



0000010211

V

ATTORNEYS AT LAW  
501 EAST TENNESSEE STREET  
POST OFFICE DRAWER 1657  
TALLAHASSEE, FLORIDA 32302

TELEPHONE (904) 222-1534  
TELECOPIER (904) 222-1689

P.A.

0-2764-94-140  
RECEIVED  
AZ. CORP. COMMISSION

MAY 5 11 37 AM '94

DOCUMENT  
CONTROL

May 3, 1994

Arizona Corporation Commission  
**DOCKETED**

VIA PRIORITY MAIL

MAY 05 1994

Docketing Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

|             |     |
|-------------|-----|
| DOCKETED BY | JOL |
|-------------|-----|

Re: Application of Buehner-Fry, Inc. d/b/a Resort Operator Services for a Certificate of Convenience and Necessity to Provide Intrastate Resold Telecommunications Services

Dear Docketing Division:

Enclosed for filing are the original and ten (10) copies of Buehner-Fry, Inc. d/b/a Resort Operator Services' application in the above-referenced matter.

Thank you for your assistance in this matter.

Sincerely,

Susan Davis Morley

SDM:ttl  
Enclosures

BEFORE THE ARIZONA CORPORATION COMMISSION

Arizona Corporation Commission

DOCKETED

MAY 05 1994

MAY 5 11 37 AM '94

DOCUMENT CONTROL

RENZ D. JENNINGS  
Chairman  
MARCIA WEEKS  
Commissioner  
DALE H. MORGAN  
Commissioner

DOCKETED BY JDL

IN THE MATTER OF THE APPLICATION )  
OF BUEHNER-FRY, INC. d/b/a RESORT )  
OPERATOR SERVICES FOR A CERTIFICATE )  
OF CONVENIENCE AND NECESSITY TO )  
PROVIDE INTRASTATE RESOLD )  
TELECOMMUNICATIONS SERVICES. )

DOCKET NO.

0-2764-94-140

APPLICATION OF BUEHNER-FRY, INC.  
d/b/a RESORT OPERATOR SERVICES

BUEHNER-FRY, INC. d/b/a RESORT OPERATOR SERVICES (BFI) applies for a certificate of convenience and necessity to provide intrastate operator-assisted resold telecommunications services and, in support, provides the following information:

A. The correct name, address, and telephone number of BFI is:

Buehner-Fry, Inc. d/b/a  
Resort Operator Services  
56151 Solar Drive  
Sunriver, Oregon 97707  
(503) 593-1583

B. The name, address, and telephone number of the attorney for BFI is:

Susan Davis Morley  
Wiggins & Villacorta, P.A.  
501 East Tennessee Street  
Suite B  
Post Office Drawer 1657  
Tallahassee, Florida 32302  
(904) 222-1534

C. The name, address, and telephone number of the management contact of BFI is:

Cecil P. Wilson, CFO  
Buehner-Fry, Inc. d/b/a  
Resort Operator Services  
56151 Solar Drive  
Sunriver, Oregon 97707  
(503) 593-1583

D. BFI is a corporation.

E. As BFI is a corporation:

1. A copy of the Articles of Incorporation are attached as Exhibit 1.

2. BFI is incorporated in the State of Nevada.

3. BFI is not affiliated with any other corporation.

4. A list of the Officers and Directors is attached as Exhibit 2.

F. BFI intends to provide intraLATA and interLATA operator services over facilities leased from other carriers to transient locations throughout Arizona. BFI's primary market is the hospitality industry. Service will be provided 24 hours per day, seven days a week.

G. Calls access the BFI network via local exchange company switched access facilities. BFI will use points of presence in Arizona as aggregation points in Arizona. From these points of presence, calls will be routed to operator centers. BFI utilizes a Harris 2020 switch with a Protocall 2000 operator service module. Call termination occurs over interexchange carrier switched networks.

H. The name and address of the firm who will bill for BFI's services are:

Integretel  
3003 Moorpark Avenue  
San Jose, California 95128

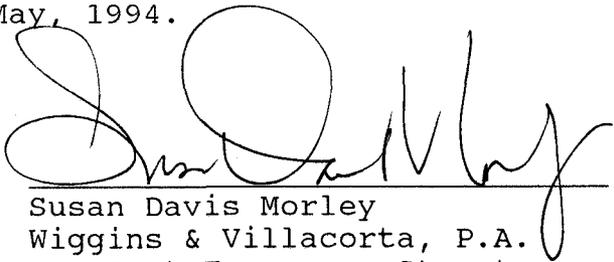
I. BFI's bill will contain an 800 number for use during standard business hours for billing inquiries or complaints.

J. A current balance sheet and income statement for BFI, demonstrating its financial ability to provide service, are attached as Exhibit 3.

K. A copy of BFI's proposed rates and charges and terms and conditions for the provision of service is attached as Exhibit 4.

Wherefore, Buehner-Fry, Inc. d/b/a Resort Operator Services respectfully requests that the Arizona Corporation Commission grant it a Certificate of Convenience and Necessity to Provide Intrastate Operator-Assisted Resold Telecommunications Services.

Submitted this 3<sup>rd</sup> day of May, 1994.

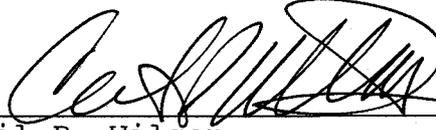


Susan Davis Morley  
Wiggins & Villacorta, P.A.  
501 East Tennessee Street  
Suite B  
Post Office Drawer 1657  
Tallahassee, Florida 32302  
(904) 222-1534

Counsel for Buehner-Fry, Inc.  
d/b/a Resort Operator Services

VERIFICATION

I, Cecil P. Wilson, first being duly sworn upon oath depose and say that I am CFO of Buehner-Fry, Inc. d/b/a Resort Operator Services, a Nevada corporation; and that I have read the above and foregoing petition by me subscribed and know the contents thereof; that said contents are true in substance and in fact, except as to those matters stated upon information and belief, and as to those, I believe same to be true.



Cecil P. Wilson  
CFO  
Buehner-Fry, Inc. d/b/a Resort  
Operator Services

State of Oregon  
County of Deschutes

Subscribed and sworn to before me  
this 27<sup>th</sup> day of April, 1994.

Karen D. Fry  
Notary Public, Oregon



**EXHIBIT 1**

**MAY 26 1993**

CHERYL A. LAU SECRETARY OF STATE

*Cheryl A. Lau*  
6190-93

**ARTICLES OF INCORPORATION**

of

**BUEHNER-FRY, INC.**

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, being at least twenty-one years of age and acting as the incorporator of the Corporation hereby being formed under and pursuant to the laws of the State of Nevada, does hereby certify that:

**Article I - NAME**

The exact name of this corporation is:

**BUEHNER-FRY, INC.**

**Article II - REGISTERED OFFICE AND REGISTERED AGENT**

The registered office and place of business in the State of Nevada of this corporation shall be located at 3770 Howard Hughes Parkway, #195, Las Vegas, Nevada. The resident agent of the corporation is CLARK, GREENE & ASSOCIATES, LTD., whose address is 3770 Howard Hughes Parkway, #195, Las Vegas, Nevada.

**Article III - DURATION**

The Corporation shall have perpetual existence.

#### **Article IV - PURPOSES**

The purpose, object and nature of the business for which this corporation is organized are:

(a) To engage in any lawful activity, (b) To carry on such business as may be necessary, convenient, or desirable to accomplish the above purposes, and to do all other things incidental thereto which are not forbidden by law or by these Articles of Incorporation.

#### **Article V - POWERS**

The powers of the Corporation shall be those powers granted by 78.060 and 78.070 of the Nevada Revised Statutes under which this corporation is formed. In addition, the corporation shall have the following specific powers:

(a) To elect or appoint officers and agents of the corporation and to fix their compensation; (b) To act as an agent for any individual, association, partnership, corporation or other legal entity; (c) To receive, acquire, hold, exercise rights arising out of the ownership or possession thereof, sell, or otherwise dispose of, shares or other interests in, or obligations of, individuals, association, partnerships, corporations, or governments; (d) To receive, acquire, hold, pledge, transfer, or otherwise dispose of shares of the corporation, but such shares may only be purchased, directly or indirectly, out of earned surplus; (e) To make gifts or contributions for the public welfare or for charitable, scientific or educational purposes.

## Article VI - CAPITAL STOCK

Section 1. Authorized Shares. The total number of shares which this corporation is authorized to issue is 2500 shares of Common Stock of no par value.

Section 2. Voting Rights of Stockholders. Each holder of the Common Stock shall be entitled to one vote for each share of stock standing in his name on the books of the corporation. At each election of directors, each holder of the Common Stock shall have as many votes as the number of shares of Common Stock owned by him multiplied by the number of directors to be elected by the holders of the Common Stock. These votes may be divided among the total number of directors to be elected by the holders of Common Stock, or distributed among any lesser number, in such proportion as the holder may desire.

Section 3. Consideration for Shares. The Common Stock shall be issued for such consideration, as shall be fixed from time to time by the Board of Directors. In the absence of fraud, the judgment of the Directors as to the value of any property or services received in full or partial payment for shares shall be conclusive. When shares are issued upon payment of the consideration fixed by the Board of Directors, such shares shall be taken to be fully paid stock and shall be non-assessable. The Articles shall not be amended in this particular.

Section 4. Pre-emptive Rights. Except as may otherwise be provided by the Board of Directors, all holders of shares of the stock of the corporation shall have pre-emptive rights to purchase, subscribe for, or otherwise acquire any shares of stock of the corporation of any class now or hereafter authorized, or any securities exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase, or otherwise acquire such shares.

Section 5. Stock Rights and Options. The corporation shall have the power to create and issue rights, warrants, or options entitling the holders thereof to purchase from the corporation any shares of its capital stock of any class or classes, upon such terms and conditions and at such times and prices as the Board of Directors may provide, which terms and conditions shall be incorporated in an instrument or instruments evidencing such rights. In the absence of fraud, the judgment of the Directors as to the adequacy of consideration for the issuance of such rights or options and the sufficiency thereof shall be conclusive.

#### **Article VII - MANAGEMENT**

For the management of the business, and for the conduct of the affairs of the corporation, and for the future definition, limitation, and regulation of the powers of the corporation and its directors and stockholders, it is further provided:

Section 1. Size of Board. The initial number of the

Board of Directors shall be two (2). Thereafter, the number of directors shall be as specified in the Bylaws of the corporation, and such number may from time to time be increased or decreased in such manner as prescribed by the Bylaws. Directors need not be stockholders.

Section 2. Powers of Board. In furtherance and not in limitation of the powers conferred by the laws of the State of Nevada, the Board of Directors is expressly authorized and empowered:

(a) To make, alter, amend, and repeal the Bylaws subject to the power of the stockholders to alter or repeal the Bylaws made by the Board of Directors;

(b) Subject to the applicable provisions of the Bylaws then in effect, to determine, from time to time, whether and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the corporation, or any of them, shall be open to stockholder inspection. No stockholder shall have any right to inspect any of the accounts, books or documents of the corporation, except as permitted by law, unless and until authorized to do so by resolution of the Board of Directors or of the stockholders of the Corporation;

(c) To authorize and issue, without stockholder consent, obligations of the Corporation, secured and unsecured, under such terms and conditions as the Board, in its sole discretion, may determine, and to pledge or mortgage, as

security therefore, any real or personal property of the corporation, including after-acquired property;

(d) To determine whether any and, if so, what part of the earned surplus of the corporation shall be paid in dividends to the stockholders, and to direct and determine other use and disposition of any such earned surplus;

(e) To fix, from time to time, the amount of the profits of the corporation to be reserved as working capital or for any other lawful purpose;

(f) To establish bonus, profit-sharing, stock option, or other types of incentive compensation plans for the employees, including officers and directors, of the corporation, and to fix the amount of profits to be shared or distributed, and to determine the persons to participate in any such plans and the amount of their respective participations.

(g) To designate, by resolution or resolutions passed by a majority of the whole Board, one or more committees, each consisting of two or more directors, which, to the extent permitted by law and authorized by the resolution or the Bylaws, shall have and may exercise the powers of the Board;

(h) To provide for the reasonable compensation of its own members by Bylaw, and to fix the terms and conditions upon which such compensation will be paid;

(i) In addition to the powers and authority hereinbefore, or by statute, expressly conferred upon it, the Board of Directors may exercise all such powers and do all

such acts and things as may be exercised or done by the corporation, subject, nevertheless, to the provisions of the laws of the State of Nevada, of these Articles of Incorporation, and of the Bylaws of the corporation.

Section 3. Interested Directors. No contract or transaction between this corporation and any of its directors, or between this corporation and any other corporation, firm, association, or other legal entity shall be invalidated by reason of the fact that the director of the corporation has a direct or indirect interest, pecuniary or otherwise, in such corporation, firm, association, or legal entity, or because the interested director was present at the meeting of the Board of Directors which acted upon or in reference to such contract or transaction, or because he participated in such action, provided that: (1) the interest of each such director shall have been disclosed to or known by the Board and a disinterested majority of the Board shall have, nonetheless, ratified and approved such contract or transaction (such interested director or directors may be counted in determining whether a quorum is present for the meeting at which such ratification or approval is given); or (2) the conditions of N.R.S. 78.140 are met.

Section 4. Names and Addresses. The names and post office addresses of the first Board of Directors which shall consist of two (2) persons, and who shall hold office until their successors are duly elected and qualified, are as

follows:

| <b>NAME</b>       | <b>ADDRESS</b>                               |
|-------------------|----------------------------------------------|
| MILTON T. BUEHNER | 56151 Solar Drive<br>Sunriver, Oregon 97707  |
| GREGORY M. FRY    | 55098 Lazy River Drive<br>Bend, Oregon 97707 |

**Article VIII - PLACE OF MEETING; CORPORATE BOOKS**

Subject to the laws of the State of Nevada, the stockholders and the directors shall have power to hold their meetings, and the directors shall have power to have an office or offices and to maintain the books of the Corporation outside the State of Nevada, at such place or places as may from time to time be designated in the Bylaws or by appropriate resolution.

**Article IX - AMENDMENT OF ARTICLES**

The provisions of these Articles of Incorporation may be amended, altered or repealed from time to time to the extent and in the manner prescribed by the laws of the State of Nevada, and additional provisions authorized by such laws as are then in force may be added. All rights herein conferred on the directors, officers and stockholders are granted subject to this reservation.

**Article X - INCORPORATOR**

The name and address of the incorporator signing these Articles of Incorporation are as follows:

**NAME**

**POST OFFICE ADDRESS**

Debra K. Amigone

3770 Howard Hughes Parkway,  
Suite #195  
Las Vegas, Nevada 89109

**Article XI - LIMITED LIABILITY OF OFFICERS AND DIRECTORS**

Except as hereinafter provided, the officers and directors of the corporation shall not be personally liable to the corporation or its stockholders for damages for breach of fiduciary duty as a director or officer. This limitation on personal liability shall not apply to acts or omissions which involve intentional misconduct, fraud, knowing violation of law, or unlawful distributions prohibited by Nevada Revised Statutes Section 78.300.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 24th day of May, 1993.

*Debra K. Amigone*  
\_\_\_\_\_  
Debra K. Amigone

STATE OF NEVADA )  
                          ) ss:  
COUNTY OF CLARK )

On May 24, 1993, personally appeared before me, a Notary Public, Debra K. Amigone, who acknowledged to me that she executed the foregoing Articles of Incorporation for BUEHNER-FRY, INC.

NOTARY PUBLIC  
STATE OF NEVADA  
County of Clark  
JENNIFER GLENCOE  
My Appointment Expires July 6, 1994

NOTARY PUBLIC

U.S. A. 117380 9

*Jennifer Glencoe*  
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT 2**

**OFFICERS AND DIRECTORS  
OF  
BUEHNER-FRY, INC. D/B/A  
RESORT OPERATOR SERVICES**

Officers:

Milton T. Buehner - President  
Gregory M. Fry - Vice President  
Cecil P. Wilson, III - Secretary/Treasurer/Chief Financial Officer

Directors:

Milton T. Buehner  
Gregory M. Fry

Stockholders:

Milton T. Buehner  
Gregory M. Fry

**EXHIBIT 3**

BUEHNER-FRY, INC.  
BALANCE SHEET  
AS OF MARCH 31, 1994

ASSETS

Current Assets:

|                            |              |  |
|----------------------------|--------------|--|
| Cash                       | \$ 27,309    |  |
| Accounts Receivable        | 495,299      |  |
| Notes Receivable           | 1,000        |  |
| Inventory                  | 194,956      |  |
| Misc. Deposits/Receivables | <u>7,454</u> |  |

Total Current Assets \$ 726,018

Equipment and Leasehold Improvements:

|                               |                   |  |
|-------------------------------|-------------------|--|
| Telephones - Internal         | \$1,301,111       |  |
| Equipment                     | 343,504           |  |
| Leasehold Improvements        | 3,196             |  |
| Less Accumulated Depreciation | <u>( 540,586)</u> |  |

Total Equipment and Leasehold Improvements \$1,107,225

Other Assets:

|                      |                 |                 |
|----------------------|-----------------|-----------------|
| Organizational Costs | \$ 11,800       |                 |
| Less Amortization    | <u>( 2,284)</u> | <u>\$ 9,516</u> |

**TOTAL ASSETS**

**\$1,842,759**

CURRENT LIABILITIES

|                               |                |            |
|-------------------------------|----------------|------------|
| Accounts Payable              | \$ 231,725     |            |
| Accrued Liabilities           | 28,924         |            |
| Current Portion Notes Payable | <u>128,067</u> | \$ 388,716 |

Long Term Liabilities

Term Debt \$ 562,685

Shareholder Equities

|                            |                |                   |
|----------------------------|----------------|-------------------|
| Common Stock               | \$ 464,984     |                   |
| Profit from Current Period | <u>426,374</u> | <u>\$ 891,358</u> |

**TOTAL LIABILITIES AND EQUITY**

**\$1,842,759**

BUEHNER-FRY, INC.  
INCOME STATEMENT  
FOR TEN MONTHS ENDING  
MARCH 31, 1994

|                          |             |
|--------------------------|-------------|
| Revenues                 | \$2,420,698 |
| Costs of Revenues        | \$1,374,194 |
| Gross Profit             | \$1,046,504 |
| Operating Expenses       | \$ 689,409  |
| Earnings from Operations | \$ 357,095  |
| Other Income/Expenses    | \$ 69,279   |
| Net Income               | \$ 426,374  |

**EXHIBIT 4**

**BUEHNER-FRY, INC. d/b/a  
RESORT OPERATOR SERVICES**

Arizona Tariff No. 1  
Original Title Page

---

**RESALE TARIFF OF  
BUEHNER-FRY, INC. d/b/a RESORT OPERATOR SERVICES**

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of Intrastate Resale Common Carrier Communications offered by Buehner-Fry, Inc. d/b/a Resort Operator Services between points within Arizona.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

---

**CHECK SHEET**

The Title Page and Pages 1 through 20, inclusive, of this tariff are effective as of the date shown. Original and revised pages, as named below, contain all changes from the original tariff that are in effect on the date thereon except as otherwise noted.

| <u>PAGE</u> | <u>REVISION LEVEL</u> |
|-------------|-----------------------|
| Title.....  | Original              |
| 1.....      | Original              |
| 2.....      | Original              |
| 3.....      | Original              |
| 4.....      | Original              |
| 5.....      | Original              |
| 6.....      | Original              |
| 7.....      | Original              |
| 8.....      | Original              |
| 9.....      | Original              |
| 10.....     | Original              |
| 11.....     | Original              |
| 12.....     | Original              |
| 13.....     | Original              |
| 14.....     | Original              |
| 15.....     | Original              |
| 16.....     | Original              |
| 17.....     | Original              |
| 18.....     | Original              |
| 19.....     | Original              |
| 20.....     | Original              |

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

---

**TARIFF FORMAT**

**Page 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.

**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:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rates.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify new rate, regulation, or text.
- (R) - To signify reduced rate.
- (S) - To signify reissued material.
- (T) - To signify a change in text, but no change in rate or regulation.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

TABLE OF CONTENTS

Title Page . . . . .Cover  
Check Sheet . . . . . 1  
Table of Contents . . . . . 3  
Section 1 - Technical Terms and Abbreviations . . . . . 5  
Section 2 - Rules and Regulations . . . . . 7  
Section 3 - Description of Service . . . . . 17  
Section 4 - Rates . . . . . 19

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

**BUEHNER-FRY, INC. d/b/a  
RESORT OPERATOR SERVICES**

Arizona Tariff No. 1  
Original Page 4

---

**Application of Tariff**

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by Buehner-Fry, Inc. d/b/a Resort Operator Services within the State of Arizona.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**ACC** - Arizona Corporation Commission.

**Access Line** - An arrangement which connects the customer's location to a Buehner-Fry, Inc. switching center or point of presence.

**BFI** - Used throughout this tariff to mean Buehner-Fry, Inc. d/b/a Resort Operator Services unless clearly indicated otherwise by the text.

**Calling Card** - A billing convenience whereby the End User may bill the charges for a call to an approved telephone company-issued calling card. The terms and conditions of the local telephone company will apply to payment arrangements.

**Collect Billing** - A billing convenience whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Company or Carrier** - Buehner-Fry, Inc. d/b/a Resort Operator Services unless otherwise clearly indicated by the context.

**Credit Card** - A billing convenience whereby the End User may bill the charges for a call to an authorized national charge card. The terms and conditions of the agreement between the credit card company and its patrons will apply to payment arrangements.

**Customer Dialed Calling Card Call** - A service whereby the End User dials all of the digits necessary to route and bill the call.

**Customer or End User** - The person, firm, corporation, or other entity which initiates a call on the Company's network, or accepts billing for a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

**LEC** - Local Exchange Company.

**Operator Dialed Surcharge** - This charge applies to calls when the user dials "0" only and requests that the operator dial the destination number.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CON'T.**

**Operator-Station Call** - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company-issued Calling Card or to an authorized Credit Card are Operator-Station calls unless the call is placed on a Person-to-Person basis. Automated Calling Card calls are not Operator-Station calls.

**Person-to-Person Call** - A service whereby the originating End User specifies to the Company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Subscriber** - The person, firm, partnership, corporation, or other entity who owns the property or location from which a Customer places a call utilizing the equipment and services of the Company. The Subscriber or its agents have a pre-existing business arrangement with the Company and may also be a Customer or End User.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of Buehner-Fry, Inc.**

BFI's services and facilities are furnished to Subscribers and Customers for communications between points within the state of Arizona. The Company offers various billing arrangements with its operator assisted services including Calling Card, Commercial Credit Card, Collect, and Third Party. Arizona intrastate service is offered in conjunction with the Company's interstate service. The Company's services and facilities are available twenty-four hours per day, seven days per week.

BFI installs, operates, and maintains the communications services hereinunder for End Users in accordance with the terms and conditions set forth under this tariff and through contracts with its Subscribers. BFI may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber, to allow connection of a Subscriber's location to BFI's network. The Subscriber shall be responsible for all charges due for such service arrangement.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.
- 2.2.2 BFI reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or End User is using service in violation of provisions of this tariff or the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers and Customers as required to meet changing regulatory or statutory rules and standards.
- 2.2.5 The Company reserves the right to discontinue service, when any governmental or regulatory condition imposed upon BFI materially and negatively impacts the financial viability of the service as determined by the Company in its best business judgment.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

**SECTION 2 - RULES AND REGULATIONS, CON'T.**

**2.3 Use**

Services provided under this tariff to Subscribers and End Users may be used for any lawful purpose for which the service is technically suited.

**2.4 Liabilities of the Company**

2.4.1 BFI's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the End User for the period during which the faults in transmission occur.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

**SECTION 2 - RULES AND REGULATIONS, CON'T.**

- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Subscriber or Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Subscriber or Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.

**2.5 Deposits**

The Company does not require a deposit from the Customer or Subscriber.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

**SECTION 2 - RULES AND REGULATIONS, CON'T.**

**2.6 Advance Payments**

For Customers or Subscribers from whom the Company determines an advance payment is necessary, BFI reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

**2.7 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**2.8 Terminal Equipment**

BFI's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or communications systems, such as a PBX. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided by tariff or contract. The Subscriber is responsible for all costs at its premises, including Subscriber personnel, wiring, electrical power, and the like, incurred in the use of the Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

**SECTION 2 - RULES AND REGULATIONS, CON'T.**

**2.9 Installation**

Service is installed upon mutual agreement between the Subscriber and the Company. The service agreement does not alter rates specified in this price list.

**2.10 Payment for Service**

All charges due by the Customer or End User are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Any objections to billed charges must be reported to the Company or its billing agent within sixty days after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**2.11 Cancellation by Subscriber**

Subscriber may cancel service by providing 30 days' written notice to the Company.

**2.12 Interconnection**

Service furnished by BFI may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates, and conditions of the other carrier. The Subscriber is responsible for all charges billed by other carriers for use in connection with BFI's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

---

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.13 Refusal or Discontinuance by Company

BFI may refuse or discontinue service under the following conditions.

Service may be denied or discontinued with prior written notice for the following reasons:

- 2.13.1 If a condition immediately dangerous or hazardous to life, physical safety, or property exists;
- 2.13.2 Upon order by any court, the Commission, or any other duly authorized public authority; or
- 2.13.3 If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.

Service may be denied or discontinued with prior written notice for the following reasons:

- 2.13.4 For nonpayment of any past due bill. The due date shown on the bill must be as least ten (10) days after the date of bill issuance or five days after the date of mailing, whichever is later. Solely for the purposes of this section, a bill is past due if not paid within thirty (30) days of the due date.
- 2.13.5 Violation or non-compliance with the Commission's Rules and Regulations governing application for and supply of services by providers.
- 2.13.6 Obtaining service by subterfuge which includes, but is not restricted to, an application for service at a location in the name of another party by a Customer or Subscriber whose account is delinquent and who continues to reside at the premises.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

---

**SECTION 2 - RULES AND REGULATIONS, CON'T.**

**2.13 Refusal or Discontinue by Company, con't.**

- 2.13.7 Violation of any Company rule on file with and approved by the Commission which may adversely affect the safety of the Customer or other persons or the integrity of the Company's service.
- 2.13.8 Failure to comply with municipal ordinances or other laws pertaining to telecommunications services which may adversely affect the safety of the Customer or other persons or the integrity of the Company's service.
- 2.13.9 Failure of the Customer or Subscriber to permit the Company reasonable access to its facilities or equipment.

**2.14 Inspection, Testing, and Adjustment**

Upon reasonable notice, the facilities provided by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

**2.15 Tests, Pilots, Promotional Campaigns, and Contests**

The Carrier may conduct special tests, pilot programs, waivers, and promotions to demonstrate the ease of use, quality of service, and to promote the sale of its services.

**2.16 Interruption of Service**

It shall be the obligation of the End User or Subscriber to notify Carrier immediately of any interruption in service for which a credit allowance is desired by End User or Subscriber. Before giving such notice, the End User or Subscriber shall ascertain that the trouble is not within its control, or is not in wiring or equipment, if any, furnished by Subscriber and connected to Carrier's terminal. Interruptions caused by automatic dialing equipment are not deemed an interruption of service as defined herein since access to the long distance network may be obtained via local exchange company access methods.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.17 Other Rules

- 2.17.1 The Company reserves the right to refuse Third Party billing at its discretion.
- 2.17.2 The Company reserves the right to refuse to process Credit Card or Calling Card billed calls when authorization for use of the card cannot be validated.
- 2.17.3 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Arizona Corporation Commission.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

**SECTION 3 - DESCRIPTION OF SERVICE**

**3.1 Timing of Calls**

3.1.1 Long distance usage charges are based on the actual usage or BFI's network. No fixed monthly fees or installation charges apply.

3.1.2 Timing of each call begins as specified below and ends when the connection is terminated. Calls are billed in full minute increments unless otherwise specified.

Collect Calls - Timing begins when the called party accepts the responsibility for payment.

Person-to-Person Calls - Timing begins when the calling party is connected to the specified person, extension or agreed alternate at the called number.

All Other Calls - Timing begins when the called station is answered.

3.1.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one minute.

3.1.4 Unless otherwise specified in this tariff, usage is measured and rounded to the next higher full minute for billing purposes.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

**SECTION 3 - DESCRIPTION OF SERVICE**

**3.2 Description of Call Types**

**3.2.1 Customer Dialed Calling Card or Credit Card Call -**  
A service whereby the End User dials all of the digits necessary to route and bill the call without any operator assistance.

**3.2.2 Operator-Assisted Station -** A service whereby caller places a station to station call which is billed via credit card, calling card, collect, or third party with the assistance of an operator (live or automated).

**3.2.3 Operator Dialed Surcharge -** This charge applies to calls when the user dials "0" only and requests that the operator dial the destination number.

**3.2.4 Person-to-Person -** A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. A person-to-person call may be billed to the called party, a third number, a credit card, or a calling card.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

SECTION 3 - DESCRIPTION OF SERVICE, CON'T.

3.3 Description of Service

BFI Long Distance Service is offered to customers for calling within the State of Arizona. Customers access BFI's network via local exchange company provided feature group access. Calls are routed over the Company's transmission and switching facilities to any valid NPA-NXX in the State of Arizona.

BFI Long Distance Service is provided for use by transient end users at host locations. This service anticipates the provision of Operator Services or billing options. Calls are measured as described in Section 3.1 of this tariff.

Per-minute usage sensitive charges, as well as per-call operator surcharges apply.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

---

SECTION 4 - RATES

4.1 General

Per minute usage rates, in addition to a per-call operator service charges apply for long distance service. Calls are billed in full minute increments.

4.2 BFI Long Distance Services

For all minutes of use regardless of time of day, mileage, or holidays. Rates may vary in accordance with prospective volume of traffic, equipment costs, fraud, and uncollectible levels for the service area, and other risk.

4.2.1 BFI Long Distance Plan I

Each Minute  
\$.31

Additional Charges:

|                              |        |
|------------------------------|--------|
| Customer Dialed Calling Card | \$0.80 |
| Operator Assisted Station    | \$2.12 |
| Person-To-Person             | \$3.50 |

4.2.2 BFI Long Distance Plan II

Each Minute  
\$.33

Additional Charges:

|                              |        |
|------------------------------|--------|
| Customer Dialed Calling Card | \$1.55 |
| Operator Assisted Station    | \$2.12 |
| Person-To-Person             | \$3.50 |

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707

---

**SECTION 4 - RATES, CON'T.**

**4.2 BFI Long Distance Services (con't)**

4.2.3 BFI Long Distance Plan III

Each Minute  
\$.45

Additional Charges:

|                              |        |
|------------------------------|--------|
| Customer Dialed Calling Card | \$1.55 |
| Operator Assisted Station    | \$2.12 |
| Person-To-Person             | \$3.50 |

**4.3 Additional Surcharges Per Call:**

|                           |        |
|---------------------------|--------|
| Property Imposed Fee      | \$1.00 |
| Directory Assistance      | \$0.95 |
| Operator Dialed Surcharge | \$1.00 |

**4.4 Location Surcharges**

BFI may collect location surcharges on behalf of Subscribers or Aggregators. This charge applies in addition to usage charges and other applicable per message service charge for calls placed from a Subscriber location by transient end users. Location surcharges are included with usage charges on the Customer's bill for Carrier's services. BFI reserves the right to limit the amount of location surcharges it collects on behalf of the Subscriber.

---

ISSUED:

EFFECTIVE:

ISSUED BY: Cecil P. Wilson, CFO  
56151 Solar Drive  
Sunriver, Oregon 97707