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August 16, 2005

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ORIGINAL

VIA FEDERAL EXPRESS
Docket Control
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

Re: **Application of Smith Bagley, Inc. for Designation as an Eligible Telecommunications Carrier Under 47 U.S.C. 214(e)(2) and A.C.C. R14-2-1203 Docket No. T-02556A-99-0207**

To Whom It May Concern:

Enclosed are an original and ten copies of Smith Bagley, Inc.'s amended tariff for its universal service offering in the state of Arizona. It has been amended pursuant to Arizona Corporation Commission Docket No. T-00000A-05-0380.

Also enclosed is a confirmation copy of this filing. Please date-stamp and return in the envelope provided.

Sincerely,

B. Lynn F. Ratnavale

B. Lynn F. Ratnavale

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TERMS, CONDITIONS, RATES AND CHARGES

Applying to the provision of

Basic Universal Service Utilizing Cellular Radiotelephone Service

within the ETC Service Area of

Smith Bagley, Inc.

in the State of

ARIZONA

as provided herein.

1. APPLICATION AND REFERENCE

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1. APPLICATION AND REFERENCE

1.1 APPLICATION OF TARIFF

This Tariff contains the regulations, terms, conditions and charges applicable to the provision of basic Universal Service utilizing Cellular Radiotelephone Service within the designated Eligible Telecommunications Carrier ("ETC") service area of SMITH BAGLEY, INC., hereinafter referred to as the Company.

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EXHIBIT 2: ROAMING AREA

ROAMING AREA MAP Ex. 2

1. APPLICATION AND REFERENCE

1.3 TARIFF FORMAT

1.3.1 LOCATION OF MATERIAL

A. Section 1 provides the following for all of the sections in this Tariff.

- Table of Contents - a numerical listing to find the desired section and page.

B. Each individual section in the Tariff provides a Subject Index for the material located within that section.

1.3.2 OUTLINE STRUCTURE

The Tariff uses nine levels of indentations known as Tariff Information Management (TIM) Codes, as outlined below:

LEVEL	APPLICATION	EXAMPLE
1	Section Heading	1. APPLICATION AND REFERENCE
2	Sub Heading	1.3 TARIFF FORMAT
3	Sub Heading	1.3.1 LOCATION OF MATERIAL
4	Sub Heading/Tariff Text	A. Text
5	Sub Heading/Tariff Text	1. Text
6	Sub Heading/Tariff Text	a. Text
7	Sub Heading/Tariff Text	(1) Text
8	Sub Heading/Tariff Text	(a) Text
9	Footnotes	[1] Text

1. APPLICATION AND REFERENCE

1.3 TARIFF FORMAT (Cont'd)

1.3.3 RATES

Within rates listing, the following types of entries are allowed:

- Rate Amount

  The rate amount indicates the dollar value associated with the service.

- A footnote designator "[1]"

  The footnote designator indicates that further information is contained in a footnote.

- ICB

  The acronym "ICB" indicates that the product/service is rated on an individual case basis.

1. APPLICATION AND REFERENCE

1.4 EXPLANATION OF CHANGE SYMBOLS

SYMBOL	EXPLANATION
(C)	To signify changed regulation, term or condition
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the Tariff with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text but no change in rate, regulation, term or condition

1. APPLICATION AND REFERENCE

1.5 EXPLANATION OF ABBREVIATIONS

Cont'd	- Continued
dB	- Decibel
FCC	- Federal Communications Commission
Hz	- Hertz
kHz	- kilohertz
MHz	- megahertz
MTSO	- Mobile Telephone Switching Office

1. APPLICATION AND REFERENCE

1.6 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Marks are identified in text throughout this document in all caps and italics, e.g., *CELLULAR ONE* Service.

MARK	OWNER
CELLULAR ONE™	Smith Bagley, Inc. (Licensee)

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS

Building

A structure occupied by one or more Customers.

Cellular Geographic Service Area (CGSA)

The territory served by the Company as authorized by the FCC.

Cellular Service Agreement

A contract for Wireless Service between the Company and Customer.

Chargeable Time

Use of Wireless Service that is applied against included or purchased airtime minutes.

Class of Service

A subgrouping of Customers typically business, residence or Public Access Line for the purpose of rate distinctions.

Company

Refers to Smith Bagley, Inc., d/b/a CELLULAR ONE.

Cost

Where the words cost or actual cost are used, they are intended to cover the actual cost of material, labor, and incidentals, plus a charge for administration.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

Customer

A person, firm, corporation, or governmental agency responsible for paying the telephone bills and for complying with the rules and regulations of the Company.

Drop Wire

Wires between a fixed antenna and the point of entrance to the building in which the Customer's service is located.

Eligible Telecommunications Carrier Service Area (ETC Service Area)

That geographical area throughout which the Company is authorized to serve eligible universal service subscribers. A map of SBI's ETC Service Area is attached hereto as Exhibit 1.

Facilities

MTSO equipment, cell site base stations, point-to-point microwave stations, supplemental equipment, apparatus, wiring, cables and other materials and mechanisms necessary to or furnished in connection with Wireless Service.

Mobile Sales Office N
N
A temporary sales office that the Company sets up periodically in communities N
where the Company has no permanent storefront operation. N

Mobile Telephone Switching Office (MTSO)

A switching unit providing telecommunications services to the general public designed for terminating and switching wireless traffic and interconnecting with the Public Switched Telephone Network.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

Near Reservation N
Those areas wherein Smith Bagley, Inc. has been granted ETC status and where Universal Service Customers are eligible for Lifeline and Linkup Service, but which are not on Native American Reservations. N

Network Facilities

All Company facilities from the MTSO up to and including the Standard Network Interface, but not including the Customer's mobile unit.

Nonrecurring Charge

The one-time charge associated with a given service or item of equipment which applies on a per service and/or a per item basis each time the service or item of equipment is provided or changed.

Station

A base station and other type equipment at the Customer's premises or under the which Customer's control, allows the Customer to establish communication.

Supporting Structure

Consisting of, but not limited to, pipes, conduits, poles, trenches, backboards, plenum spaces, etc.; as required for the physical placement, protection and support of telephone facilities. These structures are furnished, installed and maintained at the expense of the Premises owner for use by the Company in terminating telecommunications.

Universal Service

The furnishing of basic telephone service, as required by the Communications Act of 1934, as amended, the Federal Communications Commission's Rules, and the Rules of the Arizona Corporation Commission to the Company's Customers utilizing Cellular Radiotelephone Service within the designated Eligible Telecommunications Carrier ("ETC") service area.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

Universal Service Customer

A Customer who is eligible to receive benefits established under federal or state universal service programs.

Wireless Service

The furnishing of equipment and facilities for cellular radiotelephone communications within a designated area.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING UNIVERSAL SERVICE

These regulations are added to those pertaining to specific service items in other sections. Any change in rates or regulations approved by appropriate governmental authority modifies all service terms and conditions.

2.2.1 APPLICATION FOR UNIVERSAL SERVICE

1. Applications for establishment of universal service may be made to the Company in writing. These applications become contracts upon approval and shall be subject at all times to the lawful rates and regulations of the Company.

2. Requests from Customers for additional service or equipment may be made orally or in writing and, upon approval or installation of the service, become a part of the original contract, except that each such additional item is subject to the appropriate rates, terms and conditions then in effect.

A. Refusal

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING UNIVERSAL SERVICE

2.2.1 APPLICATION FOR UNIVERSAL SERVICE (Cont'd)

B. Cancellation

1. When an application for service, for which special engineering must be undertaken is canceled in whole or in part before service is established, the applicant or Customer is required, on demand, to reimburse the Company for all expense incurred in connection with the application for service and the installation of the required equipment and facilities before notice of cancellation is received. Such charges are not to exceed the service, construction and termination charges otherwise applicable if the service had been established.

Issued: 5-17-01 Effective: 6-1-01

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING UNIVERSAL SERVICE

2.2.1 APPLICATION FOR UNIVERSAL SERVICE (Cont'd)

C. Transfer of Service Between Customers

An applicant may supersede the service of a Customer where an arrangement acceptable to the Company is made by the Customer and the applicant to pay all outstanding charges against the service, and the superceding Customer establishes its eligibility to receive universal service subsidies.

2.2.2 OBLIGATION TO FURNISH SERVICE

A. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain suitable rights and facilities, without unreasonable expense, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

2.2.3 PRODUCT GUARANTEE

A. The Product Guarantee allows Customers who are new subscribers to Company's universal service and equipment and are not completely satisfied with the service and or equipment to return the equipment within 60 days for a full refund of the purchase price of the equipment and receive a credit for any unused portion of the applicable service.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING UNIVERSAL SERVICE

2.2.3 PRODUCT GUARANTEE (Cont'd)

B. The Product Guarantee does not include and will not apply to the following products and services of the Company:

Charges, taxes, costs and items that are billed by the Company for others or on account of other rules, nor to any product, service, offering, or other feature that is not solely provided by the Company, such as but not limited to:

- State Assessed Charges (i.e., 911 Surcharge)
- 900 Services
- Toll Service provided by others
- Equipment, facilities, telephone sets, instruments or the like provided by another.

C. The Company may refuse to return a Customer's applicable paid charges where the Customer has previously ordered the same or similar product(s) or service(s) and cancelled such same or similar product or service.

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2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING UNIVERSAL SERVICE (Cont'd)

2.2.4 LIMITED COMMUNICATION

The Company reserves the right to limit use of communication services when emergency conditions cause a shortage of facilities.

2.2.5 ASSIGNING AND CHANGING OF TELEPHONE NUMBERS

The Customer has no property right in the telephone number and the Company may change the telephone number of a Customer whenever it considers it desirable in the conduct of its business.

2.2.6. TERMINATION OF SERVICE

A. Initial Contract Periods

1. Where service is disconnected and subsequently reestablished at the same location for the same or different Customer, a new initial contract period will apply, whether or not the equipment has been removed. However, where there is a transfer of service from one Customer to another without lapse in the rendition of service and the same business is continued, a new initial contract period will not apply, except that the succeeding Customer will be required to assume responsibility for any unexpired portion of the initial contract period.

2. Where the provision of service requires unusual costs or involves special assemblies of equipment, or where the provision of service requires construction of outside plant facilities for possible short term use, the Company reserves the right to require an initial contract period of longer than thirty-six (36) months for on reservation customers or thirty-eight (38) months for near reservation customers in addition to any construction charge that may be applicable. N N

B. Charges for Termination of Service

1. Nonrecurring charges do not apply to disconnect and/or removal of service, equipment, service features or facilities unless otherwise specified.

2. After the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company (pursuant to the terms and conditions of the Customer Service Agreement and this Tariff) and payment of all charges due to the date of termination of the service.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING UNIVERSAL SERVICE (Cont'd)

2.2.6 TERMINATION OF SERVICE

A. Reasons for Termination

The Company may terminate service, with notice, for the following reasons:

1. Nonpayment

Any sum due the Company beyond the payment date.

2. Breach

Following Customer's breach of any provision of its Cellular Service Agreement or pursuant to any applicable rule, regulation or tariff or reasonable standards.

3. Obscenities

Use of foul or profane language over the lines of the Company.

4. Abuse

a. Following any attempt to use the service fraudulently or in violation of any laws, rules or regulations.

b. Use of service that interferes with another Customer's service or that is used for any purpose other than communication.

c. Directory Assistance to obtain a Customer's listed name, address or telephone number for any purpose other than to facilitate the making of a telephone call shall constitute an abuse of the service.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING UNIVERSAL SERVICE (Cont'd)

2.2.6 TERMINATION OF SERVICE (Cont'd)

B. Nonrecurring Charge for Restoral of Service

1. A nonrecurring charge will be applied to reestablish service if service is suspended for proper cause, toll service or other regulated charges, but an order providing for complete disconnection has not been completed. All charges up to the date of the suspension are due prior to restoral of service. The following charge will be applied:

	NONRECURRING CHARGE	
• Each line restored	$ 36.00	I

2. Once a disconnection order has been completed, service will be reestablished only upon the basis of a new application for service in addition to any charges due up to the date of suspension.

2.2.7 SUSPENSION OF SERVICE

The Company may, at its discretion, suspend service to a Customer for up to three (3) months (a) at the Customer's request, or (b) for noncompliance with the Cellular Service Agreement which is susceptible to cure.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING UNIVERSAL SERVICE (Cont'd)

2.2.8 PROMOTIONAL OFFERINGS

The Company may from time to time engage in promotions of its universal service offerings designed to attract new Customers or to increase awareness of particular offerings among existing Customers. These promotions will be for a limited time period and will typically involve the waiver or discount of recurring and/or nonrecurring charges for service offerings. Each promotion will be developed so that the revenue received by the Company will cover the direct marginal cost of the service being promoted.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.1 CUSTOMER RESPONSIBILITY

The Customer is responsible for payment of all charges for facilities and services furnished the Customer, including charges for services originated, or charges accepted, at such facilities.

2.3.2 LATE PAYMENTS

A late payment charge in the amount of one and one-half percent (1.5%) per month, or the maximum allowable by law, of any balance remaining unpaid after the date due may be added to Customer's balance due to Company once that unpaid balance has been due and payable for thirty (30) days or more. Customer shall pay all costs, fees and expenses of any kind which Company may incur to collect all amounts due from Customer, including, without limitation, all court costs, attorneys' fees, collection agency fees or commissions or other collection costs or expenses of any kind or nature.

2.3.3 ADVANCE PAYMENT FOR SERVICE

A. Charges for the initial thirty-six (36 months) of universal service for on reservation customers or thirty-eight (38 months)of universal service for near reservation customers may be paid in advance in cash, or where the Customer is creditworthy, charged to a credit card acceptable to the Company. The Company shall return any unused monthly access fees to a Universal Service Customer who terminates service before the expiration of the thirty-six month period, provided, the customer returns any equipment and is not otherwise in breach of its Cellular Service Agreement. N N N

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 LIABILITY OF THE COMPANY

2.4.1 SERVICE LIABILITIES

A. Limitations

CUSTOMER ACKNOWLEDGES THAT THE WIRELESS SERVICE MAY NOT BE COMPLETELY PRIVATE AND IS OF SUCH A NATURE THAT WIRELESS SERVICE MAY BE INTERRUPTED, LOST OR LIMITED FOR MANY REASONS OTHER THAN THE NEGLIGENCE OF THE COMPANY, INCLUDING, BUT NOT LIMITED TO, DIALING ERRORS, POWER FAILURES, LEAVING WIRELESS SERVICE COVERAGE AREA, MALFUNCTIONING EQUIPMENT, INTERRUPTIONS IN THE COMPANY'S INTERCONNECTIONS TO WIRELINE, WIRELESS, OR INTEREXCHANGE CARRIERS, "DEAD SPOTS" OR OTHER INCOMPLETE COVERAGE AREAS WITHIN COMPANY'S LOCAL SERVICE AREA, AND ELECTRONIC OR ATMOSPHERIC INTERFERENCE.

COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM THE CAUSES LISTED ABOVE, OR ANY OTHER CAUSES BEYOND THE DIRECT AND EXCLUSIVE CONTROL OF COMPANY. COMPANY'S LIABILITY FOR ITS OWN NEGLIGENCE OR ANY OTHER REASON MAY NOT IN ANY EVENT EXCEED THE PRORATED CHARGE FOR SERVICE DURING THE PERIOD DAMAGES OCCURED. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR INJURIES. ACCORDINGLY, CUSTOMER AGREES TO ASSUME THE RESPONSIBILITY OF INSURING AGAINST OR OTHERWISE BEARING THE RISK OF GREATER LOSSES.

NO LIABILITY SHALL ATTACH TO THE COMPANY FOR DAMAGES ARISING FROM ERRORS, MISTAKES, OMISSIONS, INTERRUPTIONS, OR DELAYS OF THE COMPANY, ITS AGENTS, SERVANTS OR EMPLOYEES, IN THE COURSE OF ESTABLISHING, FURNISHING, REARRANGING, MOVING, TERMINATING, OR CHANGING THE WIRELESS SERVICE OR FACILITIES (INCLUDING THE OBTAINING OR FURNISHING OF INFORMATION IN RESPECT THEREOF OR WITH RESPECT TO THE CUSTOMERS OR USERS OF THE WIRELESS SERVICE OR

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 LIABILITY OF THE COMPANY (Cont'd)

FACILITIES) IN THE ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

CUSTOMER HEREBY AGREES TO INDEMNIFY COMPANY AND HOLD COMPANY HARMLESS FROM ALL SUITS, LIABILITIES, COSTS AND CLAIMS OF ANY KIND ARISING OUT OF ANY ACTIONS, OMISSIONS, OR USE OF THE SERVICE OR A CELLULAR STATION OF OR BY CUSTOMER, ANY USER OR ANY OTHER INDIVIDUAL OR ENTITY WITH CUSTOMER'S OR A USER'S CONSENT.

COMPANY IS NOT LIABLE FOR ANY LOSS, DAMAGE, ACCIDENT, INJURY OR THE LIKE OCCASIONED BY THE USE OF THE SERVICE OR THE PRESENCE OF A CELLULAR STATION, OR FOR ANY DAMAGE TO ANY MOTOR VEHICLE OR OTHER PROPERTY RESULTING FROM THE INSTALLATION OR PRESENCE OF A CELLULAR STATION.

B. Transmission

1. The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties.

2. The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 LIABILITY OF THE COMPANY (Cont'd)

2.4.1 SERVICE LIABILITIES (Cont'd)

C. Connections with Other Telephone Companies

When the facilities of other companies are used in establishing connection to points not reached by the Company's facilities, the Company is not liable for any act or omission of the other company or companies and their agents, servants or employees.

D. Defacement of Premises

The Company shall not be liable for any defacement of, or damage to, Customer's premises resulting from the existence of the Company's instruments, apparatus, or wiring, on such premises, or caused by the installation or removal, when such defacement or damage is not the result of the negligence of the Company.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 LIABILITY OF THE COMPANY (Cont'd)

2.4.2 MAINTENANCE AND REPAIR

A. All ordinary expense or maintenance and repair in connection with services provided by the Company is borne by the Company unless otherwise specified.

B. Nonrecurring charges do not apply to repair services.

2.4.3 HAZARDOUS OR INACCESSIBLE LOCATIONS

A. In areas the Company considers hazardous or inaccessible to its employees, the Customer may be required to furnish, install and maintain the facilities or equipment.

B. Such installations are subject to Company approval to ensure safety, reliability, and network integrity.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.5 RESPONSIBILITIES OF THE CUSTOMER

2.5.1 LOST OR DAMAGED EQUIPMENT

A. All ordinary expense of maintenance and repair in connection with equipment, facilities, and services provided by the Company is borne by the Company unless otherwise specified elsewhere. In case of damage to or destruction of any of the Company's instruments or accessories due to the negligence or willful act of the Customer and not due to ordinary wear and tear, the Customer will be held responsible for the cost of restoring the equipment to its original condition, or of replacing the equipment destroyed. The Company may suspend a Customer's service pursuant to Section 2.2.7 of this tariff while Customer effectuates replacement or repair of equipment. In the case of a mobile handset, a Customer may pay an equipment replacement fee of $75.00

B. The Customer is required to reimburse the Company for loss, through theft, of equipment or apparatus furnished by the Company.

2.5.2 BUILDING SPACE AND ELECTRIC POWER SUPPLY

When Company equipment installed on the Customer's premises requires electric power for its operation, the Customer is required to provide such power.

3. RESERVED FOR FUTURE USE

Issued: 5-28-04 | Effective: 6-6-04

4. EQUIPMENT, CONSTRUCTION AND OTHER SPECIAL CHARGES

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4. EQUIPMENT, CONSTRUCTION AND OTHER SPECIAL CHARGES

4.1 GENERAL

A. The provision of Wireless Service may require the payment of a construction, facility or temporary development charge by the Customer ordering Wireless Service or requesting facilities. This charge is in addition to the regular rates and installation charges. The Company may, at its discretion, modify requirements and charges pertaining to supporting structures which include, but are not limited to, pipes, conduits, poles, trenches, and backboards for the placement of equipment.

B. With approval of the Company, arrangements may be made for the payment of construction, charges in monthly installments spread over a reasonable period, generally not to exceed one year. All unpaid installments become due upon termination of service.

C. The ownership of any network facilities provided wholly or in part at the expense of an applicant under this Tariff shall at all times be vested exclusively in the Company.

D The terms and conditions in this Tariff contemplate that the type of construction required to provide the quantity and grade of Wireless Service involved will be determined by the Company. The Customer will be required to pay the added costs involved when a different type of construction than that proposed by the Company is desired.

E. Where applicants are so located that it is necessary or desirable to use private and/or government right-of-way to furnish service, such applicants may be required to provide or pay the cost of providing such right-of-way in addition to any applicable charges.

F. All necessary construction will be undertaken at the discretion of the Company consistent with budgetary responsibilities and consideration for the impact on the general body of Customers. The Company bears all responsibility for informing Customers on a timely basis of all conditions necessary to establish service.

G. When construction is required to serve a new applicant, the Company will take whatever steps necessary to determine all prospects who may desire to be served from the new construction or an extension. Only those prospects having signed an applicable contract will be included in the project. All applicants are grouped in a single project when the terrain makes it economically reasonable for the applicants. Two or more projects are combined whenever this results in lower charges (or no increase in charges) for the applicants in the preceding project.

4. EQUIPMENT, CONSTRUCTION AND OTHER SPECIAL CHARGES

4.2 EQUIPMENT ARRANGEMENTS

The Universal Service Program, as described in Section 5.2, may provide subscribers with a handheld phone kit. This equipment may be provided at no additional charge for the initial term of thirty-six (36) months of service for the on reservation customers or thirty-eight months (38) of service for N
the near reservation customers. Customers may also provide their own equipment, N
provided it is compatible and complies with the FCC's rules. Company provided equipment will be as follows dependent upon the service provided:

A. A handheld mobile phone kit for operation with a digital or analog signal that operates in the 1900 Mhz frequency range for the service area in Coconino County. The kit will include an AC charger, small external antenna if available, and a cigarette lighter adaptor for vehicular use.

B. A handheld mobile phone kit for operation with analog or digital signal that operates in the 850 Mhz frequency range will be given in the service area that encompasses Navajo and Apache Counties. The kit will include an AC charger, small external antenna and cigarette lighter adaptor for vehicular use

C. The Company shall provide a 3-Watt mobile phone kit to enable customers living in remote areas to obtain service for an additional charge. If enhanced reception is required at a residence, a 12 dB gain directional antenna and a necessary Drop Line and fittings will also be installed for an additional charge. The 3-Watt mobile phone kit for enhanced reception in more remote settings will be made available to customers residing in the analog service area in Navajo and Apache Counties. The 3-Watt mobile phone kit includes a mobile cellular phone, 12 volt battery, AC power supply for home use and exterior mount antenna.

4. CONSTRUCTION CHARGES AND OTHER SPECIAL CHARGES

4.3 OTHER CONSTRUCTION OR CONDITIONS

A. Regrades in Rural Areas

Generally, construction charges will not apply for the addition of channels or facilities required to provide better grades of service in rural areas where facilities are in place. In unusual cases, where the cost of providing such facilities is excessive in relation to the anticipated revenue, construction charges may be applied, based on the circumstances in each case.

5. BASIC SERVICES

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Near Reservation Universal Service Plan	8
Roaming	4
Taxes and Surcharges	3
Toll, Long Distance, and Regional Calling	1
Universal Service	2
Universal Service Plan (On Reservation)	5

5. BASIC SERVICES

5.1 LOCAL CALLING AREAS

The Company provides Wireless Service within its designated ETC Service Area.

5.1.1 LIST OF COMMUNITIES IN LOCAL CALLING AREA

All Native American communities located within the Company's CGSA in the state of Arizona and including the Navajo Nation, Hopi, and White Mountain Apache reservations. In addition the communities of :

Tuba City	Holbrook
Joseph City	Show Low
Winslow	Heber
Springerville	Snowflake
St. Johns	Pinedale
Alpine	Sanders
Pinetop - Lakeside	Greer

5.1.2 CLASSES OF SERVICE

The Company offers one Class of Service to Universal Service Customers under this tariff.

5.1.3 MAPS

See Exhibit 1.

5.1.4 TOLL, LONG DISTANCE, AND REGIONAL CALLING

Calls either originating and/or terminating outside the Company's CGSA will be subject to toll or long distance charges, as applicable, in addition to airtime charges. Toll, regional calling, and long distance charges are not included in the Customer's Universal Service Plan. Cellular long distance charges may vary while roaming based on the rates of the visited system.

5. BASIC SERVICES

5.2 UNIVERSAL SERVICE

A. General

1. The rates and charges as quoted herein for Universal Service entitle the Customer to make local calls, originating and terminating within the Company's CGSA.

2. Universal Service includes the following basic services as required by 47 C.F.R. § 54.101(a).

    1. Single Party Service - Company's service is a single-party service that includes voice grade access to the public switched telephone network and local usage that allows Customers to originate and terminate calls within the applicable Local Calling Area.
    2. DTMF Signaling, or its Functional Equivalent - DTMF is a method of call signaling that facilitates the transportation of call set-up and call detail information.
    3. Access to Emergency Services (i.e. "911") - Customers will be able to reach a public safety answering point or designated central dispatch location by dialing "911."
    4. Access to Operator Services - Customers will have access to live or automatic operator assistance for the placement of telephone calls, including collect calls, calling card calls, credit card calls, person-to-person calls and third party calls, as well as obtaining related information.
    5. Access to Interexchange Services - Customers may access long distance service that allows for the origination of calls completed outside of the applicable Local Calling Area. A Customer may also access a specific long distance carrier by dialing that carrier's access number.
    6. Access to Directory Assistance - Directory Assistance provides Customers with access to information contained in directory listings.
    7. Toll Limitation Services - Customers may choose to have the Company block toll calls originating from the Customer's phone. This option can be exercised by making such a request to the Company.

5. BASIC SERVICES

5.2 UNIVERSAL SERVICE

A. General (Cont'd)

3. Monthly Minimum Allowance

The Universal Service price plan offers a monthly allowance of airtime minutes allocated under the plan. Unused airtime minutes are forfeited and a Customer may not carry them into the next month or apply to them to other phone lines. A Customer's first minutes of airtime will be applied to Customer's monthly allowance. Once a Customer exceeds the monthly allowance of airtime minutes, Customer must purchase a pre-paid replenishment card or charge the call to a credit card to place additional calls.

Toll calling and long distance charges are not included in the Universal Service Plan. Long distance and toll charges which accrue over and above the standard airtime charges must be paid for in advance using a calling card, charged to a credit card at the time that the call is placed, or billed to the recipient or other third party at the time that the call is placed.

4. Taxes and Surcharges

The Universal Service rate includes federal state and (where applicable) local taxes. It may also include surcharges and assessments.

5. BASIC SERVICES (Cont'd)

5.2 UNIVERSAL SERVICE (Cont'd)

B. Chargeable Time

1. Chargeable Time begins when the "Send" button on the handset is pressed.

2. Chargeable Time ends when the network connection is released, rounded up to the nearest minute.

3. Chargeable Time shall accrue for local calls, long distance calls, toll free calls (e.g., "800," "888" and "877"), voice mail and operator services.

4. Calls to 911 and certain other emergency and community service organizations are toll free and do not accrue Chargeable Time. The Company shall provide a list of toll and airtime free numbers to each Universal Service Customer upon service activation, and periodically provide an updated list.

C. Roaming

Airtime minutes used while making calls outside of the Company's local calling area is considered "roaming" and are not part of the Universal Service plan. Such calls must be paid for in advance using a calling card, credit card or pre-paid cellular card. It may not be possible to receive calls when roaming outside of the Company's local calling area.

Within the Roaming Area depicted on the Map at Exhibit 2 below, Customer may place and receive roaming calls without incurring roaming charges.

D. Additional Minutes

Customers may purchase additional airtime minutes at rates and on terms offered by the Company.

5. BASIC SERVICES

5.2 UNIVERSAL SERVICE (Cont'd)

5.2.1 UNIVERSAL SERVICE PLAN (ON RESERVATION)

The Universal Service Plan (On Reservation) entitles eligible Customers to 200 minutes of local anytime airtime and 100 minutes of night and weekend airtime included per month.

A. Rates and Charges

1. The Company shall provide credits to Universal Service Customers against the recurring monthly charge for the provision of Wireless Service for eligible low-income Customers. Only one Universal Service Plan, with the monthly credit, is available per household. Additional lines are not subject to the monthly credit.

2. Amount of Credit for Monthly Access Charges

   a. For qualifying persons residing on Native American Reservations within the Company's ETC Service Area, the Company shall apply a combination of Universal Service credits and Company-provided credits to reduce the monthly recurring service access charge to one dollar ($1.00).

   b. The applicable Universal Service credits are available to new program participants as long as there is sufficient money in the federal Lifeline funds to cover them. In the event that the federal Lifeline funds are not sufficient to cover the new applicants in any given year, the Company will allocate any and all remaining surplus funds until all qualified Customers are covered. In no event shall surplus funds be used by the Company to pay administrative costs before all qualifying Customers that have applied for benefits under the program have been covered for any given calendar year. The Company may vary the credit or the number of included minutes as required by changes in federal or state Universal Service funding support.

5. BASIC SERVICES

5.2 UNIVERSAL SERVICE (Cont'd)

5.2.1 UNIVERSAL SERVICE PLAN (ON RESERVATION) (Cont'd)

3. Activation and Installation

   a. The activation charge for all Customer connections is forty dollars ($40.00). The Company shall match any credit available to the Customer through the federal Link Up Program.

   b. There is no installation charge for Customers who obtain a mobile handset through a Company store. The minimum installation charge for fixed installations shall be One Hundred Fifty dollars ($150.00). Additional installation charges shall be determined on a time and materials basis. Eligible Customers shall receive a credit for installation charges as provided by the federal Link Up Program. The Company shall provide a price quote and describe available credits to Customer before commencing installation. Customer may cancel service without obligation if installation charges quoted are unacceptable.

5. BASIC SERVICES

5.2 UNIVERSAL SERVICE (Cont'd)

5.2.1 UNIVERSAL SERVICE PLAN (ON RESERVATION) (Cont'd)

3. Terms and Conditions

a. The Universal Service will begin with the date the Company receives a valid application from the Customer or when new service is established for a qualifying Customer.

b. The regular nonrecurring charges, terms and conditions applicable to these service offerings will apply. The nonrecurring charges to change to or from this program due to eligibility status will be waived.

c. An initial contract period of thirty-six (36) months will apply to (1) all new Universal Service Plan (On Reservation) telephone numbers assigned, and, (2) all subscribers renewing service on the Universal Service Plan (On Reservation).

5.2 UNIVERSAL SERVICE (Cont'd)

5.2.2 NEAR RESERVATION UNIVERSAL SERVICE PLAN

The Universal Service Plan entitles Customers to 150 minutes of local anytime airtime included per month.

A. Rates and Charges

1. The Company shall provide credits to Universal Service Customers against the recurring monthly charge for the provision of Wireless Service for eligible low-income Customers. Only one Near Reservation Universal Service Plan, with the monthly credit, is available per household. Additional lines are not subject to the monthly credit.

2. Amount of Credit for Monthly Access Charges

   a. For qualifying persons residing on Near Reservation Areas within the Company's ETC Service Area, the Company shall apply a combination of Universal Service credits and Company-provided credits to reduce the monthly recurring service access charge to one dollar ($1.00).

   b. The applicable Universal Service credits are available to new program participants as long as there is sufficient money in the federal Lifeline funds to cover them. In the event that the federal Lifeline funds are not sufficient to cover the new applicants in any given year, the Company will allocate any and all remaining surplus funds until all qualified Customers are covered. In no event shall surplus funds be used by the Company to pay administrative costs before all qualifying Customers that have applied for benefits under the program have been covered for any given calendar year. The Company may vary the credit or the number of included minutes as required by changes in federal or state Universal Service funding support.

5. BASIC SERVICES

5.2 UNIVERSAL SERVICE (Cont'd)

5.2.2 NEAR RESERVATION UNIVERSAL SERVICE PLAN (Cont'd)

3. Activation and Installation

   a. The activation charge for all Customer connections is forty dollars ($40.00). The Company shall match any credit available to the Customer through the federal Link Up Program.

   b. There is no installation charge for Customers who obtain a mobile handset through a Company store. The minimum installation charge for fixed installations shall be One Hundred Fifty dollars ($150.00). Additional installation charges shall be determined on a time and materials basis. Eligible Customers shall receive a credit for installation charges as provided by the federal Link Up Program. The Company shall provide a price quote and describe available credits to Customer before commencing installation. Customer may cancel service without obligation if installation charges quoted are unacceptable.

5. BASIC SERVICES

5.2 UNIVERSAL SERVICE (Cont'd)

5.2.2 NEAR RESERVATION UNIVERSAL SERVICE PLAN (Cont'd)

3. Terms and Conditions

a. The Near Reservation Universal Service will begin with the date the Company receives a valid application from the Customer or when new service is established for a qualifying Customer.

b. The regular nonrecurring charges, terms and conditions applicable to these service offerings will apply. The nonrecurring charges to change to or from this program due to eligibility status will be waived.

c. An initial contract period of thirty-eight (38) months will apply to (1) all new Near Reservation Universal Service Plan telephone numbers assigned, and, (2) all subscribers renewing service on the Near Reservation Universal Service Plan.

6. ELIGIBILITY FOR LOW INCOME CREDITS ON UNIVERSAL SERVICE PLANS N

SUBJECT	PAGE	
Certification	2	N
Dispute Resolution	1	N
Income-Based Programs	1	N
Means-Tested Programs	1	N
Verification	3	N

6. ELIGIBILITY FOR LOW INCOME CREDITS ON UNIVERSAL SERVICE PLANS N

6.1 ELIGBILITY BASED ON MEANS-TESTED PROGRAM PARTICIPATION N

A. Customers shall be eligible for the low-income credits described in Sections 5.2.1 and 5.2.2 herein if the customer participates in one of the following means-tested programs:

Medicaid
Food Stamps
Supplemental Social Security Income (SSI)
Federal Public Housing Assistance (Section 8 or FPHA)
Low Income Home Energy Assistance Program (LIHEAP)
Temporary Assistance to Need Families (TANF)
National School Lunch's Free Lunch Program (NSL)
Child Care and Development Fund (Kids Care)

6.2 ELIGIBILITY BASED UPON INCOME

A. Customers shall be eligible for the low-income credits described in Sections 5.2.1 and 5.2.2 herein if the customer participates in one of the following income-based programs:

Qwest Telephone Assistance Program for the Medically Needy (TAP)
Senior Discount Program (ALIAP)

B. Customers shall be eligible for low-income credits described in Sections 5.2.1 and 5.2.2 herein if the customer's household income level is below 150 percent of the Federal Poverty Guidelines as published by the U.S. Government on an annual basis.

6.3 DISPUTE RESOLUTION PROCEDURES

A. If Company has a reasonable basis to believe that a customer no longer qualifies for the low-income credits described in Section 5.2.1 and 5.2.2 herein, the Company will notify the customer of their impending termination of those low-income credits by sending a termination of low-income credits notice in a letter separate from the customer's bill.

B. If a customer receives such a termination notice the customer has 60 days from the date of the termination letter in which to demonstrate his or her continued eligibility before the low-income credits are discontinued. N

6. ELIGIBILITY FOR LOW INCOME CREDITS ON UNIVERSAL SERVICE PLANS (Cont'd) N

6.3 DISPUTE RESOLUTION PROCEDURES (Cont'd) N

C. If a dispute remains between the customer and the Company on the customer's continued eligibility, the customer can utilize the Arizona Corporation Commission's dispute resolution or company process (A.A.C. R14-2-510) to resolve the dispute.

6.4 CERTIFICATION PROCEDURES

A. Certification occurs at the time that a customer is applying to enroll to receive the low-income credits described in Sections 5.2.1 and 5.2.2 herein.

1. In order to be eligible to receive the low-income credits described in Sections 5.2.1 and 5.2.2 herein, customers must self-certify, under penalty of perjury that they are eligible based upon their participation in one of the programs listed in Sections 6.1 or 6.2 herein.

2. In order to be eligible to receive the low-income credits described in Sections 5.2.1 and 5.2.2 herein, customers must self-certify, under penalty of perjury that they are eligible based upon the income criteria described in Section 6.2 herein, and, in addition, the customer must provide at enrollment one of the following types of support documentation:

   prior year's state, federal or tribal tax return
   current income statements from an employer or paycheck stub
   Social Security statements of benefits
   Unemployment/Workmen's Compensation statement of benefits
   federal or tribal notice letter of participation in Bureau of Indian Affairs General Assistance
   divorce decree
   child support document

   a. If any document other than a prior year's tax return is submitted as supporting document, the customer must present three consecutive months worth of the same type of statements within the calendar year.

B. An officer of the Company will certify under penalty of perjury, that the Company has procedures in place to review income documentation and that, to the best of his or her knowledge, the company was presented with documentation that the consumer's household income is at or below 150 percent of the Federal Poverty Guidelines. N

6. ELIGIBILITY FOR LOW INCOME CREDITS ON UNIVERSAL SERVICE PLANS (Cont'd) N

6.5 VERIFICATION PROCEDURES N

On an annual basis the Company will verify each customer's continued eligibility to receive the low-income credits described in Section 5.2.1 and 5.2.2 herein. N

7. MISCELLANEOUS SERVICE OFFERINGS

SUBJECT	PAGE
1+ Dialing Restriction	1
800 Service Access Restriction	1
900 Service Access Restriction	1
Toll Restriction Service	1

7. MISCELLANEOUS SERVICE OFFERINGS

7.1 TOLL RESTRICTION SERVICE

7.1.1 900 SERVICE RESTRICTION

Under the Universal Service Plan, 900 service is blocked.

7.1.2 800 SERVICE RESTRICTION

800 service restriction is available as a feature on a per subscriber basis. This feature restricts any 1+800 (or other toll free dial, e.g., "888" or "877") dialing. The Customer is responsible for notifying the Company if it wishes to have 800 numbers blocked.

7.1.3 1+ DIALING RESTRICTION

Under the Universal Service Plan, 1+ dialing is blocked. Customers may purchase a prepaid replenishment cellular phone card to make direct dialed long distance calls.

7.1.4 INTERNATIONAL RESTRICTION

Under the Universal Service Plan, 1 + international dialing is blocked. International calls may be billed to a credit card.

8. DISPUTE RESOLUTION AND INDEPENDENT ARBITRATION

SUBJECT **PAGE**

Process for Resolving Disputes 1

Alternative Method for Resolving Disputes..... 1

Issued: 7-2-01 Effective: 7-16-01

8. DISPUTE RESOLUTION AND INDEPENDENT ARBITRATION

8.1.1 PROCESS FOR RESOLVING DISPUTES

To the extent a dispute cannot be resolved through Company's Customer Care Department, Company will arbitrate such a dispute with Customer before the American Arbitration Association using the Wireless Industry Arbitration rules.

8.1.2. ALTERNATIVE METHOD FOR RESOLVING DISPUTES

Disputes may also be resolved by contacting the Arizona Corporation Commission at 1200 West Washington Street, Phoenix, Arizona 85007-2996, (602) 542-4251 or 1-800-222-7000.

[MAP COVERSHEET AND MAP NOT AVAILABLE IN WORD FORMAT]

DESCRIPTION OF ROAMING AREA

Beginning: At the northwest corner, Point 1, Coordinates 35-39-39 N, 109-02-48 W

Thence: East to the northwest corner, Point 2, Coordinates 35-39-49 N, 107-57-09 W

Thence: South to the southeast corner, Point 3, Coordinates 35-13-58N, 107-56-41 W

Thence: West to Point 4, Coordinates 35-14-00 N, 108-02-49 W

Thence: North to Point 5, Coordinates 35-15-35 N, 108-02-52 W

Thence: West to Point 6, Coordinates 35-15-41 N, 108-08-57 W

Thence: North to Point 7, Coordinates 35-18-15 N, 108-09-13 W

Thence: West to Point 8, Coordinates 35-21-05 N, 108-21-18 W

Thence: North to Point 9, Coordinates 35-20-54 N, 108-15-49 W

Thence: West to Point 10, Coordinates 35-20-58 N, 108-21-11 W

Thence: North to Point 11, Coordinates 35-23-35 N, 108-21-13 W

Thence: West to Point 12, Coordinates 35-23-37 N, 108-22-13 W

Thence: North to Point 13, Coordinates 35-26-47 N, 108-22-13 W

Thence: Northwest to Point 14, Coordinates 35-28-47 N, 108-26-06 W

Thence: West to Point 15, Coordinates 35-28-51 N, 108-31-35 W

Thence: South to Point 16, Coordinates 35-28-09 N, 108-31-53 W

Thence: West to Point 17, Coordinates 35-27-58 N, 108-34-41 W

Thence: South to Point 18, Coordinates 35-23-24 N, 108-34-31 W

DESCRIPTION OF ROAMING AREA (CONTD.)

Thence: West to Point 19, Coordinates 35-23-30 N, 108-38-05 W

Thence: South to Point 20, Coordinates 35-18-30 N, 108-38-05 W

Thence: West to Point 21, Coordinates 35-18-28 N, 108-40-50 W

Thence: South to Point 22, Coordinates 35-13-06 N, 108-40-55 W

Thence: West to Point 23, Coordinates 35-13-07 N, 108-47-04 W

Thence: South to Point 24, Coordinates 35-08-05 N, 108-46-53 W

Thence: Southwest to Point 25, Coordinates 35-06-40 N, 108-50-38 W

Thence: Northwest to Point 26, Coordinates 35-10-18 N, 108-53-22 W

Thence: West to Point 27, Coordinates 35-10-35 N, 109-02-49 W