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NEW APPLICATION

ARIZONA CORPORATION COMMISSION

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

AZ CORP COMMISSION  
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Arizona Corporation Commission

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OCT 07 2002

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DOCKETED BY	
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FirstMile Services, LLC  
750 Liberty Drive  
Westfield, IN 46074

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ARIZONA CORPORATION COMMISSION

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

Mail original plus 10 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, C).
- 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, 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:

FirstMile Services, LLC            O: 317-569-2800  
750 Liberty Drive                F: 317-569-2805  
Westfield, IN 46074              [www.firstmileusa.com](http://www.firstmileusa.com)  
E-Mail: [info@firstmileusa.com](mailto:info@firstmileusa.com)

(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):

d/b/a FirstMile Technologies

(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:

Michael J. Farmer                      O: 317-569-2808  
750 Liberty Drive                      F: 317-569-2805  
Westfield, IN 46074                      E-Mail: mfarmer@gotown.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:

Ken Johnson                              O: 202-371-1500  
Bennet & Bennet                        F: 202-371-1558  
1000 Vermont Ave., N.W.  
10th Floor  
Washington, D.C. 20005  
  
E-Mail: kjohnson@bennetlaw.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:

Irene Snyder                              O: 317-569-2800  
750 Liberty Drive                        F: 317-569-2805  
Westfield, IN 46074                      E-Mail: isnyder@gotown.net

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

- Sole proprietorship
- Partnership:    \_\_\_ Limited, \_\_\_ General, \_\_\_ Arizona, \_\_\_ Foreign
- Limited Liability Company:    \_\_\_ Arizona,   x   Foreign
- Corporation:    \_\_\_ "S", \_\_\_ "C", \_\_\_ Non-profit, \_\_\_ 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.

(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 has been or if the Applicant is currently involved in any formal or informal complaint proceedings pending before any State or federal Regulatory Commission:

Yes

No

If "Yes", please provide the following information:

1. States in which the Applicant has been or is involved in proceedings.

Indiana

2. Detailed explanations of the Substance of the Complaints.

On March 20, 2002, the Indiana Utility Regulatory Commission (IURC) issued an order instituting an investigation into compliance with its' orders and administrative rules. A public hearing was held on August 23, 2002 to complete the investigation. E.Com Technologies, LLC is doing business in the state of Indiana under the name FirstMile Technologies.

3. Commission Orders that resolved any and all Complaints.

A proposed order is pending. At the IURC's request, FirstMile plans to file a draft order by September 30, 2002.

4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

The IURC requested clarification regarding current and future affiliate agreements because the majority shareholder of FirstMile, Paul Estridge Jr., is also an Indianapolis developer/builder and falls under the IURC's definition of an affiliate. One of the three residential developments FirstMile currently serves in Indianapolis is an Estridge development. FirstMile disclosed all affiliate agreements at the August 23, 2002 hearing, demonstrating that the terms of these agreements are similar to competitive agreements between non-affiliated companies in this market. To assist the IURC with future questions or concerns, FirstMile offered to disclose to the Commission all affiliate agreements. FirstMile has also offered to disclose to potential homeowners of any Estridge development served solely by FirstMile that both companies are affiliates.

The IURC further inquired about three monthly reports that were not filed on time. FirstMile voluntarily provided the IURC monthly quality of service reports for 13 months, in addition to the standard annual reports. FirstMile filed three of these monthly reports approximately 45 days after their due dates. As demonstrated in the August 23, 2002 hearing, the untimely filing of these monthly reports was the result of an administrative oversight and back-up administrative procedures have been put in place to ensure compliance in the future. FirstMile further demonstrated that its service performance met the Commission's acceptable standards. FirstMile has offered to continue filing monthly quality of service reports on a timely basis for the remainder of 2002.

(A-12) Indicate if the Applicant has been or is currently involved in any civil or criminal investigations AND/OR had judgment entered against it in any civil matter or been convicted of any criminal acts related to the delivery of telecommunications services within the last five (5) years:

Yes  No

If "Yes", please 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.

(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.

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 Facilities-Based Providers of Long Distance, a \$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.

FirstMile's entry into the Arizona telecommunications/broadband market should not require the posting of any performance bond because this initiative is being supported by the J. F. Shea Company, a well-recognized and capitalized developer/builder doing business within Arizona.

(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 services will be provided.

Prior to issuance of the CC&N, the Applicant must complete and submit an Affidavit of Publication Form. Refer to Attachment C - Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication).

(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.

(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:

Applicant has received certification approval in Indiana, Colorado, Florida, and Texas under the name E.Com Technologies, LLC d/b/a First Mile Technologies. Pursuant to Arizona corporate law, a company may not possess the same or substantially similar name as another Arizona company. After searching the availability of E.Com Technologies and finding another company with the same name, applicant will provide service under the name FirstMile Services, LLC d/b/a FirstMile Technologies.

(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.

Applicant is currently providing telecommunication services in Indiana, which are similar to those intended for Arizona.

(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.

There are none. See A-18.

### 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.

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

The applicant will rely on an investment from the J. F. Shea Company for development of its business in Arizona. This investment will capitalize and fully fund FirstMile's Arizona operations for the delivery of telecommunication services.

(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.

Total projected telecommunications revenue during the first twelve months following certification is expected to be \$40,000.

2. Provide the operating expenses expected to be incurred during the first twelve months of providing

telecommunications services to Arizona customers following certification.

Total telecommunications related operating expenses during the first twelve months following certification are expected to be \$1,200,000.

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.

Total telecommunications related assets during the first twelve months following certification are expected to be \$900,000.

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.

#### C. RESOLD LONG DISTANCE AND/OR LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(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.

Decision # 64178. The applicant is currently reselling MCI long distance.

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

(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:

The applicant expects to begin selling facilities based local exchange telecommunications services in Arizona by September 2003.

(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

(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

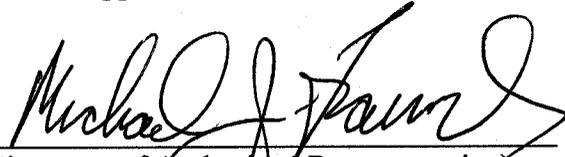
(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

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

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation 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.



(Signature of Authorized Representative)

October 1, 2001

(Date)

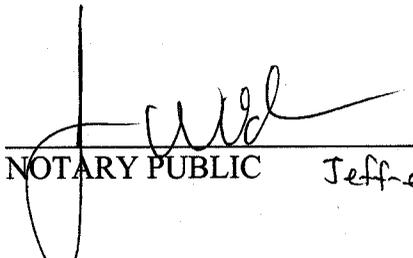
Michael J. Farmer

(Print Name of Authorized Representative)

Chief Operating Officer

(Title)

SUBSCRIBED AND SWORN to me this 1<sup>st</sup> day of October, 2001.

  
NOTARY PUBLIC Jeffrey W. Adam

My Commission Expires 8-21-2007



# 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

**\*\*\*FIRST MILE SERVICES, LLC\*\*\***

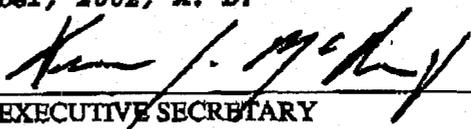
a foreign limited liability company organized under the laws of the jurisdiction of District of Columbia did obtain a Certificate of Registration in Arizona on the 16th day of September 2002.

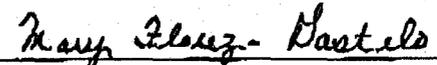
I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company has not had its Certificate of Registration revoked for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed a Certificate of Cancellation 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 Capitol, this 2nd Day of October, 2002, A. D.



  
EXECUTIVE SECRETARY

BY: 

Arizona CLEC Application for FirstMile Technologies  
Disclosure of Ownership

Owners	% Ownership	Director or Officer Name
Paul E. Estridge Jr.	51.2%	Paul E. Estridge Jr. – Chairman of the Board
Northwood Capital/Venture Partners	13.1%	Peter Schiff – Director
Vectren Enterprises	9.5%	Carl Chapman – Director
Individual Investors	5.0%	-
Centex Corporation	3.6%	-
Lennar Corporation	3.6%	-
Pulte Corporation	3.6%	-
Encore Venture Partners	3.5%	Rick Beckwitt – Director
Joseph P. Muldoon	3.5%	Joseph P. Muldoon – President & CEO, Director
Value Metrics Equity Partners	3.4%	Richard May - Director
-	-	Jim Bartoszewicz - Director
-	-	David McIntosh - Director
-	-	Michael J. Farmer – Chief Operating Officer
-	-	Tom Long – Treasurer

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**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO COMPETITIVE LOCAL EXCHANGE COMMUNICATIONS  
SERVICES TO END USERS WITHIN THE STATE OF ARIZONA**

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<b>Issued:</b>	<b>October 1, 2002</b>	<b>Effective: January 2, 2003</b>
<b>Issued by:</b>	<b>FirstMile Services, LLC</b>	<b>Regulatory Manager 750 Liberty Drive Westfield, IN 46074</b>

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CHECK SHEET

Sheets 1 through 59 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original	44	Original
15	Original	46	Original
16	Original	46	Original
17	Original	47	Original
18	Original	48	Original
19	Original		
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26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

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Issued: October 1, 2002

Effective: January 2, 2003

Issued by: FirstMile Services, LLC

Regulatory Manager  
750 Liberty Drive  
Westfield, IN 46074



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Issued by: FirstMile Services, LLC                      Regulatory Manager  
750 Liberty Drive  
Westfield, IN 46074

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Issued: October 1, 2002 Effective: January 2, 2003

Issued by: FirstMile Services, LLC Regulatory Manager  
750 Liberty Drive  
Westfield, IN 46074

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

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

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Issued: October 1, 2002

Effective: January 2, 2003

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Regulatory Manager  
750 Liberty Drive  
Westfield, IN 46074

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by FIRSTMILE SERVICES LLC within the State of Arizona.

The services offered under this tariff are available only to the extent that services and facilities are available. Services provided hereunder are used by the Customer for the purpose of originating and terminating intrastate communications between points within the State of Arizona to complete an end-to-end intrastate local communication. Other services are offered by FIRSTMILE SERVICES LLC under other tariffs or, in the case of unregulated services, under contract.

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Issued:	October 1, 2002	Effective: January 2, 2003
Issued by:	FirstMile Services, LLC	Regulatory Manager 750 Liberty Drive Westfield, IN 46074

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Section 1 - DEFINITIONS

Advance Payment: Part or all of a payment required before the start of service.

Anonymous Call Blocking: Allows "anonymous" calls on the Caller ID Display to be routed to a recording to protect privacy.

Authorized User: A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the carrier's service.

Busy Line Redial: Permits a user to activate redial of last incoming call

Basic Service Area: Arizona

Call Blocking: Allows a User to send up to 6 incoming designated numbers to a recording.

Caller ID w/name: Displays incoming telephone numbers and names on a Caller ID Display unit

Caller ID Blocking: Number and name of Users originating calls are blocked from the view of the terminating numbers Caller ID Display. Available only on a per call basis

Call Forwarding: Permits the User to direct all incoming calls to a number other than the original terminating number.

Call Forwarding-Busy/Don't Answer: Permits the end user to direct incoming calls to a number other than the original terminating number upon receiving a busy signal, or upon no answer.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Also provides a hold feature activated by a switchhook flash.

Call Waiting for Caller ID: same as Call Waiting but allows for number display on Caller ID unit

Cancel Call Waiting: User may turn off their Call Waiting service on a per call basis

Communications Services: The Company's intrastate toll and local Exchange switched telephone services offered for both intraLATA and interLATA use.

Commission: Refers to the Arizona Corporation Commission.

Company: FirstMile Services, LLC the issuer of this tariff.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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Issued: October 1, 2002

Effective: January 2, 2003

Issued by: FirstMile Services, LLC

Regulatory Manager  
750 Liberty Drive  
Westfield, IN 46074

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Section 1 - DEFINITIONS (Continued)

Distinctive Ringing: Allows for the assignment of two telephone numbers on one line, each number has its own distinct ring.

Facilities: Equipment and/or machinery owned or leased by the Company, or utilized by a wholesaler in providing the service that the Company resells to provide services described in this tariff.

Kbps: Kilobits per second, denotes thousands of bits per second.

Long Distance Call Blocking: Blocks any outgoing long distance calls from the line designated.

LATA: A Local Access and Transport Area pursuant to the MFJ entered by the United States District Court, District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Last Call Return: Permits a user to activate redial of last incoming call, as a monthly service.

Non-Recurring Charges: One-time charges to the Customer for services, facilities and equipment.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment.

Remote Activation for Call Forwarding: Allow the User to activate any Call Forwarding product from a line other than the line with Call Forwarding service (e.q. away from home or work place).

Service Start Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Start Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Start Date.

Service Order: The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Start Date.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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Issued by:	FirstMile Services, LLC	Regulatory Manager 750 Liberty Drive Westfield, IN 46074

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Section 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish intrastate local exchange telecommunications service pursuant to the terms of this tariff in connection with one-way and/or two-way voice, data and other types of transmissions between points within the State.

Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company's network in order to originate or terminate its own services, or to communicate with its own customers.

The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously rendered until satisfactory arrangements have been made for the payment of all such indebtedness.

The Company's obligation to furnish service under this tariff is dependent upon the availability of Company facilities.

2.1.2 Shortage of Equipment or Facilities

2.1.2.1 The Company reserves the right to limit or to allocate the use of existing facilities by the company when necessary because of lack of facilities, or due to some other cause beyond the Company's control. The Company reserves the right to limit the length of a conversation or message and to discontinue the connection to meet the requirements of an emergency.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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Section 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.3 Terms and Conditions

- 2.1.3.1 Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- 2.1.3.2 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon thirty (30) days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order, shall survive such termination.
- 2.1.3.4 In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.1.3.5 Service may be terminated upon written notice to the Customer if:
- a. the Customer is using the service in violation of this tariff; or
  - b. the Customer is using the service in violation of the law.
- 2.1.3.6 This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of law provision.

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Section 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.1.4.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including State and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, State, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.1.4.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities, or equipment or services used for, with, or in connection to the services the Company offers.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

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Section 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

2.1.4.5 The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section 2.1.4.5 as a condition precedent to such installations.

2.1.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by reckless conduct or willful misconduct of the Company's agents or employees.

2.1.4.7 The Company is not liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Injury to property or injury or death to persons, including claims for payments made under workmen's compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- (d) Any act or omission in connection with the provision of 911, E911 or similar services of an emergency or related service; and
- (e) Any non-completion of calls due to network busy conditions.

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Section 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

- 2.1.4.8 The Company shall be indemnified, defended, and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- 2.1.4.9 The Company shall be indemnified, defended and held harmless by the Customer, end user or third party from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment, facilities or service provided by the Company.
- 2.1.4.10 The Company assumes no responsibility for the availability or performance of any cable or satellite systems or similar related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptability as may be provided by the other entities.
- 2.1.4.11 Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.1.4.12 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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Section 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.4 Liability of the Company (Continued)

2.1.4.13 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.4.14 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 Notification of Service-Affecting Activities

The Company will attempt to reasonably provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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Section 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff and applicable regulations in the approved tariff of the underlying service provider. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.1.6.2 The Company shall use reasonable efforts to maintain only the facilities that it furnishes to the Customer. The Customer may not, nor may Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities provided by the Company, except upon the written consent of the Company.
- 2.1.6.3 The Company may substitute, change or rearrange any facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- 2.1.6.4 The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.1.6.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (b) the reception of signals by Customer-provided equipment.

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Section 2 - REGULATIONS (Continued)

2.1 Undertaking of the Company (Continued)

2.1.7 Customer Information Needed for Application of Service

When applying for service, each prospective Customer will be required to furnish the Company the following information:

- (a) The name of the party who will be responsible for payment of the service provided
- (b) The address(es) where the service is to be installed and billed.
- (c) Any information required to make a proper determination of credit worthiness.
- (d) An indication of whether the applicant is the owner or tenant or agent for the service premises.

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Section 2 - REGULATIONS (Continued)

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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Section 2 - REGULATIONS (Continued)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) damage to or loss of the Company's facilities caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, space and power to operate Company facilities and installed on the premises of the Customer Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all Customer controlled rights-of-way and Customer owned conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any and all costs associated with the obtaining and maintaining the Customer controlled rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities. The Customer may be required to install and maintain Company facilities within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

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Section 2 - REGULATIONS (Continued)

2.3 Obligations of the Customer (Continued)

2.3.1 General (Continued)

- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities in any Customer premises; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities of the Company;
- (g) not creating or allowing to be placed any liens or other encumbrances on the Company's facilities; and
- (h) making Company facilities available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.
- (i) Maintaining and repairing inside wire (subject to Section 5.13 of this tariff).

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invites of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invites; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

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Section 2 - REGULATIONS (Continued)

2.4 Customer Equipment and Connections

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's facilities, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff. A User's ability to connect equipment or facilities to the Company's facilities is subject to any restrictions set forth in the approved tariff of the underlying service provider.

2.4.2 Customer Provided Equipment

2.4.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

2.4.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company facilities is compatible with such facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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Section 2 - REGULATIONS (Continued)

2.4 Customer Equipment and Connections (Continued)

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.4.3.2 Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. The Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations shall have registered all such terminal equipment; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- 2.4.3.4 Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations. This restriction does not apply to Trunk-Side Access Feature Group D Access Service.

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Section 2 - REGULATIONS (Continued)

2.4 Customer Equipment and Connections (Continued)

2.4.4 Inspections

2.4.4.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities in the connection of Customer-provided facilities and equipment to Company-owned facilities.

2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take action it deems necessary to protect its facilities, and personnel. The Company will notify the Customer promptly if there is any need for corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, and personnel from harm.

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are shared with other persons.

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Section 2 - REGULATIONS (Continued)

2.5 Payment Arrangements (Continued)

2.5.2 Billing and Collection of Charges

- 2.5.2.1 Non-Recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company. Customers should mail payments to Company at the following address: FirstMile Technologies, 750 Liberty Drive, Westfield, Indiana 46074.
- 2.5.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice is mailed.
- 2.5.2.3 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.5.2.4 Billing of the Customer by the Company will begin on the Service Start Date, which is the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Start Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- 2.5.2.5 If the Company receives any portion of the payment after the date due, or if the Company in funds, which are not immediately available receives any portion of the payment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor of 1.5% or the maximum rate allowed by law. This penalty shall not be less than \$2.00.
- 2.5.2.6 An administrative charge of \$20.00 will apply to a check or draft presented for payment for service, that is not accepted by the institution on which it is written.

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Section 2 - REGULATIONS (Continued)

2.5 Payment Arrangements (Continued)

2.5.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.5.4 Deposits

2.5.4.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with the Rules of the Arizona Corporation Commission, Utilities Division, R14-2-503. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

- (a) two month's charges for a service or facility which has a minimum payment period of one month; or
- (b) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

2.5.4.2 A deposit may be required in addition to an advance payment.

2.5.4.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company will, in accordance with the Rules of the Arizona Corporation Commission, Utilities Division, R14-2-503, return the deposit or credit it to the Customer's account.

2.5.4.4 Deposits held will accrue interest at a rate specified by the Commission.

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Section 2 - REGULATIONS (Continued)

2.5 Payment Arrangements (Continued)

2.5.5 Discontinuance of Service

- 2.5.5.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer in accordance with the Rules of the Arizona Corporation Commission, Utilities Division, R14-2-503, discontinue or suspend service without incurring any liability.
- 2.5.5.2 Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.5.3 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.5.5.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.5.5.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.5.5.6 Upon the Company's discontinuance of service to the Customer under this regulation, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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Section 2 - REGULATIONS (Continued)

2.5 Payment Arrangements (Continued)

2.5.5 Discontinuance of Service (Continued)

2.5.5.7 The Company may discontinue a Customer's telephone service, without advance notice, under any of the following circumstances or violations:

- A condition which is dangerous or hazardous to life, physical safety or property
- An order by court, Commission, or any other duly authorized public authority
- Fraudulent or unauthorized use
- Tampering with the Company's equipment

2.5.6 Cancellation of Application for Service

2.5.6.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.5.6.2 Where, prior to cancellation by the Customer, the Company incurs expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.5.6.3 The special charges described in 2.5.6.1 through 2.5.6.3 will be calculated and applied on a case-by-case basis.

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Section 2 - REGULATIONS (Continued)

2.5 Payment Arrangements (Continued)

2.5.7 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.5.8 Taxes

If a municipality or political subdivision collects or receives any payment, payments or any telephone service without charge or at reduced rates from the Carrier, for or by reason of the use of the streets, alleys or public places of a municipality or political subdivision, or for or by reason of the operation of the Carrier's business, or any portion or phase thereof in the municipality or political subdivision, or by reason of an agreement between the municipality or political subdivision and the Carrier, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, based on receipts or based on poles, wires, conduits or other facilities or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the exchange customers within such municipality or political subdivision, provided, however, the foregoing shall not apply to any such payment or payments or to any such telephone service without charge or at reduced rates during the term of any agreements or arrangement now in effect.

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Section 2 - REGULATIONS (Continued)

2.6 Allowances for Interruptions in Service

Interruptions in service, which are not due to the gross or willful negligence of the company, or which are not due to the noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

2.6.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.6.1.3 Credit Allowance

A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/2 Day
3 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

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Section 2 - REGULATIONS (Continued)

2.6 Allowances for Interruptions in Service (Continued)

2.6.1 Credit for Interruptions (Continued)

2.6.1.3 Credit Allowance (Continued)

Interruptions Over 24 Hours and Less than 72 Hours: Interruptions over 24 hours and less than 72 hours will be credited 1/3 of the monthly charge.

Interruptions Over 72 Hours: Interruptions over 72 hours will be credited 1-month's credit. No more than 30 days' credit will be allowed for any one-month period.

Other credits available to Subscribers are:

- Identified billing errors not corrected by next billing period, \$25.00 credit
- Missed due date, \$25.00 credit
- Disconnected in error, \$25.00 credit

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (b) Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) Interruptions due to the failure or malfunction of non-Company equipment;

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Section 2 - REGULATIONS (Continued)

2.6 Allowances for Interruptions in Service (Continued)

- (d) Interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (g) Interruption of service due to circumstances or causes beyond the control of Company.

2.6.3 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit, which has been subject to the outage, or cumulative service credits.

2.7 Use of Customer's Service by Others

2.7.1 Sharing

Any service provided under this tariff may be shared with other persons at the option of Customer, subject to compliance with the tariff of the underlying service provider and any applicable laws or Commission regulations governing such sharing. Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

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Section 2 - REGULATIONS (Continued)

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.2: all costs, fees and expenses reasonably incurred in connection with

- 1) All Non-Recurring charges reasonably expended by Company to establish service to Customer, plus
- 2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- 3) All Recurring Charges specified for the applicable service for the balance of the then current term.

2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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Section 2 - REGULATIONS (Continued)

2.10 Notices and Communications

- 2.10.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.10.2 The Company shall designate on the Service Order an address, which is currently FirstMile Technologies, 750 Liberty Drive, Westfield, Indiana 46074, to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill. Customers may also reach Carrier through its toll free telephone number, 1-866-784-5561.
- 2.10.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.10.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Section 3 - APPLICATION OF RATES

3.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff.

3.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

3.3 Charges Based on Distance

Where charges for a service are specified based upon distance, the following rules apply:

- 3.3.1 Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. The Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. Tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 line), the Company will apply the Rate Center of the Customer's main billing telephone number at the location the service is provide.
- 3.3.2 The airline distance between any two Rate Centers is determined as follows:
  - a) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced NECA tariff.
  - b) Compute the difference between the "V" coordinates of the two Rate Centers; and the difference between the two "H" coordinates.
  - c) Square each difference obtained in step (b) above.

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Section 3 - APPLICATION OF RATES (Continued)

- d) Add the square of the "V" difference and the square of the "H" difference obtained in step (c) above.
- e) Divide the sum of the squares by 10, Round to the next higher whole number if any fraction is obtained.
- f) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

3.4 Residential Service

The following defines Residential Service

- service located in a house, apartment, suite, or room constituting the home of a person in whose name the telephone is listed and the service is not available for use by other than members of the household
- at stables or garages when strictly a part of the Customer's home
- when located in the residential quarters of a religious order
- in a church where business use is incidental and where there are no full time paid or volunteer staff

3.5 Business Services

The following defines Business Services:

- where use of the service is substantially of a commercial, professional, institutional or otherwise occupational nature
- where the listing requires use of or indicates business use
- in homes where the phone will be used for business use
- a regularly used office of a church that has full time paid or volunteer staff
- when the telephone number is habitually advertised as a business

3.6 Employee Concession

Certain telephone services will be furnished by the Company to Company employees at reduced rates as authorized by the Company's practices and procedures.  
as authorized by the Company's practices and procedures.

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Section 4 - OPTIONAL FEATURES

4.1 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Monthly Rate</u>
A) Non-Published Private Listing - Residential	\$ 2.00
B) Non-Published Private Listing - Business	\$ 2.00
C) Non-Listed (Semiprivate) Listing- Residential	\$ 1.50
D) Non-Listed (Semiprivate) Listing - Business	\$ 1.50
E) Each Additional Listing - Business	\$ 5.00
F) Each Additional Listing - Residential	\$ 1.65
	<u>Non-Recurring</u>
G) Change Listing	\$8.95

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Section 5 - DESCRIPTION OF SERVICES

5.1 Types of Services Offered

This section of the tariff contains a general description of the services offered by the Company and the rates applicable to each service. The Company provides switched, telephonic-quality voice and data transmission services that enable users to communicate on a real-time basis between points within local calling areas in the state of Arizona, as well as ancillary services that facilitate the use or expand the capabilities of switched communications services. The Company may also provide dedicated telephone quality voice and data transmission services that enable users to communicate on a real time basis between points within and outside the state of Arizona.

5.2 Basic Local Exchange Service

5.2.1 General

Basic Local Exchange Service provides a Customer with a Connection to the Company's switching network, which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling.

5.2.2 Service Areas and Rate Groups

The Company's exchange area, and local calling area are identical to those defined in the tariffs of the incumbent local exchange company serving each exchange area.

The Company provides service in the exchange areas served by the following local exchange companies:

Qwest  
Accipiter Communications

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Section 5 - DESCRIPTION OF SERVICES (Continued)

5.2 Basic Local Exchange Service (Continued)

5.2.3 Exchange Area Rate Groups

5.2.3.1 General

Rates for telephone exchange service are equal for all exchanges in the State of Arizona.

5.2.3.2 Rate Classification

A list of the exchanges of the Company showing the effective rate classification for each is set forth as follows:

Exchange Area

Glendale

Phoenix North

Peoria

The company has attempted to match rate classifications to the prevailing incumbent local exchange carrier's/carriers' rate classification to maintain relative parity in their serving area. Rate classification and thereby basic service rates are subject to a Carrier Common Line Charge based on the standard tariff charges and processes of the Arizona Corporation Commission.

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Section 5 - DESCRIPTION OF SERVICES (Continued)

5.2 Basic Local Exchange Service (Continued)

5.2.4 Local Service Rates

5.2.4.1 Schedule of Monthly Rates - Residence Service

<u>RESIDENCE SERVICE</u>	<u>ALL EXCHANGES</u>
<u>Flat Rate Exchange Access Line</u>	
Primary Exchange Access Line	\$ 11.75
Additional Exchange Access Line	\$ 8.50

5.2.4.1. Schedule of Monthly Rates - Business Service

<u>BUSINESS SERVICE</u>	<u>ALL EXCHANGES</u>
<u>Business Exchange Access Line</u>	\$ 24.95
<u>Additional Business Exchange Access Line</u>	\$ 24.95

A non-recurring Service Order Charge also applies for the installation of business local exchange service lines as specified in Section 5.6.1.

5.2.5 Link Up Arizona *[RESERVED FOR FUTURE USE]*

5.2.6 Preferred Carrier (PIC) Change Charge

Basic Local Exchange Service Customers can specify a preferred carrier for toll calls. Customers can specify a designated preferred carrier for their IntraLATA toll, InterLATA toll and International toll call traffic. A Customer may presubscribe the same or different carriers, provided only one is designated as the preferred carrier for each of the IntraLATA toll, InterLATA toll and International toll services. When a Customer changes the Primary Interexchange Carrier they wish to use, a PIC change charge shall apply at the time of change as follows:

PIC Change Charge per initial line or trunk	\$ 5.00
PIC Change Charge per additional line or trunk	\$ 3.00

Where the Customer designates a single carrier to be the Customer's PIC for more than one service in a single request, only one PIC Change Charge will be assessed per line or trunk to implement that request.

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Section 5 - DESCRIPTION OF SERVICES (Continued)

5.3 Directory Assistance Service

The Company furnishes Directory Assistance Service ("DA") for the purpose of aiding subscribers in obtaining telephone numbers.

Local DA

When a party requests assistance in obtaining telephone numbers of subscribers in their local/IntraLATA serving area, by dialing 1+411 or 1+NPA+555-1212, the charges as set forth following apply:

Charge for each inquiry:           \$ 0.50

Upon the receipt of the DA information, the party will be offered the chance to complete the call with no further dialing; the charges as set forth following apply:

Charge for call completion:       \$0.20 (plus any applicable IntraLATA Toll charges)

National DA

When a party requests assistance in obtaining telephone number of subscribers outside their local/IntraLATA serving area by dialing 1+411, or 1+NPA+555-1212, the charges as set forth following apply:

Charge for each inquiry:           \$1.10

Charges for DA are not applicable to inquiries received from telephone service furnished for the use of handicapped persons.

For each call for Local Directory Assistance placed through the "O" Operator, provided the "O" Operator is not the only route for Local Directory Assistance, the following charge applies:

Charge for each inquiry:           \$ 1.10

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Section 5 - DESCRIPTION OF SERVICES (Continued)

5.4 Operator Assisted Local Calls

Operator Assisted Charges: All types of local exchange service have local calling areas within which local calls can be made on a flat rate basis.

Local Dial Call: The call must be dialed and completed without the assistance of a Company operator and must be billed to the originating telephone when a charge is applicable.

The following service charges for operator-assisted local calls apply in addition to the local dial rate applicable:

	<u>Charge per use</u>
All Operator-Assisted Calls:	\$1.00

In addition to the charges above the following charges apply as used:

Station-to-Station operator-assisted charges: Each (non-recurring charge):	
Sent Paid	\$ 2.50
Collect	\$ 2.50
Third Party Billing	\$ 2.50
Person-to-Person operator-assisted local call: Each (non-recurring charge):	\$ 2.50
Credit Card (Visa, AMEX, etc) Billed	\$2.50
Operator Dialed	\$1.00

The following operator-assisted local calls are exempted from the service charge:

- Calls to designated Company numbers for official telephone business
- Emergency calls to recognizable authorized civil agencies

Those cases where a Company operator provides assistance to re-establish a call which has been interrupted after the calling number has been reached, reach the calling number where facility problems prevent Customer dial completion, and/or place a non-coin, sent paid call for a calling party who identifies himself as being handicapped and unable to dial the call because of said handicap.

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Section 5 - DESCRIPTION OF SERVICES (Continued)

5.5 Verification and Emergency Interrupt Service (Reserved for Future Use)

5.6 Service Charges

5.6.1 Service Ordering Charges – for Residential and Business Services

Non-Recurring  
Charge

5.6.1.1 Primary - For connecting new Access lines, telephone number change requests, and restoration of service (includes any related technician dispatch charges).

Residence, per service order \$ 49.95  
Business, per service order \$ 69.95

5.6.1.2 Secondary - For moving or changing existing service or adding new or additional service other than Access lines (sole charge when no dispatch is required, no other charges apply).

Residence, per service order \$ 24.95  
Business, per service order \$ 24.95

5.6.1.3 Record - For record type orders.

Residence, per service order \$ 8.95  
Business, per service order \$ 9.95

5.6.2 Access Line Connection Charge

5.6.3 Technician Dispatch Charges

This charge applies for each repair visit to a subscribers premise in connection with a service issue, when it is determined that the issue is due to subscriber terminal equipment, subscriber accessories, or inside wire.

Residence, first 30 minutes \$49.95  
Business, first 30 minutes \$69.95  
Residence, additional 15 minute increments \$14.95  
Business, additional 15 minute increments \$19.95

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Section 5 - DESCRIPTION OF SERVICES (Continued)

5.7 Touch-Tone Calling Service

Touch-Tone calling service provides for the origination of telephone calls through the use of push buttons in lieu of a rotary dial. The service is furnished for use with all individual lines from the Company's central office. There is no charge for this service.

5.8 Central Office Non-Transport Service Offerings (Reserved for Future Use)

5.9 Custom Calling Services

5.9.1 Residence Local Exchange Service - Individual Features

The following individual line features are available with Residence Local Exchange Service:

	<u>Recurring Monthly Rate</u>
1) Call Forwarding	\$2.50
2) Call Forwarding - Busy/ Don't Answer	\$2.50
3) Call Waiting	\$4.00
4) Three-Way Calling	\$2.50
5) Distinctive Ringing	\$4.00
6) Busy Line Redial	\$4.00
7) Call Blocking	\$4.00
8) Anonymous Call Blocking	\$4.00
9) Long Distance Call Blocking	\$2.50
10) Last Call Return	\$4.00
11) Caller ID w/name*	\$5.95
12) Call Waiting for Caller ID*	\$2.50
13) Remote Activation for any Call Forwarding	\$2.50
14) Caller ID Block (per call basis, *67)	FREE
15) Cancel Call Waiting (per call basis, *70)	FREE
16) 900 Call Block	FREE

\*Caller ID name/number must have display phone with calling name and/or calling number display.  
Call Waiting for Caller ID requires Caller ID w/name and is in lieu of standard Call Waiting.

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Section 5 - DESCRIPTION OF SERVICES (Continued)

5.9 Custom Calling Services (Continued)

5.9.2 Business Local Exchange Service - Individual Features

The following individual line features are available with Business Local Exchange Service:

	<u>Recurring Monthly Rate</u>
1) Call Forwarding	\$3.50
2) Call Forwarding - Busy/ Don't Answer	\$3.50
3) Call Waiting	\$5.50
4) Three-Way Calling	\$3.50
5) Distinctive Ringing	\$5.00
6) Busy Line Redial	\$5.00
7) Call Blocking	\$5.00
8) Anonymous Call Blocking	\$5.00
9) Long Distance Call Blocking	\$3.50
10) Last Call Return	\$5.00
11) Caller ID w/name*	\$8.95
12) Call Waiting for Caller ID*	\$3.50
13) Remote Activation for any Call Forwarding	\$3.50
14) Caller ID Block (per call basis, *67)	FREE
15) Cancel Call Waiting (per call basis, *70)	FREE

\*Caller ID name/number must have display phone with calling name and/or calling number display.  
Call Waiting for Caller ID requires Caller ID w/name and is in lieu of standard Call Waiting.

5.10 CENTREX Services (Reserved for Future Use)

5.11 High Capacity (Hi-Cap) Services (Reserved for Future Use)

5.12 Virtual and Dedicated Ethernet Connections (Reserved for Future Use)

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Section 5 - DESCRIPTION OF SERVICES (Continued)

5.13 Dispatch Guard

5.13.1 Description

Dispatch Guard is an optional service. If a service issue causes a dispatch of a technician, and the cause of the service issue is found to be an inside wire issue, a subscriber with Dispatch Guard is not charged for the dispatch of the technician and up to a total of 30 minutes of root cause analysis on the inside wire issue. If a service issue causes a dispatch of a technician, and cause of the service issue is found to be an inside wire issue, a subscriber without Dispatch Guard is charged as indicated in Section 5.6.3 of this tariff. This program goes into effect the day a subscriber's dial tone services have been activated by the Company.

5.13.2 Rates and Charges

Monthly Recurring Rate

Residential - per line	\$2.95
Business - per line	\$4.95

5.14 Blocking Service

5.14.1 General

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business Customers:

- A. 900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- B. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- C. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any Customer-dialed call that has a long distance charge associated with it. Toll Restriction will not block the following types of calls: 911 (Emergency), 1+800 (Toll Free), and operator assisted toll calls.

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Section 6 - PROMOTIONAL OFFERINGS

6.1. General

The Company may from time to time engage in special promotional offerings or offer discounts based on volume or contract terms. The promotion may offer services at a reduced recurring and/or non-recurring rate or offer the services free under terms specified in the promotion. Customers shall be given appropriate notice of any such offerings. Term contract discounts may also be made available to Customers.

For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

6.2. Current Promotions (Reserved for Future Use)

Residential Custom Calling Features

Business Custom Calling Features

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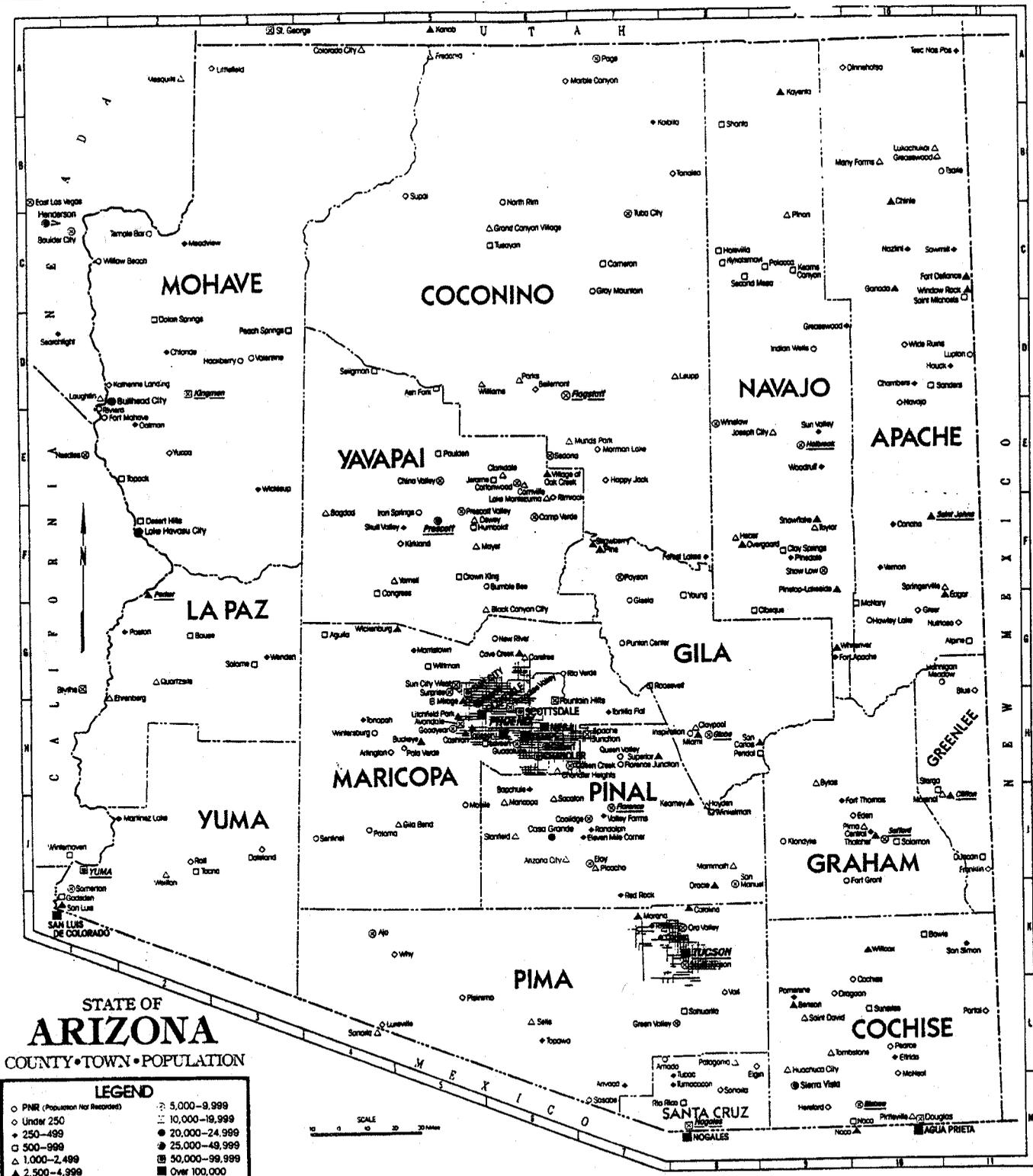
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STATE OF ARIZONA  
 COUNTY • TOWN • POPULATION

**LEGEND**

- PNR (Population Not Recorded)
- Under 250
- + 250-499
- 500-999
- △ 1,000-2,499
- ▲ 2,500-4,999
- 5,000-9,999
- 10,000-19,999
- ◆ 20,000-24,999
- ◆ 25,000-49,999
- ◆ 50,000-99,999
- ◆ Over 100,000

Precedent County Seat  
 Capital: PHOENIX

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APACHE COUNTY	COCHISE COUNTY	GRAHAM COUNTY	LA PAZ COUNTY	MARICOPA COUNTY	MOHAVE COUNTY	PINAL COUNTY	PIMA COUNTY	SANTA CRUZ COUNTY	YAVAPAI COUNTY	YUMA COUNTY	WAPAI COUNTY	COUNTY POPULATIONS
Apache 1,230	Barnett 1,830	Chino Valley 1,230	Chino Valley 1,230	Apache 1,230	Apache 1,230	Apache 1,230	Apache 1,230	Apache 1,230	Apache 1,230	Apache 1,230	Apache 1,230	Apache 1,230

Population figures and areas were prepared by the Population Research Unit of the U.S. Census Bureau.



**First Mile Technologies, Inc.**  
**Balance Sheets**

Attachment D

	Dec 31, '00	Dec 31, '01
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash and Cash Equivalents	\$ 4,386,866.71	\$ 90,672.98
Accounts Receivable	176,203.13	36,495.08
Uninstalled Materials	463,435.00	-
Undeposited Funds	1,405.00	-
<b>Total Current Assets</b>	5,027,909.84	127,168.06
<b>Fixed Assets -- At Cost</b>		
NOC Building	239,218.00	256,438.06
Office Furniture/Equipment	28,080.86	83,089.57
NOC Equipment	200,980.50	242,076.94
ISP/Intranet Equipment	334,814.44	429,707.49
Telephony Equipment	77,432.40	380,705.83
CATV/Video Equipment	104,329.71	546,069.99
Combining Infrastructures	67,929.37	441,679.69
Market Transport Infrastructure	-	157,176.88
Outside Plant Costs	158,449.48	1,032,643.21
RF Engineering & Design Costs	351.00	18,333.90
Home Technology Costs	139,969.30	269,122.41
<b>Total Fixed Assets -- At Cost</b>	1,351,555.06	3,857,043.97
Less Accumulated Depreciation	(145,288.62)	(492,147.32)
<b>Net Fixed Assets</b>	1,206,266.44	3,364,896.65
<b>TOTAL ASSETS</b>	<b>\$ 6,234,176.28</b>	<b>\$ 3,492,064.71</b>
<b>LIABILITIES &amp; EQUITY</b>		
<b>Current Liabilities</b>		
Accounts Payable	\$ 812,776.77	\$ 1,035,168.95
Accrued Payroll	-	2,500.02
Taxes and Fees	1,182.10	10,971.05
Accrued Interest	-	8,411.00
<b>Total Current Liabilities</b>	813,958.87	1,057,051.02
<b>Long Term Liabilities</b>		
Notes Payable to Shareholder	-	762,700.00
<b>Total Long Term Liabilities</b>	-	762,700.00
<b>Total Liabilities</b>	813,958.87	1,819,751.02
<b>Preferred Stock -- Series A and B</b>	7,400,000.00	7,400,000.00
<b>Shareholders' Equity</b>		
Common Stock	833,000.00	833,000.00
Retained Earnings (Deficit)	(2,812,782.59)	(6,560,686.31)
<b>Total Shareholders' Equity</b>	(1,979,782.59)	(5,727,686.31)
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 6,234,176.28</b>	<b>\$ 3,492,064.71</b>