

ORIGINAL

NEW APPLICATION



0000101288

LUKAS, NACE,
GUTIERREZ & SACHS, LLP

1650 TYSONS BOULEVARD, SUITE 1500
MCLEAN, VIRGINIA 22102
703 584 8678 • 703 584 8696 FAX

WWW.FCC.LAW.COM

RUSSELL D. LUKAS
DAVID L. NACE
THOMAS GUTIERREZ*
ELIZABETH R. SACHS*
DAVID A. LAFURIA
PAMELA L. GIST
TODD SLAMOWITZ*
TODD B. LANTOR*
STEVEN M. CHERNOFF*
KATHERINE PATSAS*

CONSULTING ENGINEERS
ALI KUZERKANANI
LEILA REZANAVAZ
OF COUNSEL
GEORGE L. LYON, JR.
LEONARD S. KOLSKY*
JOHN CIHKO*
J. K. HAGE III*
JOHN J. MCAVOY*
HON. GERALD S. MCGOWAN*
TAMARA DAVIS BROWN*
*NOT ADMITTED IN VA

Arizona Corporation Commission
DOCKETED

July 24 2009

DOCKETED BY [nr]

WRITER'S DIRECT DIAL
(703) 584-8671
dlantor@fcc.law.com

VIA FEDERAL EXPRESS

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

T-02556A-09-0371

Re: **Application of Smith Bagley, Inc. for Designation as an Eligible
Telecommunications Carrier Under 47 U.S.C. § 214(e)(2) and A.C.C. R14-2-
1203; Docket No. T-02556A-08-_____**

To Whom It May Concern:

Enclosed is an original and thirteen copies of revised tariff pages for Smith Bagley, Inc.'s ("SBI") tariff for its universal service offering in the state of Arizona.

This current Release 17 includes revisions to SBI's on-reservation and near-reservation universal service offerings. The revisions are limited to Sections 2.2.6, 2.3.3, 4.2, 5.2.1, 5.2.2 and 6.1 of the tariff. The changes are not resulting in any increase in the charges applied to customers by SBI.

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

Sincerely,

Todd B. Lantor
Counsel for Smith Bagley, Inc.

DOCKET CONTROL
ARIZONA CORPORATION COMMISSION

2009 JUL 24 2:48

Enclosures RECEIVED

Issued: 7-1-09

Effective: 7-1-09

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING**2.2 ESTABLISHING AND FURNISHING UNIVERSAL SERVICE (Cont'd)****2.2.4 LIMITED COMMUNICATION**

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

2.2.5 ASSIGNING AND CHANGING OF TELEPHONE NUMBERS

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

2.2.6. TERMINATION OF SERVICE**A. Initial Contract Periods**

1. Where service is disconnected and subsequently reestablished at the same location for the same or different Customer, a new initial contract period will apply, whether or not the equipment has been removed. However, where there is a transfer of service from one Customer to another without lapse in the rendition of service and the same business is continued, a new initial contract period will not apply, except that the succeeding Customer will be required to assume responsibility for any unexpired portion of the initial contract period.
2. Where the provision of service requires unusual costs or involves special assemblies of equipment, or where the provision of service requires construction of outside plant facilities for possible short term use, the Company reserves the right to require an initial contract period of longer than forty (40) months for on reservation customers or forty-one (41) months for near reservation customers in addition to any construction charge that may be applicable. (C)

B. Charges for Termination of Service

1. Nonrecurring charges do not apply to disconnect and/or removal of service, equipment, service features or facilities unless otherwise specified.
2. After the expiration of the initial contract period, service may be terminated upon reasonable advance notice to the Company (pursuant to the terms and conditions of the Customer Service Agreement and this Tariff) and payment of all charges due to the date of termination of the service.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING UNIVERSAL SERVICE (Cont'd)

2.2.6 TERMINATION OF SERVICE (Cont'd)

D. Nonrecurring Charge for Restoral of Service

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

	NONRECURRING CHARGE	
§ Each line restored	\$ 40.00	(R)

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

2.2.7 SUSPENSION OF SERVICE

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

Issued: 7-1-09

Effective: 7-1-09

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE

2.3.1 CUSTOMER RESPONSIBILITY

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

2.3.2 LATE PAYMENTS

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

2.3.3 ADVANCE PAYMENT FOR SERVICE

- A. Charges for the initial forty (40 months) of universal service for on reservation customers or forty-one (41 months) of universal service for near reservation customers may be paid in advance in cash, or where the Customer is creditworthy, charged to a credit card acceptable to the Company. *The Company shall return any unused monthly access fees to a Universal Service Customer who terminates service before the expiration of the forty or forty-one month period, as appropriate, provided, the customer returns any equipment and is not otherwise in breach of its Cellular Service Agreement.* (C)

Issued: 7-1-09

Effective: 7-1-09

4. EQUIPMENT, CONSTRUCTION AND OTHER SPECIAL CHARGES**4.2 EQUIPMENT ARRANGEMENTS**

The Universal Service Program, as described in Section 5.2, may provide subscribers with a handheld phone kit. This equipment may be provided at no additional charge for the initial term of forty (40) months of service for the on reservation customers or forty-one months (41) of service for the near reservation customers. Customers may also provide their own equipment, provided it is compatible and complies with the FCC's rules. Company provided equipment will be as follows dependent upon the service provided: (C)

- A. A handheld mobile phone kit for operation with a digital signal that operates in the 1900 Mhz frequency range for the service area in Coconino County. The kit will include an AC charger and a cigarette lighter adaptor for vehicular use.
- B. A handheld mobile phone kit for operation with a digital signal that operates in the 850 Mhz frequency range will be given in the service area that encompasses Navajo and Apache Counties. The kit will include an AC charger and cigarette lighter adaptor for vehicular use.

Issued: 7-1-09

Effective: 7-1-09

5. BASIC SERVICES

5.2 UNIVERSAL SERVICE (Cont'd)

5.2.1 UNIVERSAL SERVICE PLAN (ON RESERVATION)

The Universal Service Plan (On Reservation) entitles eligible Customers to 600 minutes of local anytime airtime included per month. (C)

A. Rates and Charges

1. The Company shall provide credits to Universal Service Customers against the recurring monthly charge for the provision of Wireless Service for eligible low-income Customers. Only one Universal Service Plan, with the monthly credit, is available per household. Additional lines are not subject to the monthly credit.
2. Amount of Credit for Monthly Access Charges
 - a. For qualifying persons residing on Native American Reservations within the Company's ETC Service Area, the Company shall apply a combination of Universal Service credits and Company-provided credits to reduce the monthly recurring service access charge to one dollar (\$1.00).
 - b. The applicable Universal Service credits are available to new program participants as long as there is sufficient money in the federal Lifeline funds to cover them. In the event that the federal Lifeline funds are not sufficient to cover the new applicants in any given year, the Company will allocate any and all remaining surplus funds until all qualified Customers are covered. In no event shall surplus funds be used by the Company to pay administrative costs before all qualifying Customers that have applied for benefits under the program have been covered for any given calendar year. The Company may vary the credit or the number of included minutes as required by changes in federal or state Universal Service funding support.

Issued: 7-1-09

Effective: 7-1-09

5. BASIC SERVICES

5.2 UNIVERSAL SERVICE (Cont'd)

5.2.2 NEAR RESERVATION UNIVERSAL SERVICE PLAN (Cont'd)

3. Activation and Installation

- a. The activation charge for all Customer connections is no more than forty dollars (C) (\$40.00). The Company shall match any credit available to the Customer through the federal Link Up Program.
- b. There is no installation charge for Customers who obtain a mobile handset through a Company store. The minimum installation charge for fixed installations shall be One Hundred Fifty dollars (\$150.00). Additional installation charges shall be determined on a time and materials basis. Eligible Customers shall receive a credit for installation charges as provided by the federal Link Up Program. The Company shall provide a price quote and describe available credits to Customer before commencing installation. Customer may cancel service without obligation if installation charges quoted are unacceptable.

**6. ELIGIBILITY FOR LOW INCOME CREDITS
ON UNIVERSAL SERVICE PLANS****6.1 ELIGIBILITY BASED ON MEANS-TESTED PROGRAM
PARTICIPATION**

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

- Medicaid
- Food Stamps
- Supplemental Social Security Income (SSI)
- Federal Public Housing Assistance (Section 8 or FPHA)
- Low Income Home Energy Assistance Program (LIHEAP)
- Temporary Assistance to Need Families (TANF)
- National School Lunch's Free Lunch Program (NSL)
- State Children's Health Insurance Plan (AHCCCS or KidsCare)
- Bureau of Indian Affairs General Assistance
- Navajo Nation Program for Self Reliance (N)
- Head Start (income qualifying/residents of Tribal Lands only)

6.2 ELIGIBILITY BASED UPON INCOME

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

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

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

6.3 DISPUTE RESOLUTION PROCEDURES

- A. If Company has a reasonable basis to believe that a customer no longer qualifies for the low-income credits described in Section 5.2.1 and 5.2.2 herein, the Company will notify the customer of their impending termination of those low-income credits by sending a termination of low-income credits notice in a letter separate from the customer's bill.
- B. If a customer receives such a termination notice the customer has 60 days from the date of the termination letter in which to demonstrate his or her continued eligibility before the low-income credits are discontinued.