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ORIGINAL
NEW APPLICATION



0000015722

RECEIVED

2005 FEB 17 P 3:58

**AZ CORP COMMISSION
DOCUMENT CONTROL**

February 11, 2005
Via Overnight Delivery

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

T-04307A-05-0112

RE: Westel, Inc. - Application and Petition for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services

Docket Control:

Enclosed for filing are the original and thirteen (13) copies of the application and proposed Interexchange tariff filed on behalf of Westel, Inc. The Company respectfully requests the earliest possible effective date for this filing.

Please note that the company was originally certificated in docket No. T-02694A-96-0348 / Decision No. 65459. The company filed a bond in the amount of \$10,000 on July 12, 2004 but was informed that the bond filing was late and the company's certificate is "null and void without further Order of the Commission." The company hereby reapplies. As the bond was not returned by the Commission, the company respectfully requests the filed bond be now associated with this new request for a CC&N. A copy of the bond filing is provided as an attachment to the company's application.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it in the self - addressed, stamped envelope enclosed for this purpose. Any questions you may have regarding this filing may be directed to me at 407-740-8575 or via email at mbyrnes@tminc.com.

Sincerely,

Monique Byrnes,
Consultant to Westel, Inc.

Arizona Corporation Commission
DOCKETED

FEB 17 2005

DOCKETED BY	
-------------	--

Enclosures

cc: N. Tondre - Westel
file: Westel, AZ
tms: azi0500

If the Applicant wants to provide any type of Non-Customer Owned Pay Telephone ("COPT") telecommunications services in Arizona, provide the Arizona Corporation Commission ("Commission") with information being requested.

Remember that information submitted for a Certificate of Convenience and Necessity ("CC&N") will be made part of the public record (including financial statements). Any information designated as confidential will not be accepted by Docket Control. Mail your original CC&N application plus thirteen (13) copies to Arizona Corporation Commission, Docket Control, 1200 W. Washington Street, Phoenix, AZ 85007-2927.

Make sure you use the Application form dated July 14, 2003. Also, make sure you answer each numbered item and part of the item in each section of the Application form. If you do not use the correct Application form and/or do not completely answer the numbered item(s), Staff will request the Applicant to re-submit the Application form and/or complete any of the numbered item(s) and part of the item in a data request. In order for Staff to review your Application, complete the following form. Thank you.

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services

Mail original plus 13 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Please indicate if you have current applications pending
in Arizona as an Interexchange reseller, AOS provider,
or as the provider of other telecommunication services.

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and answer the appropriate numbered items:

- Resold Long Distance Telecommunications Services (Answer Sections A, B).
- Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- Alternative Operator Services Telecommunications Services (Answer Sections A, B)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Westel, Inc.
9606 N. Mopac, Suite 700
Austin, Texas 78759
Telephone: 512-480-5500; Facsimile: 512-480-5592
Website: www.westel.net

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

Not Applicable.

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Nick Tondre, Senior Vice President - Operations

Westel, Inc.

9606 N. Mopac, Suite 700

Austin, Texas 78759

Telephone: 512-480-5500; Facsimile: 512-480-5592

Email: nick.tondre@westel.net

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Monique Byrnes, Consultant

Technologies Management, Inc.

210 N. Park Avenue, Winter Park, Florida 32789

Telephone: 407-740-8575; Facsimile: 407-740-0613

Email: mbyrnes@tminc.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), E-mail address of the Applicant's Complaint Contact Person:

Douglas Britton, Director - Customer Care

Westel, Inc.

9606 N. Mopac, Suite 700

Austin, Texas 78759

Telephone: 512-480-5500; Facsimile: 512-480-5596

Email: doug.britton@westel.net

(A-7) What type of legal entity is the Applicant?

- Sole proprietorship
- Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign
- Limited Liability Company: X Arizona, _____ Foreign
- Corporation: X "S", _____ "C", _____ Non-profit
- Domicile: _____ Arizona, _____ Foreign
- Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

(A-10) Indicate the geographic market to be served:

- Statewide.** (Applicant adopts statewide map of Arizona provided with this application).
- Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

Neither Applicant nor Applicant's officers, directors, partners or managers has been or are currently involved in any formal or informal complaint proceedings.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

None of the Applicant's officers, directors, partners or managers has been or are currently involved in any civil or criminal investigations or had judgments entered in any civil matter or judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten years.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Yes

No

(A-14) Is applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Applicant submitted the required bond July 12, 2004

Yes No

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes No

If "No", continue to question (A-15).

For ilities-Based Providers of Long Distance, 100,000 bond will be recommended.

Yes No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes No

If "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If No to any of the above, provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the applicant's superior financial position limits any risk to Arizona consumers.

Not Applicable.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in the State of Arizona:

Yes No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

Westel will utilize Sprint, Qwest and Grande Communications as its underlying carriers.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

Applicant has authority to offer resold telecommunications services in Arkansas, California, Colorado, Florida, Kansas, Louisiana, Missouri, New Mexico, Oklahoma and Texas.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

Applicant offers resold telecommunications services in Arizona, Colorado, Kansas, Missouri, New Mexico, Oklahoma and Texas.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

Westel does not have any affiliate organizations that are alternative providers of the services the company proposes to offer.

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D."

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

Westel is providing in this application a Balance Sheet and Income Statement for the Year Ended December 31, 2003 and December 31, 2002.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Not Applicable.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

Please see Attachment E.

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Not Applicable.

(C-1) Indicate if the Applicant has a resale agreement in operation,

Yes

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Not Applicable.

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in the State of Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes

No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services for the State of Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in the State of Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in the State of Arizona:

(D-2) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- Decision # 64178 Resold Long Distance
- Decision # 64178 Resold LEC
- Decision # 64178 Facilities Based Long Distance
- Decision # 64178 Facilities Based LEC

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

Not Applicable.

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59241:

- Yes No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

- Yes No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

- Yes No

AFFIDAVIT

STATE OF TEXAS)
COUNTY)

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Organization is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

Nick Tondre

Nick Tondre, Senior Vice President - Operations
Westel, Inc.

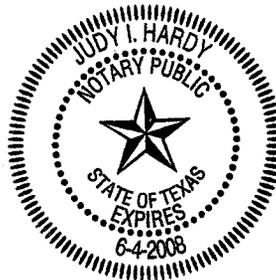
FEBRUARY 8, 2005

Date:

Subscribed and sworn before me this 8th day of February 2005.

Judy Hardy
(NOTARY PUBLIC)

My Commission expires on: 6/4/08



WESTEL, INC.

ATTACHMENT A

Certificate of Good Standing

Officers and Directors

Stockholder Information

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Brian C. McNeil, Executive Secretary of the Arizona Corporation Commission, do hereby certify that

*****WESTEL, INC.*****

a foreign corporation organized under the laws of Texas did obtain authority to transact business in the State of Arizona on the 9th day of October 1990.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 7th Day of February, 2005, A. D.



[Signature]
EXECUTIVE SECRETARY

BY: *[Signature]*

Officers and Directors

The following individuals are officers and directors of Westel, Inc. and can be reached at the Company's corporate headquarters at 9606 N. Mopac Expressway, Suite 700, Austin, Texas 78759.

Ellen Garner	Director
Nick Tondre	Senior Vice President-Operations
John Ilgen	Senior Vice President - Sales & Marketing
Phil Oestreich	Director - MIS
Judy Hardy	Secretary
Kathy LeBrun	Controller

Stockholder Information

<u>Name & Title:</u>	<u>Address:</u>	<u>Percent and Class of Shares:</u>
Tom Garner	9606 N. Mopac Expressway, Suite 700, Austin, Texas 78759	50%
Ellen Garner	9606 N. Mopac Expressway, Suite 700, Austin, Texas 78759	50%

WESTEL, INC.

ATTACHMENT B

Proposed Tariff

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications services provided by Westel, Inc., ("Westel" or "Company") with principal offices at 1122 Colorado, Suite 107, Austin Texas 78701, and a toll-free telephone number of 800-580-5585. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:
Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

AZi0500

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*	31	Original	*
7	Original	*	32	Original	*
8	Original	*	33	Original	*
9	Original	*	34	Original	*
10	Original	*	35	Original	*
11	Original	*	36	Original	*
12	Original	*	37	Original	*
13	Original	*	38	Original	*
14	Original	*	39	Original	*
15	Original	*	40	Original	*
16	Original	*	41	Original	*
17	Original	*	42	Original	*
18	Original	*	43	Original	*
19	Original	*	44	Original	*
20	Original	*	45	Original	*
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

* - indicates those pages included with this filing.

Issued:
Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

AZi0500

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Issued:
Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

AZi0500

APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Arizona by Westel, Inc. subject to the jurisdiction of the Arizona Corporation Commission.

Issued:

Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

AZi0500

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

Issued:
Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

AZi0500

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the ACC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A)(1)
 - 2.1.1(A)(1)(a)
 - 2.1.1(A)(1)(a)(I)
- D. Check Sheets** - When a tariff filing is made with the ACC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets).

Issued:
Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

AZi0500

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

ACC - Refers to the Arizona Corporation Commission.

Access - Access to the Company's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Commission - Refers to the Arizona Corporation Commission.

Company or Carrier - Westel, Inc. unless otherwise clearly indicated by the content.

Issued:

Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

AZi0500

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States vs. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed intrastate-switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Arizona.

Issued:
Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

AZi0500

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

LATA - Local Area of Transport and Access.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

Westel - Refers to Westel, Inc., issuer of this tariff.

Issued:

Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

AZi0500

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Westel

Westel's services and facilities are furnished for communications originating at specified points within the State of Arizona under terms of this Tariff.

Westel provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Westel may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Westel services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

2.2.2 The services the company offers shall not be used for any unlawful purpose for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations of Service

- 2.3.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.3.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.3.3 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 connections.

2.4 Assignment and Transfer

All facilities provided under this tariff are directly or indirectly controlled by Westel and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Liability of Company**

- 2.5.1** The liability of the Company for any 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 shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.5.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other 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 any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, 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 from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Billing and Payment for Service****2.6.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Arizona Corporation Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service, (Cont'd.)

2.6.2 Deposits

The Company does not require Customer Deposits.

2.6.3 Advance Payments

The Company does not require Advance Payments.

2.6.4 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Arizona state law.

2.6.5 Return Check Charge

A return check charge will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity and pursuant to Arizona law and Arizona Corporation Commission regulations.

Maximum Rate per incident: \$35.00

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service, (Cont'd.)

2.6.6 Billing Dispute

- A. Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Disputes may be submitted orally or in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- B. Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- C. Customers may contact the Company's business office at the following toll-free number 24 hours/day, 7 days/week: 1-800-580-5585
- D. If the Customer is not satisfied with the outcome of the billing dispute, the Customer may contact the Commission at the following address:

Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007
Telephone: 602-5424251

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Taxes and Fees**

- A. All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- B. To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D. The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Refunds or Credits for Service Outages or Deficiencies****2.8.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

2.8.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation or Termination of Service by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.10 Refusal or Discontinuance by Company

2.10.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. WESTEL will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company, (Cont'd.)

2.10.2 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days written notice to comply with any rule or remedy any deficiency:

- A.** For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without five (5) days notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- B.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- C.** For use of telephone service for any purpose other than that described in the application.
- D.** For neglect or refusal to provide reasonable access to Westel or its agents for the purpose of inspection and maintenance of equipment owned by Westel or its agents.
- E.** For noncompliance with or violation of Commission regulation or Westel's rules and regulations on file with the Commission.
- F.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect Westel's equipment or service to others.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Refusal or Discontinuance by Company, (Cont'd.)

2.10.2 (Cont'd.)

- G.** Without notice in the event of tampering with the equipment or services owned by Westel or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Westel may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.11 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Interconnection

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

2.13 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Westel's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES

3.1 General

Westel provides long distance, travel card and Directory Assistance services for communications originating and terminating within the State of Arizona. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, and/or call duration. Customers are billed based on their use of Westel's services and network.

Intrastate service is offered in conjunction with interstate service.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.2 Timing of Calls

Billing for calls placed over the Westel network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Timing of each call begins when the called station is answered (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 The initial and additional billing increments are stated in the description of each service.
- 3.2.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Rate Periods

The Company does not offer time-of-day rates.

3.4 Holidays

The Company does not offer Holiday rates.

3.5 Mileage Calculation

The Company does not offer distance-sensitive rates.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.6 Miscellaneous Rates and Charges****3.6.1 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Maximum Rate Per Minute: \$0.60

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)
3.7 Prime Solutions - Nos. 997 & 998

Prime Solutions is a switched inbound/outbound service available to Customers for inbound/outbound calling from presubscribed lines. Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. Service is available on a monthly basis or via a one year term agreement. Rates are based on estimated customer monthly usage. Should the customer not meet the estimated monthly usage over time, the company and customer will agree on a more appropriate pricing plan. Internet billing is available with this service at no additional charge.

Usage Level	Maximum Inbound/Outbound Rate Per Minute	
	Month to Month	1 Year Term
\$0-\$250	\$0.300	\$0.300
\$250.01-\$999	\$0.300	\$0.300
\$999.01 +	\$0.300	\$0.300

3.8 5 Cent Special - No. 301

5 Cent Special Service is a switched inbound/outbound service available to Customers for inbound/outbound calling from presubscribed lines. Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Maximum Rate Per Minute	
Outbound	\$0.150
Inbound	\$0.150

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)
3.9 The Saver - No. 224

The Saver Service is a switched inbound/outbound service available to Customers for inbound/outbound calling from presubscribed lines. Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

	Rate Per Minute
Outbound	\$0.300
Inbound	\$0.300

3.10 Target 2000 Plus - No. 993, 994 & 991

Target 2000 Plus is a switched inbound/outbound service available to Customers presubscribed to the interstate Target 2000 Plus Service. Calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. Internet billing is available to Customers at no additional charge. Service is available on a month-to-month basis or via one (1) year term agreement. The interstate Monthly Recurring Charge is waived if combined interstate, international and intrastate monthly usage exceeds \$100.

	Rate Per Minute
Inbound/Outbound - Month to Month	\$0.300
Inbound/Outbound - 1 Year Term	\$0.300

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)
3.11 Summer Rate Plan - No. 990

Summer Plan is a switched inbound/outbound service available on a one year term basis only for Customers presubscribed to the interstate Target 2000 Plus Service. Calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. Internet billing is available to Customers at no additional charge. The interstate Monthly Recurring Charge is waived if combined interstate, international and intrastate monthly usage exceeds \$100.

	Rate Per Minute
Outbound	\$0.300
Inbound	\$0.300

3.12 Plan Nos. 985, 986, 987, 988, 989

This Plan group provides Customers with inbound and outbound calling at a flat rate per minute. Billing is in six (6) second increments with an initial billing period of six (6) seconds and originate and terminate on Customer-provided switched access lines. The interstate monthly recurring charge is waived if combined interstate, international and intrastate usage exceeds \$100.

	Rate Per Minute
Outbound	\$0.300
Inbound	\$0.300

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)
3.13 Plan Nos. 981, 983, 984

This Plan group provides Customers with inbound and outbound calling for a flat rate per month. Service is only available on a one year term basis. Calls are billed in six (6) second increments with an initial billing period of six (6) seconds and originate and terminate on Customer-provided switched access lines. The interstate Monthly Recurring Charge for this service is waived if combined monthly billing for intrastate, interstate and international calling exceeds \$100.

Maximum Rate Per Minute	
Outbound/Inbound- 1 Year Term	\$0.100

3.14 Plan No. 982

Plan No. 982 provides Customers with inbound and outbound calling based on mileage and time of day. Service is available on a one year term basis only. Calls are billed in six (6) second increments with an initial billing period of six (6) seconds and originate and terminate on Customer-provided switched access lines. The interstate Monthly Recurring Charge for this service is waived if combined monthly billing for intrastate, interstate and international calling exceeds \$100. Service is available on a one year term basis only.

Mileage	Maximum Rates		
	Day	Evening	Night/Weekend
0-499	\$0.50	\$0.40	\$0.50
500+	\$0.50	\$0.50	\$0.50

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.15 2-Step Service, Plan No. 220

2-Step Service provides Customers with inbound and outbound calling on a time-of-day basis with separate rates for intraLATA and interLATA calling. Calls are billed in six (6) second increments after an initial billing period of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. A Non-Recurring charge applies per toll free line ordered. An additional charge applies for toll free call detail per line.

Outbound Service	Day	Maximum Rates	
		Evening	Night/Weekend
intraLATA	\$0.400	\$0.400	\$0.400
interLATA	\$0.400	\$0.400	\$0.400

Inbound Service	Day	Maximum Rates	
		Evening	Night/Weekend
intraLATA	\$0.400	\$0.400	\$0.400
interLATA	\$0.400	\$0.400	\$0.400

	Maximum Rates
Non-Recurring Installation Fee per Toll Free Number:	\$45.00
Monthly charge per Toll Free Number Call Detail:	\$25.00

The interstate Monthly Recurring Charge for this service is waived if combined monthly billing for intrastate, interstate and international calling exceeds \$500, including one (1) toll free line. All intrastate calls billed after Customer has achieved \$500 in total monthly billing will be rated as follows:

Outbound Service	Day	Maximum Rates	
		Evening	Night/Weekend
intraLATA	\$0.400	\$0.400	\$0.400
interLATA	\$0.400	\$0.400	\$0.400

Inbound Service	Day	Maximum Rates	
		Evening	Night/Weekend
intraLATA	\$0.400	\$0.400	\$0.400
interLATA	\$0.400	\$0.400	\$0.400

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)
3.16 Top 20, Plan No. 125

The Top 20 Plan provides Customers with inbound and outbound calling on a time-of-day basis. Calls are billed in six (6) second increments after an initial billing period of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. A Non-Recurring charge applies per toll free line ordered. The interstate Monthly Recurring Charge for this service is waived if combined monthly billing for intrastate, interstate and international calling exceeds \$150, including one (1) toll free line. An additional charge applies for toll free call detail per line.

	Maximum Rates		
	Day	Evening	Night/Weekend
Outbound	\$0.500	\$0.500	\$0.500
Inbound	\$0.500	\$0.500	\$0.500
			Maximum Rates
Non-Recurring Installation Fee per Toll Free Number:			\$45.00
Monthly charge per Toll Free Number Call Detail:			\$25.00

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)
3.17 Easy One Wats, Plan No. 115

Easy One Wats Plan provides Customers with inbound and outbound calling on a time-of-day basis. Calls are billed in six (6) second increments after an initial billing period of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. A Non-Recurring charge applies per toll free line ordered. The interstate Monthly Recurring Charge for this service is waived if combined monthly billing for intrastate, interstate and international calling exceeds \$50. An additional charge applies for toll free call detail per line.

	Maximum Rates		
	Day	Evening	Night/Weekend
Outbound	\$0.500	\$0.500	\$0.500
Inbound	\$0.500	\$0.500	\$0.500
			Maximum Rates
Non-Recurring Installation Fee per Toll Free Number:			\$45.00
Monthly charge per Toll Free Number Call Detail:			\$25.00

3.18 Plan No. 109

Plan No. 109 provides Customers with inbound and outbound calling for a flat rate per minute. Calls are billed in six (6) second increments after an initial billing period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Service is available on a one-year term basis only. The interstate Monthly Recurring charge is waived if combined monthly billing for intrastate, interstate and international calling exceeds \$100.

Maximum Rate Per Minute	
Outbound/Inbound	
1 Year Term	\$0.436

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)
3.19 Plan No. 100

Plan No. 100 is an inbound and outbound calling service for Customer billed on a mileage sensitive time-of-day sensitive basis. Outbound service is billed in one (1) minute increments. Inbound service is billed in six (6) second increments after and initial billing period of one (1) minute and originate and terminate on Customer-provided switched access lines. A Non-Recurring charge applies per toll free line ordered. A discount will be applied based on the total intrastate usage each month.

Mileage	Maximum Rates					
	Day		Evening		Night/Weekend	
	Initial Period	Additional Period	Initial Period	Additional Period	Initial Period	Additional Period
0-10	\$0.800	\$0.800	\$0.800	\$0.800	\$0.800	\$0.800
11-22	\$0.800	\$0.800	\$0.800	\$0.800	\$0.800	\$0.800
23-55	\$0.800	\$0.800	\$0.800	\$0.800	\$0.800	\$0.800
56-124	\$0.800	\$0.800	\$0.800	\$0.800	\$0.800	\$0.800
125+	\$0.800	\$0.800	\$0.800	\$0.800	\$0.800	\$0.800

Inbound Volume Discount Schedule

Usage Minutes	Percent Discount
100-999	5%
1000-1999	10%
2000-2999	15%
3000+	20%

Issued:

Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

AZi0500

SECTION 4 - CONTRACTS AND PROMOTIONS

4.1 Demonstration of Service

From time-to-time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed three (3) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

4.2 Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

Issued:

Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

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SECTION 5 - CURRENT PRICE LIST

5.1 Return Check Charge

Per Incident Charge: \$25.00

5.2 Public Telephone Surcharge

Per Call Charge: \$0.30

Issued:

Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

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SECTION 5 - CURRENT PRICE LIST, (CONT'D.)
5.3 Prime Solutions - Nos. 997 & 998

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. Service is available on a monthly basis or via a one-year term agreement.

Usage Level	Inbound/Outbound Rate Per Minute	
	Month to Month	1 Year Term
\$0-\$250	\$0.079	\$0.077
\$250.01-\$999	\$0.077	\$0.075
\$999.01 +	\$0.075	\$0.073

5.4 5 Cent Special - No. 301

Calls are billed in six (6) second increments after the initial minimum period of thirty (30) seconds and originate and terminate on Customer-provided switched access lines.

	Rate Per Minute
Outbound	\$0.050
Inbound	\$0.050

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Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

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SECTION 5 - CURRENT PRICE LIST, (CONT'D.)
5.5 The Saver - No. 224

Calls are billed in six (6) second increments after the initial minimum period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive.

Rate Per Minute	
Outbound	\$0.090
Inbound	\$0.090

5.6 Target 2000 Plus - No. 993, 994 & 991

Calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. Internet billing is available to Customers at no additional charge. Service is available on a month-to-month basis or via one (1) year term agreement.

Rate Per Minute	
Inbound/Outbound	\$0.089
Month to Month	
Inbound/Outbound	\$0.084
1 Year term	

 Issued:
 Issued by:

Nick Tondre
 Senior Vice President
 1122 Colorado, Suite 107
 Austin, Texas 78701

Effective:

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SECTION 5 - CURRENT PRICE LIST, (CONT'D.)**5.7 Summer Rate Plan - No. 990**

Calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. Internet billing is available to Customers at no additional charge.

	Rate Per Minute
Outbound	\$0.090
Inbound	\$0.090

5.8 Plan Nos. 985, 986, 987, 988, 989

Billing is in six (6) second increments with an initial billing period of six (6) seconds and originate and terminate on Customer-provided switched access lines.

	Rate Per Minute
Outbound	\$0.090
Inbound	\$0.090

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Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

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SECTION 5 - CURRENT PRICE LIST, (CONT'D.)

5.9 Plan Nos. 981, 983, 984

Calls are billed in six (6) second increments with an initial billing period of six (6) seconds and originate and terminate on Customer-provided switched access lines.

Rate Per Minute
Outbound/Inbound \$0.100
1 Year Term

5.10 Plan No. 982

Calls are billed in six (6) second increments with an initial billing period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Service is available on a one-year term basis only.

Mileage	Day	Eve	Night/Weekend
0-499	\$0.12	\$0.12	\$0.12
500+	\$0.10	\$0.10	\$0.10

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Senior Vice President
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SECTION 5 - CURRENT PRICE LIST, (CONT'D.)

5.11 2-Step Service, Plan No. 220

Calls are billed in six (6) second increments after an initial billing period of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. A Non-Recurring charge applies per toll free line ordered. An additional charge applies for toll free call detail per line.

Outbound Service	Day	Evening	Night/Weekend
intraLATA	\$0.125	\$0.120	\$0.120
interLATA	\$0.130	\$0.125	\$0.125
Inbound Service	Day	Evening	Night/Weekend
intraLATA	\$0.140	\$0.135	\$0.135
interLATA	\$0.145	\$0.140	\$0.140
Non-Recurring Installation Fee per Toll Free Number:			\$15.00
Monthly charge per Toll Free Number Call Detail:			\$ 5.00

All intrastate calls billed after Customer has achieved \$500 in total monthly billing will be rated as follows:

Outbound Service	Day	Evening	Night/Weekend
intraLATA	\$0.120	\$0.115	\$0.115
interLATA	\$0.125	\$0.120	\$0.120
Inbound Service	Day	Evening	Night/Weekend
intraLATA	\$0.135	\$0.130	\$0.130
interLATA	\$0.140	\$0.135	\$0.135

Issued:
Issued by:

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Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

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SECTION 5 - CURRENT PRICE LIST, (CONT'D.)

5.12 Top 20, Plan No. 125

Calls are billed in six (6) second increments after an initial billing period of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. A Non-Recurring charge applies per toll free line ordered. An additional charge applies for toll free call detail per line.

	Day	Evening	Night/Weekend
Outbound	\$0.140	\$0.110	\$0.110
Inbound	\$0.170	\$0.160	\$0.150
Non-Recurring Installation Fee per Toll Free Number:			\$15.00
Monthly charge per Toll Free Number Call Detail:			\$ 5.00

Issued:
Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

AZi0500

SECTION 5 - CURRENT PRICE LIST, (CONT'D.)**5.13 Easy One Wats, Plan No. 115**

Calls are billed in six (6) second increments after an initial billing period of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. A Non-Recurring charge applies per toll free line ordered. An additional charge applies for toll free call detail per line.

	Day	Eve	Night/Weekend
Outbound	\$0.140	\$0.110	\$0.110
Inbound	\$0.170	\$0.160	\$0.150
Non-Recurring Installation Fee per Toll Free Number:			\$15.00
Monthly charge per Toll Free Number Call Detail:			\$ 5.00

5.14 Plan No. 109

Calls are billed in six (6) second increments after an initial billing period of six (6) seconds and originate and terminate on Customer-provided switched access lines. Service is available on a one-year term basis only.

	Rate Per Minute
Outbound/Inbound	\$0.109
1 Year Term	

Issued:

Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

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SECTION 5 - CURRENT PRICE LIST, (CONT'D.)
5.15 Plan No. 100

Outbound service is billed in one (1) minute increments. Inbound service is billed in six (6) second increments after and initial billing period of one (1) minute and originate and terminate on Customer-provided switched access lines. A Non-Recurring charge applies per toll free line ordered. A discount will be applied based on the total intrastate usage each month.

Mileage	Day		Eve		Night/Weekend	
	Initial Period	Additional Period	Initial Period	Additional Period	Initial Period	Additional Period
0-10	\$0.185	\$0.165	\$0.155	\$0.135	\$0.135	\$0.115
11-22	\$0.195	\$0.185	\$0.155	\$0.145	\$0.135	\$0.125
23-55	\$0.195	\$0.185	\$0.155	\$0.145	\$0.135	\$0.125
56-124	\$0.195	\$0.185	\$0.155	\$0.145	\$0.135	\$0.125
125+	\$0.195	\$0.185	\$0.155	\$0.145	\$0.135	\$0.125

Inbound Volume Discount Schedule

Usage Minutes	Percent Discount
100-999	5%
1000-1999	10%
2000-2999	15%
3000+	20%

Issued:

Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

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SECTION 5 - CURRENT PRICE LIST, (CONT'D.)
5.16 Call Today, Plan No. 171

Calls are billed in six (6) second increments after an initial billing period of thirty (30) seconds and originate and terminate on Customer-provided switched access lines. A Monthly Recurring Charge applies.

	Rate Per Minute	
Outbound/Inbound		\$0.140
Monthly Recurring Charge:		\$3.00

5.17 The Saver Plan, Plan No. 224

Calls are billed in six (6) second increments after an initial billing period of six (6) seconds and originate and terminate on Customer-provided switched access lines volume discounts apply based on Customers' purchase of additional Company services and monthly usage.

Rate Per Minute:	\$0.09
------------------	--------

Discount Schedule:

Usage Minutes	Pagers	Data Services/Frame Relay	Internet Access
0-199	10%	0%	10%
200-999	20%	5%	15%
1000+	25%	10%	20%

Issued:

Issued by:

Nick Tondre
Senior Vice President
1122 Colorado, Suite 107
Austin, Texas 78701

Effective:

AZi0500

WESTEL, INC.

ATTACHMENT C

Affidavits of Publication

The Applicant will publish notice of this Application once acknowledgement of the application is received from Staff and a docket number assigned. Affidavits of publication will be provided thereafter once they are received.

WESTEL, INC.

ATTACHMENT D

Financial Statements

WESTEL, INC.
BALANCE SHEET
DECEMBER 31, 2003

ASSETS

CASH & MARKETABLE SECURITIES	\$	2,968,364.98
ACCOUNTS RECEIVABLE - TRADE	\$	4,659,019.58
NOTES RECEIVABLE - TRADE	\$	1,091,478.45
OTHER CURRENT ASSETS	\$	50,224.85
TOTAL CURRENT ASSETS	\$	<u>8,769,087.86</u>
NOTES RECEIVABLE - LONG-TERM	\$	4,330,360.75
EQUIPMENT, FURNITURE, FIXTURES	\$	7,258,623.72
LESS: ACCUMULATED DEPN.	\$	(7,161,367.88)
ADVANCES TO AFFILIATE	\$	3,275,877.94
TOTAL LONG TERM ASSETS	\$	<u>7,703,494.53</u>
TOTAL ASSETS	\$	<u><u>16,472,582.39</u></u>

WESTEL, INC.
BALANCE SHEET
DECEMBER 31, 2003

LIABILITIES & OWNERS' EQUITY

ACCOUNTS PAYABLE	\$ 3,082,298.88
ACCRUED EXPENSES	\$ 786,471.86
OTHER CURRENT LIABILITIES	\$ 274,792.00
TOTAL CURRENT LIABILITIES	<u>\$ 4,143,562.74</u>
OTHER LONG-TERM LIABILITIES	\$ 5,848,373.14
TOTAL LIABILITIES	<u>\$ 9,991,935.88</u>
COMMON STOCK	\$ 10,000.00
ADD. PAID IN CAPITAL COMMON	\$ 4,000.00
RETAINED EARNINGS	\$ 6,466,646.51
TOTAL LIABILITIES & OWNERS' EQUITY	<u><u>\$ 16,472,582.39</u></u>

WESTEL, INC.
INCOME STATEMENT
YTD DECEMBER 31, 2003

TOTAL SALES REVENUE	\$	17,664,987.25
TOTAL COST OF SALES	\$	10,639,264.71
CONTRIBUTION MARGIN	\$	<u>7,025,722.54</u>
TOT. OPERATING EXPENSES	\$	6,622,650.27
INCOME (LOSS) FROM PRIM. OPS	\$	<u>403,072.27</u>
DEPRECIATION	\$	147,259.69
INTEREST EXPENSE	\$	26,916.86
OTHER REVENUE (EXPENSES)	\$	321,045.33
NET INCOME (LOSS)	\$	<u><u>549,941.05</u></u>

WESTEL, INC.
BALANCE SHEET
DECEMBER 31, 2002

ASSETS

CASH & MARKETABLE SECURITIES	\$ 341,417.29
ACCOUNTS RECEIVABLE - TRADE	\$ 1,802,406.22
NOTES RECEIVABLE - TRADE	\$ 1,091,349.85
OTHER CURRENT ASSETS	\$ 47,842.62
TOTAL CURRENT ASSETS	<u>\$ 3,283,015.98</u>
NOTES RECEIVABLE - LONG-TERM	\$ 6,300,000.00
EQUIPMENT, FURNITURE, FIXTURES	\$ 7,269,223.01
LESS: ACCUMULATED DEPN.	\$ (7,066,711.48)
ADVANCES TO AFFILIATE	\$ 3,275,877.94
TOTAL LONG TERM ASSETS	<u>\$ 9,778,389.47</u>
TOTAL ASSETS	<u><u>\$ 13,061,405.45</u></u>

WESTEL, INC.
BALANCE SHEET
DECEMBER 31, 2002

LIABILITIES & OWNERS' EQUITY

ACCOUNTS PAYABLE	\$ 3,754,482.01
ACCRUED EXPENSES	\$ 378,546.16
OTHER CURRENT LIABILITIES	\$ 273,994.75
TOTAL CURRENT LIABILITIES	<u>\$ 4,407,022.92</u>
OTHER LONG-TERM LIABILITIES	\$ 5,468,339.59
TOTAL LIABILITIES	<u>\$ 9,875,362.51</u>
COMMON STOCK	\$ 10,000.00
ADD. PAID IN CAPITAL COMMON	\$ 4,000.00
RETAINED EARNINGS	\$ 3,172,042.94
TOTAL LIABILITIES & OWNERS' EQUITY	<u><u>\$ 13,061,405.45</u></u>

WESTEL, INC.
INCOME STATEMENT
YTD DECEMBER 31, 2002

TOTAL SALES REVENUE	\$	19,578,685.57
TOTAL COST OF SALES	\$	12,241,429.22
CONTRIBUTION MARGIN	\$	<u>7,337,256.35</u>
TOT. OPERATING EXPENSES	\$	7,016,561.40
INCOME (LOSS) FROM PRIM. OPS	\$	<u>320,694.95</u>
DEPRECIATION	\$	247,880.25
INTEREST EXPENSE	\$	1,328.88
OTHER REVENUE (EXPENSES)	\$	228,190.01
NET INCOME (LOSS)	\$	<u><u>299,675.83</u></u>

WESTEL, INC.

ATTACHMENT E

Projections

WESTEL, INC.

**PROJECTED OPERATING REVENUES AND EXPENSES FOR ARIZONA
TWELVE MONTH PROJECTION**

Operating Revenues	\$	491,000
Operating Expenses	\$	446,902

WESTEL, INC.

ATTACHMENT F
Additional Information

1. Please indicate the current value of all Westel assets located in Arizona.

zero.
2. WesTel plans to offer service to business and residential customers.
3. The tariff maximum rates are based on approximately 2 times the current charges for each of the company's services. Minimum rates are one half the current rate.
4. Regarding the company's tariffed range of rates: The company believes its range of rates is just and reasonable. The company has filed services and rates at the current rates tariffed by Qwest and therefore assumes the services and rates to be just and reasonable. The range of rates is based on the company's experience in other states and the uncertainty facing UNE-P providers in Arizona.
5. \$10,000 bond was filed July 12, 2004. A copy of the bond submitted to the Commission is attached.

BOND NO. 61BSBCN5506

UTILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Westel, Inc. f/k/a Westel Long Distance Communications, as Principal, and Hartford Casualty Insurance Company, a Indiana corporation, authorized to do business in the State of Arizona, as Surety are held and firmly bound unto the **ARIZONA CORPORATION COMMISSION** in the amount of Ten Thousand and No/100 Dollars- - - - - Dollars (\$10,000.00-----), lawful money of the United States of America for the payment of which the Principal and Surety are hereby jointly and severally bound.

NOW, THEREFORE, if the said Principal, or any assigns of his fails to provide competitive retail telecommunications services so furnished, the said Surety will pay the same to the users of the Principal with the consent of the Arizona Corporation Commission as Trustee, an amount not exceeding the sum hereinabove specified, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that regardless of the number of years this bond shall continue in force and of the number of premiums which shall be payable or paid, the Surety shall not be liable thereunder for a larger amount, in the aggregate, than the amount of the bond.

PROVIDED FURTHER, that should the Surety so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing by certified mail to Obligee.

Signed, dated and sealed this 1st day of July, 2004.

Westel, Inc. f/k/a Westel Long Distance Communications Co.
(Principal)

Hartford Casualty Insurance Company
(Surety)

By: Nick Tond

By: Steve Berry
Steve Berry, Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 61-614081

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Richard M. Heidbrink, Kimberly J. Smith, Richard D. Bright, Steve Berry, Nancy T. Berry, Morris D. Plagens, Jr.
of
Houston, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 23rd day of July, 2003, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 1, 2004.

Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President



Inquiries Regarding Claims

Hartford Fire Insurance Company	Twin City Insurance Company
Hartford Casualty Insurance Company	Hartford Insurance Company of Illinois
Hartford Accident and Indemnity Company	Hartford Insurance Company of the Midwest
Hartford Underwriters Insurance Company	Hartford Insurance Company of the Southeast

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number : 888-266-3488
Fax - Claims : 860-757-5835 or 860-547-8265
E-mail : claims@1stepsurety.com

Mailing Address : The Hartford
The Hartford Fidelity & Bonding (BOND)
Hartford Plaza
690 Asylum Avenue
Hartford, CT 06115



<i>Insured's Name</i> Westel, Inc. f/k/a Westel Long Distance Communications Co.
<i>Insured's Mailing Address</i> 9606 N. MOPAC, #700 Austin, Texas 78759
<i>Policy Number</i> 61BSBCN5506

IMPORTANT NOTICE TO OBLIGEEES/POLICYHOLDERS – TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that, under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002, we must make terrorism coverage available in your bond/policy. However, the actual coverage provided by your bond/policy for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, limits, other provisions of your bond/policy, any endorsements to the bond/policy and generally applicable rules of law.

Any terrorism coverage provided by this bond/policy is partially reinsured by the United States of America under a formula established by Federal Law. Under this formula, the United States will pay 90% of covered terrorism losses exceeding a statutorily-established deductible paid by sureties/insurers until such time as insured losses under the program reach \$100 billion. If that occurs, Congress will determine the procedures for, and the source of, any payments for losses in excess of \$100 billion.

The premium charge that has been established for terrorism coverage under this bond/policy is either shown on this form or elsewhere in the bond/policy. If there is no premium shown for terrorism on this form or elsewhere in the bond/policy, there is no premium for the coverage.

Terrorism premium:	\$0
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