minimum payment of \$25.00 for local loop and \$2.00 per rod for toll facilities with a minimum payment of \$50. No payments shall be made in the following situations:
  - a. When the landowner requests relocation.
  - b. When the easement only serves the landowner as the subscriber and no further growth is anticipated.



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2. Landowners or tenants may be compensated for surface disturbance damages suffered as a result of telecommunications facilities construction on the right-of-way. Crop damages should be based upon a yield and price statement for the affected property. Exceptions to this reimbursement schedule must be approved by the CEO/GM.

**DATE: 12/13/19**

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## **DAMAGE TO UNDERGROUND FACILITIES**

### **I. OBJECTIVE**

To establish WRT's buried cable location procedures and the procedures to be followed in the event of cable damaged by others.

### **II. CONTENT**

#### **A. Locating WRT Facilities**

1. WRT facilities are constructed adequately below the ground surface to eliminate damage to the facilities that would be caused by normal above ground activities.
2. WRT will locate its underground facilities during normal working hours and during the normal work week the first time at no cost to the individual requesting the location. At least 48 hours advance notice is required.
3. WRT operates in accordance with North Dakota and South Dakota One- Call laws and regulations.

#### **B. Damage to Underground Facilities**

1. The responsible party will be issued an itemized statement for all costs involved to repair damaged facilities. The responsible party will be financially obligated to pay for repair costs without the necessity of WRT establishing "fault."
2. The billing statement for repairs of cables may be adjusted or eliminated if extenuating circumstances warrant such action. Such adjustments will require the approval of the Operations Manager.
3. No statement will be issued if WRT's facilities were improperly or inadequately located. Determination of proper or improper cable location work will be at the discretion of WRT management following a review of the circumstances involved.

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## **C. Construction on Major Outside Contractor Projects**

1. The following additional guidelines will apply to all large scale construction projects where numerous cable crossings are expected by a single contractor:
  - a. When WRT facilities are located for the purpose of engineering a road or other construction type project, WRT will charge time and materials for these locates.
  - b. WRT's facilities will be located at no cost to the contractor, the first time. However, WRT may require a deposit from the contractor as a form of guarantee to pay for anticipated cable repairs. Such deposit amount shall be negotiated with the contractor involved.
  - c. The contractor shall be responsible for exposing all WRT facilities prior to crossing. Total exposure, by hand digging only, will be a minimum two feet all around the cable.
  - d. The contractor will also be responsible for exposing all damaged WRT facilities, digging the splice pits, and covering the splice pits to restore the above ground surface.
  - e. If by mutual agreement between WRT and the contractor a WRT cable must be cut prior to crossing the cable with the contractor's plow or backhoe operation, only WRT personnel will be allowed to cut the facility.
  - f. The contractor will be billed by WRT for all cables cut and/or damaged. The billing will include all direct labor, overheads, and materials required to repair or replace the cable.
  - g. Advance notification of work to be performed by the contractor will be required in accordance with North Dakota and South Dakota law.
2. WRT will endeavor to work with outside contractors as much as possible to prevent any cable damage.

**DATE: 12/14/18**

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## CUSTOMER INTERNET SERVICE ACCEPTABLE USE POLICY

### **I. OBJECTIVE**

To provide high quality internet services to its customers. WRT has adopted the following Acceptable Use policy to ensure the integrity of its service and to provide a high quality customer experience. By accessing WRT's internet services, the customer accepts the terms of this policy and agrees to be bound thereby.

### **II. CONTENT**

- A.** Each internet service account is for one household or one business and the customer is responsible for unauthorized use of the account by third-parties. Customer will not resell or redistribute the service to others.
- B.** WRT will provide up to five 1 GB email addresses for residential accounts and up to ten 1 GB email addresses for business accounts for each internet customer. These email addresses will be a source to contact the customer with the information that is related to the internet. An overage fee may be charged if an email address is over 1 GB in size. WRT is not liable for any damages due to the loss of information contained in customer email.

Customers will not use the service for spamming (sending unsolicited messages, bulk email or other solicitations). Customer will not alter, remove or forge email headers, or take any action to deceive the recipient of email as to the sender's true identity. Customer will not reference WRT in any email in order to mislead the recipient. Customer will not use the service to fraudulently or illegally access the accounts of others, penetrate the security measures of the service or other systems, or to disrupt the service or services of any other user, host, business or network. This includes attempting to access any unauthorized computer system, network, business, account or any other proprietary material, or using any processes or programs to compromise the security of any of the foregoing, mail bombing or flooding or any other activity that disrupts the services of any other user, host, business or network. Anyone found to be using this Service for any of these purposes will have their account(s) disabled.

- C.** A customer may have one 3.5 Meg web page per account for their home page. It is up to the customer to create or have their home page created. Once the page is created, WRTY will activate the page.

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- D. Customer will not use the service to send, receive or use any data, files or information which infringes upon the patents, trademarks, copyrights, trade secrets or proprietary rights of another person or entity.

WRT is committed to complying with US copyright and related laws and requires all customers and users to comply with these laws.

WRT is registered under the Digital Millennium Copyright Act of 1998 (DMCA) to receive notices of copyright infringement by users of WRT's internet services. Protected materials include but are not limited to, digital music, movies, photographs, audio books and software.

When WRT receives an authorized notice from a content provider that Customer is in violation of copyright law or regulation or has illegally obtained copyright-protected material, WRT will provide notice to Customer using the procedures in this section, which include several notices if the customer does not comply. In these procedures, the first notice will be provided to any customer that has not had any copyright violations within the previous twenty-four (24) months, otherwise the second notice will be the initial notice provided.

## 1. Individual Customer Notice Procedure

- a. 1st Notice. WRT will provide notification to Customer to explain copyright infringement and to request that the Customer take remedial action to resolve the copyright violation. "Remedial action" will include, but not be limited to, (A) securing the Customer's router, (B) removing copyright material and (C) educating family members.
- b. 2nd Notice. WRT will provide notification and directions for Customer to take remedial action.
- c. 3rd Notice. WRT will provide legal notification and notice of product and service termination risk.
- d. 4th Notice. WRT will provide product and service termination warning.
- e. 5th Notice. WRT will provide all relevant customer information to the copyright holder, its agent or other collection agencies to facilitate compliance and payment of damages for illegal use of intellectual property.

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## 2. Business Customer Notice Procedure

- a. 1st Notice. WRT will provide notification to Customer to explain copyright infringement and to request that the Customer take remedial action to resolve the copyright violation. "Remedial action" will include, but not be limited to, (A) removing copyright material, (B) educating employees and (C) securing non-public use infrastructure.
- b. 2nd Notice. WRT will provide notification and directions for Customer to take remedial action.
- c. 3rd Notice. WRT will provide legal notification and notice of product and service termination risk.
- d. 4th Notice. WRT will provide product and service termination warning.
- e. 5th Notice. WRT will provide all relevant customer information to the copyright holder, its agent or other collection agencies to facilitate compliance and payment of damages for illegal use of intellectual property.

## 3. Public Internet Access (Schools, Hotels, Motels, Business Lobbies, Truck Stops and the like).

- a. WRT will provide notification to Customer to explain copyright infringement and to request that the Customer take remedial action to resolve the copyright violation. "Remedial action" will include, but not be limited to, (A) removing copyright material, (B) educating employees and (C) securing non-public use infrastructure.

- E.** Customers are solely responsible for everything contained in their own personal home pages. WRT does not verify, endorse or otherwise vouch for the contents of any personal home page. Customers can be held legally liable for the contents of their personal home pages and may be held legally accountable.

No offensive material or links to sites deemed inappropriate by WRT shall be allowed. Customer will not use the service for any purpose that violates local, state or federal laws or that promotes illegal activity including, but not limited to child pornography, sexually oriented products and services, escort services, drugs, drug paraphernalia, stolen or illegal goods or services, instructions on how to assemble weapons of mass destruction, racially bias material, slanderous material, any

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gambling, raffles, lotteries, pyramid or ponzi schemes. Customer will not impersonate another user, falsify identifying information in any post or transmission in order to mislead or forge another's digital or manual signature.

- F.** The customer agrees not to transmit through the service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. The customer further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited.

Customer acknowledges and agrees that WRT neither endorses the contents of any customers communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby.

- G.** The customer understands and agrees that any material and/or data downloaded or otherwise obtained through the use of this service is done at member's own discretion and risk and that the customer will be solely responsible for any damage to customer's computer system or loss of data that results from the download of such material and/or data.
- H.** Customer must take appropriate security precautions for any device or system connected to the service. Customer must secure any wireless network devices (i.e. routers) connected to the service. Unsecure wireless networks are subject to service termination as they are operating as a pseudo ISP. Customer will not transmit viruses, worms, Trojan horses, denial of service attacks or any other harmful software or code, bomb, key or bot. Customer must use standard practices to prevent harmful transmissions and to protect their computer system(s) and connected devices. WRT will take appropriate action for repeat harmful transmissions, up to including termination of services.
- I.** The customer agrees to indemnify and hold harmless WRT, its subsidiaries, affiliates, officers and employees, for any loss, liability, claim, damage, and expenses (including reasonable attorneys' fees) arising from or in connection with WRT's technical service, internet service, the contents of the customer's personal home page, use of the member's e-mail account or any other internet service provided by WRT.

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- J.** WRT makes no warranty that the service will meet customer requirements, or that the service will be uninterrupted, timely, secure, or error free; nor does WRT make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained through the service or that defects in the software will be corrected. WRT will not be responsible for any losses due to interruptions to the internet service. This service is provided on an “as is” and “as available” basis.
- K.** All usage of the service is under the discretion of WRT. WRT reserves the right to modify or discontinue a customer’s internet with or without notice to customer. WRT shall not be liable to the customer or any third party should WRT exercise its right to modify or discontinue internet service. WRT management will review all alleged violations of the policy on a case by case basis. Clear violations of policy which are not promptly remedied by the relevant customer may result in action including, but not limited to immediate termination of service and forfeit of all fees paid to date. A failure by WRT to enforce any provision in this policy shall not be construed as a waiver of any right to do so at a later date.
- L.** This policy may be supplemented with additional terms from time to time. Those additional terms may be found on WRT’s website.

**DATE: 12/14/18**



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## **CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)**

### **I. OBJECTIVE**

To establish and explain operating procedure for compliance with Customer Proprietary Network Information (CPNI) rules.

#### **A. DEFINITIONS**

CPNI is – Information that relates to the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier. It is information made available to the carrier by the customer solely by virtue of the carrier-customer relationship. Examples are: sensitive personal information; types of services purchased; optional services used; phone numbers called; time, date and duration of calls; calling patterns; frequently called states; amount the customer spends on communication services; and type of network to which the customer subscribes.

CPNI is not - Subscriber list information, aggregate information or information we get from customers in ways other than through the provision of service. Examples are: customer information listed in the telephone directory; collective data that relates to a group or category of services or customers from which individual identifying characteristics have been removed; and public records obtained from a courthouse.

Call Detail Information is - Information that pertains to the transmission of specific telephone calls, including, for outbound calls, the number called, and the time, location or duration of any call and, for inbound calls, the number from which the call was placed, and the time, location, or duration of any call.

Call Detail Information is not – Products, types of service customer subscribes to, technical configuration or amount customer owes.

### **II. CONTENT**

WRT (the “Company”) has implemented the following procedures to ensure that it is compliant with Part 64 of Title 47 of the Code of Federal Regulations, Subpart U – Customer Proprietary Network Information (CPNI), § 64.2001 through § 64.2011.

#### **A. Compliance Officer**

The Company has appointed a CPNI Compliance Officer. The Compliance Officer is responsible for ensuring that the Company is in compliance with all of the CPNI rules. The Compliance Officer is also the point of contact for anyone (internally or externally) with questions about CPNI.

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## **B. Employee Training**

The Compliance Officer arranges for the training of all employees on an annual basis, and more frequently as needed. Any new employee is trained when hired by the Company. The training includes, but is not limited to, when employees are and are not authorized to use CPNI, and the authentication methods the company is using. The detail of the training can differ based on whether or not the employee has access to CPNI.

After the training, all employees are required to sign a certification that they have received training on the CPNI rules, that they understand the Company's procedures for protecting CPNI and they understand the Company's disciplinary process for improper use of CPNI.

Employees are instructed that if they ever have any questions regarding the use of CPNI, or if they are aware of CPNI being used improperly by anyone, they should contact the Compliance Officer immediately.

## **C. Disciplinary Process**

The Company has established a specific disciplinary process for improper use of CPNI. The disciplinary action is based on the type and severity of the violation and could include any or a combination of the following: retraining the employee on CPNI rules, notation in the employee's personnel file, formal written reprimand, suspension or termination.

Any employee that knowingly causes a "breach" (when a person without authorization, or exceeding authorization, has intentionally gained access to, used, or disclosed CPNI or intentionally uses CPNI to do harm to a customer or to obtain self-profit from use of the CPNI) will be subject to immediate termination.

The disciplinary process is reviewed with all employees.

## **D. Customer Notification and Request for Approval to Use CPNI**

The Company has provided notification to its customers of their CPNI rights and has asked for the customer's approval to use CPNI via the opt-out method. A copy of the notification is also provided to all new customers that sign up for service.

The status of a customer's CPNI approval is prominently displayed as soon as the customer's account is accessed so that employees can readily identify customers that have restricted the use of their CPNI.

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For the customers that have opted-out and said the Company cannot use their CPNI, that decision will remain valid until the customer changes it.

The Company sends the opt-out notice every two years to those customers that have not previously opted out.

The Company will provide written notice within five business days to the FCC of any instance where the opt-out mechanisms do not work properly, to such a degree that consumers' inability to opt-out is more than an anomaly.

A copy of the most recent notification is kept in the CPNI official files.

## **E. Marketing Campaigns**

If the Company uses CPNI for any marketing campaign, the Compliance Officer will review the campaign and all materials to ensure that it is in compliance with the CPNI rules.

The Company has a process for maintaining a record of any marketing campaign of its own, or its affiliates, which uses customers' CPNI.

## **F. Authentication**

The Company does not disclose any CPNI until the customer has been appropriately authenticated as follows:

1. **In-office visit** - the customer must provide a valid photo ID matching the customer's account information.
2. **Customer-initiated call if using a password** – the customer must provide his/her pre-established password and must be listed as a contact on the account. If the customer cannot provide the password or the answer to the back-up authentication, the customer is re-authenticated, without using readily available biographical information or account information, and a new password is established.
3. **Customer-initiated call if not using a password** – the customer is authenticated by providing an answer to a pre-established question and must be listed as a contact on the account.

If the customer wants to discuss call detail information that requires a password, the following guidelines are followed:

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- If the customer can provide all of the call detail information (telephone number called, when it was called, and the amount of the call) necessary to address the customer's issue, the Company will continue with its routine customer care procedures.
  - If the customer cannot provide all of the call detail information to address the customer's issue, the Company will: (1) call the customer back at the telephone number of record, (2) send the information to the address of record, or (3) ask the customer to come into the office and provide a valid photo ID.
4. **Written request for Call Detail Information** – The customer may request that call detail information (incoming or outgoing call records) be released to the address of record.

**G. Notification of Account Changes**

The Company promptly notifies customers whenever a change is made to any of the following:

- Password
- Customer response to a back-up means of authentication for a password.
- Online account.
- Address of record.

The notification to the customer will be made either by a Company-originated voicemail or text message to the telephone number of record or sent to the address (postal or electronic) of record.

The Company has a process for tracking when a notification is required and for recording when and how the notification is made. When a change is made to a customer's record a Customer Service Representative will notify the customer in writing that a change has been made to their account. The letter is sent to the address of record and a copy of the letter is placed into the Company's read file.

**H. Notification of Breaches**

Employees will immediately notify the Compliance Officer of any indication of a breach. If it is determined that a breach has occurred, the Compliance Officer will do the following:

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- Notify the United States Secret Service (USSS) and the Federal Bureau of Investigation (FBI) as soon as practicable, but in no event later than 7 business days after determination of the breach. The notification will be via the FCC link at <http://www.fcc.gov/eb/cpni>.
- Notify customers only after 7 full business days have passed since notification to the USSS and the FBI, unless the USSS or FBI has requested an extension.
- If there is an urgent need to notify affected customers or the public sooner to avoid immediate and irreparable harm, it will be done only after consultation with the relevant investigating agency.
- Maintain a record of the breach, the notifications made to the USSS and FBI, and the notifications made to customers. The record should include dates of discovery and notification, a detailed description of the CPNI that was the subject of the breach, and the circumstances of the breach.
- Include a summary of the breach in the annual compliance certificate filed with the FCC.

## **I. Annual Certification**

The Compliance Officer will file a Compliance Certification with the FCC by March 1 of each year, for data pertaining to the previous calendar year.

## **J. Record Retention**

The Company retains all information regarding CPNI in a CPNI file. Following is the minimum retention period established for specific items:

- CPNI notification and records of approval – one year
- Marketing campaigns – one year
- Breaches – two years
- Annual certification – five years
- Employee training certification – two years
- All other information – two years

**DATE: 11/26/12**

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## **RED FLAG POLICY** **Identity Theft Prevention Program**

### **I. OBJECTIVE**

To establish procedures to identify, detect, prevent, and mitigate identity theft in connection with the opening and maintenance of Covered Accounts at West River Telecommunications Cooperative (WRT).

### **II. SCOPE**

- A.** This policy is adopted as required by the Federal Trade Commission's "Red Flag Rules." 72 CFR 217
- B.** The scope of this policy is relative to the low risk of exposure to consumer fraud through telecommunications accounts, generally, and the special factors that apply to WRT specifically.
- C.** WRT is not aware of any past security breach or unauthorized access to the systems it uses to store the identifying information of its customers. WRT believes the historical absence of identity theft for this company is due to (1) the limited nature of the services and credit provided to its customers, both of have been tied to an immovable physical location; (2) the relatively small size of any customer deposits or member capital credit retirement checks; (3) the small number of customers served by WRT; (4) the relatively low rate of change in WRT's customer base; and, (5) WRT's policies for the safeguarding of customers' identifying information and for the retention of electronic records.
- D.** WRT has implemented procedures to protect customer proprietary network information ("CPNI") as required by the Federal Communications Commission ("FCC"). 47 CFR 64 These procedures protect the individually identifiable information created by each customer's relationship with WRT. As part of its CPNI procedures, WRT has appointed a CPNI Compliance Officer.

### **III. CONTENT**

- A.** The **WRT Identity Theft Prevention Program** will be supervised by WRT's CPNI Compliance Officer.
- B.** Definitions. In this policy, these terms shall have the following meanings:
  - 1. **"Identifying information"** means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including, but not limited to, name, Social Security Number, date of

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birth, government issued driver's license or identification number, alien registration number, passport number, employer or taxpayer identification number, or address.

2. **"Identity Theft"** means a fraud, committed or attempted, using the identifying information of another person without authority.
3. **"Red Flag"** means a pattern, practice or specific activity that indicates the possible existence of identity theft.
4. **"Covered Account"** means a customer account for which there is a reasonably foreseeable risk from identity theft. WRT's Covered Accounts are identified in section III. C. of this Policy.
5. **"Customer"** means any natural person, legal entity or political body who subscribes to any of the services provided by WRT.
6. **"Member"** includes only those customers who subscribe to WRT's voice or broadband service.
7. All terms not defined in this policy are intended to be interpreted as defined in the Red Flag Rules.

**C. The following are **Covered Accounts** and, therefore, subject to the terms of this **Identity Theft Prevention Program**:**

1. All customer accounts where the customer is allowed to pay for service after the services have been provided. Payments for services are due within 30 days of billing.
2. All customer accounts where WRT has obtained a deposit which may eventually be refunded to the customer.
3. All capital credit accounts maintained for WRT members and former members.

**D. The **Identity Theft Prevention Program** includes the following steps:**

1. Identifying and Detecting Red Flags. The following signs shall be considered Red Flags, and as applicable, will require the identified initial actions:

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- a. Alerts, notifications, or other warnings from consumer reporting agencies or service providers. *Detected by receipt of such notifications. Required Action: Report any such notification to management for further review and verification of the customer's identifying information.*
- b. The presentation of suspicious documents, such as those appearing to be forged or altered, or those in which photo identification is not consistent with the appearance of the customer. *Detected at time of account creation or during any customer authentication process requiring photo ID or password authentication. Required Action: Report to management when it appears that account documents have been altered or forged when compared to other documents in a customer's file. If any customer, for the purpose of obtaining access to account information, presents an invalid identification or identification that appears forged, report to a supervisor's attention immediately.*
- c. The presentation of suspicious identifying information, such as an address, Social Security Number or telephone number that is not consistent with personal identifying information on file with the company. *Detected at time of account creation or during customer authentication by cross-checking given information against customer credit reporting agency and/or existing company records. Required Action: WRT CPNI procedures shall be followed and the matter reported to management.*
- d. Unusual use of or other suspicious activity related to an account such as a substantial change in monthly amount due. *Detected by triggers within the billing system and through the billing and collections process. Required Action: Report to supervisor's attention immediately.*
- e. Notice from customers, victims of identity theft, law enforcement authorities or others regarding possible identity theft in connection with accounts opened fraudulently for or by a person engaged in identity theft. *Detected by the receipt of such notifications. Required Action: Report to management immediately. WRT shall contact the customer directly in order to determine what steps may be necessary to protect any customer identifying information in the possession of WRT. Such steps may include, but not be limited to, setting up a new account for the customer with additional identifying information that may be identified only by the customer in order to protect the integrity of the customer's account.*



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## 2. Preventing and Mitigating Damage.

- a. As part of its CPNI program, WRT requires that prospective customers provide information that can later be used for authentication purposes.
- b. Should WRT discover that any customer has been the victim of identity theft, or if an unauthorized disclosure or breach of customer information should occur, WRT shall take appropriate steps to mitigate the impacts of such Identity theft. These steps may include, but are not limited to:
  - i. Monitoring an account for evidence of Identity theft.
  - ii. Notifying the customer.
  - iii. Changing passwords, security codes, or other security devices that permit access to an account.
  - iv. Reopening an account with a new account number.
  - v. Closing an existing account.
  - vi. Not attempting to collect on an account.
  - vii. Notifying law enforcement.
  - viii. Putting a stop payment on any outstanding capital credit retirement or deposit refund checks.
  - ix. Putting a hold on any new capital credit retirement or ) deposit refund checks.
  - x. Determining that no response is warranted under the particular circumstances.

## 3. Appropriate Responses. In addition to the required initial actions described in Section 1 and the mitigation steps described in Section 2, other responses to a Red Flag on a customer account will vary according to the level of risk. No response is merited if the suspicious activity detected poses no threat to the customer and carries no financial risk to either the customer or WRT.

- a. Low Risk – The account will be tagged and monitored for further suspicious activity to determine a pattern or possible heightened risk.
- b. Moderate Risk – The customer will be notified, identification authenticated pursuant to WRT's CPNI rules, and asked to change any existing passwords if the customer confirms the activity in question is fraudulent. A further assessment will determine whether new account and/or phone numbers, e-mail addresses, or other account identifiers should be assigned. There will be no charge to

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the customer to freeze, close or re-open accounts under new account numbers as a response to fraudulent activity.

- c. High Risk – In addition to the response outlined in the moderate risk category, law-enforcement will be notified.
- 4. Staff Training. All WRT employees with access to customer identifying information will be trained on the Identity Theft Protection Program including how to identify, detect and respond to Red Flags. All WRT employees will be required to regularly review the WRT Red Flag and CPNI policies, including each employee's responsibility to assist in the detection of fraud, and the company's responsibility to its members to discipline employees who fail to follow company policies that are intended to protect those members.
- 5. Responsibility and Report. Review, administration, updates and reporting to the board shall occur in the following manner:
  - a. WRT's CPNI Compliance Officer will continue to monitor changes in methods of identity theft, re-evaluate this policy in light of those changes, and make recommendations to the Board of Directors regarding amendments to this policy.
  - b. The company's CPNI Compliance Officer shall prepare a report, at least annually, regarding the implementation and progress of the policy for review by the Board of Directors. The report shall include a discussion of the progress of implementing and the effectiveness of the policy, ongoing risk level of identity theft of customer information, potential changes to the policy and other practices of the company to further the goal of protecting customer's personal information, and, identification and discussion of instances of identity theft of customers; and,
  - c. Potential changes to the policy shall be reviewed by WRT's Policy and Bylaw Committee. Proposed changes to the policy shall be brought to the Board of Directors.

**DATE: 12/13/19**

# **WEST RIVER TELECOMMUNICATIONS COOPERATIVE**

**BOARD POLICY 514**

**PAGE 1**

## **REPAIR OF CUSTOMER SERVICE**

### **I. OBJECTIVE**

To establish the guidelines under which WRT will administer the repair of Customer Service.

### **II. CONTENT**

#### **A. Normal Duty Hours**

Service will be restored, if at all possible on the date the trouble is reported.

#### **B. Other Than Normal Duty Hours**

1. Necessary overtime for maintenance of emergency-service, such as doctors, clinics, hospitals, mortuaries, ambulance service, fire and police phone, or any similar emergency service, may be done without special authorization, but such overtime shall be reported to the supervisor at the earliest possible time.
2. Overtime for maintenance of service for other customer outages should be cleared through the employee's supervisor, if possible. Personnel shall use their own discretion and report at the earliest possible time.

**DATE: 7/25/05**