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AZ CORP COMMISSION
DOCKET CONTROL

Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

Arizona Corporation Commission
DOCKETED

SEP 20 2013

RE: Triplet Mountain Communications, Inc.
Docket No. T-20487A-06-0714
Decision No. 70101

DOCKETED BY 

Dear Sir/Madam:

On August 19, 2013, Triplet Mountain Communications, Inc. filed its compliance tariff that was approved by the Commission in Docket No. T-20487A-06-0714, Decision 70101. After a discussion with Staff, the Company revised the following tariff pages: added Toll Service and Rates on Sheets 112, 113 and 129 approved as a supplemental filing in this proceeding, updated the current late payment percentage fee on Page 114 per Commission Rule R14-2-508(G)(3), and on Sheet 117, added a maximum rate for Competitive Exchange Special Access Service. The Company also made minor format changes to correct headings and footnotes throughout the tariff and because of this we are requesting to replace the compliance tariff filed with the Commission in August, with the one enclosed.

I have also included an extra copy of this letter and tariff pages to be stamped and returned to me in the enclosed self-addressed pre-paid overnight envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,

Deborah Morgan
Authorized Representative for
Triplet Mountain Communications, Inc.

DM/pjf

Enclosures

cc: Mr. Steven M. Olea, Director, Utilities Division, ACC
Ms. Janice Alward, Chief Legal Counsel, Legal Division, ACC
Ms. Pamela Genung, Utilities Analyst V, Utilities Division, ACC
Ms. Shirley Ortiz, General Manager, Triplet Mountain Communications, Inc.



Applying to the provision of
Competitive Exchange and Network Services

TRIPLET MOUNTAIN COMMUNICATIONS, INC.

In the State of

Arizona

As provided herein.

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CONCURRING CARRIERS
NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

REGISTERED SERVICE MARKS

REGISTERED TRADEMARKS

None

None

EXPLANATION OF SYMBOLS

- (AT) - To signify addition to text
- (C) - To signify a correction
- (CP) - To signify change in practice
- (CR) - To signify change in rate
- (CT) - To signify change in text
- (DR) - To signify discounted rate
- (FC) - To signify a change in format lettering or numbering
- (MT) - To signify moved text
- (NR) - To signify a new rate
- (RT) - To signify removals of text

In addition to symbols for changes, each changed provision in this Tariff shall contain a vertical line that clearly shows the exact number of lines being changed.

STANDARD RATE SCHEDULE

ARIZONA TELECOMMUNICATIONS RELAY SERVICES RIDER

A. TELECOMMUNICATIONS RELAY SERVICE (TRS)

TRS are telephone transmission services that provide the ability for an individual who has a hearing or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communications services by wire or radio. TRS includes services that enable communications between the user of a Text Telephone (TT) or other non voice terminal device and an individual who does not use such a device. TRS facilities are equipped with specialized equipment and staffed by communications assistants (CAs) who relay conversation between people who use text telephones and people who use traditional telephones. Unless otherwise required by law, CAs shall not disclose the content of any relayed conversation.

TRS shall be accessible by dialing a toll-free number that shall be published within the Company's white page directories.

The completed call shall be rated as a call from the originating telephone number to the terminating telephone number without regard to the actual routing of the call through the TRS operator center.

B. APPLICATION OF FEE

The Company will assess an amount on each access line equal to the proportionate amount of the total intrastate cost to provide TRS in accordance with Federal law and FCC rules. The total intrastate cost to provide TRS will be established by contract and under the oversight of the Arizona Corporation Commission. The total intrastate cost to provide TRS will be adjusted on an annual basis to account for any over-recovery or under-recovery of costs incurred in the prior year for provision of TRS.

The amount per access line will be uniform for all local exchange companies (LECs) and shall be derived using the following formula:

$$\frac{\text{Total TRS Contract Cost +/- over- or under-recovery}}{\text{Total CLEC Access Lines}} /12$$

The results of such calculation shall be rounded up to the penny for the purpose of applying this charge to the customer's bill. The current year's monthly fees are specified in the fee list of Qwest Telecommunications Relay Service. The Company concurs with the fee contained in Qwest's Telecommunications Relay Service Fee list, which may be modified from time to time.

REFERENCE TO OTHER TARIFFS AND AUSF SURCHARGES

A. REFERENCE TO OTHER TARIFFS

Whenever reference is made in this Tariff to other tariffs of the Company, the reference is made to the tariffs in force as of the effective date of this Tariff and to amendments thereto and successive issues thereof.

B. ARIZONA UNIVERSAL SERVICE FUND SURCHARGES

The Company is required to pay surcharges to the Arizona Universal Service Fund (AUSF) calculated in accordance with the provisions of Arizona Administrative Code R14-2-1201 et seq., including all amendments, revisions, or successive issues thereof (collectively, the AUSF Rules). The Company shall collect from its customers through a surcharge on each customer's bill a pro rata share of the total AUSF surcharges which are payable by the Company. Such surcharges shall be billed based upon (i) access lines, (ii) interconnecting trunks, (iv) toll revenues, or (iv) a combination of the foregoing three items, as provided in the AUSF Rules. In collecting a pro rata share of the AUSF surcharges from its customers, The Company may round up any fractional cent to the next whole cent.

1. APPLICATION OF TARIFF

- 1.1 This Tariff contains regulations, rates and charges applicable to the provision of Competitive Exchange and Network Services as described herein and provided by Triplet Mountain Communications, Inc. (the "Company" or "Telephone Company") to end users residing within the state of Arizona.
- 1.2 The provision of Competitive Exchange and Network Services by the Company as described in this Tariff does not constitute a joint undertaking with the end user or customer for the furnishing of any Service.
- 1.3 Where equipment, facilities or service arrangements are requested which are not provided for in the applicable tariffs of the Company, then monthly rates and one-time charges such as non-recurring and/or construction charges will apply based on the circumstances of each case, and shall be established by agreement between the customer and the Company. These special equipment and service items will be provided whenever, in the judgment of the Company, there is a valid reason for providing the service requested. In such cases, the Company reserves the right to require an initial contract period longer than one month at the same location.

2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

- (A) The Company shall be responsible only for the installation, operation and maintenance of the Services it provides.
- (B) The Company will, for maintenance purposes, test its Services only to the extent necessary to detect and/or clear troubles.
- (C) Services are provided 24-hours-a-day, seven-days-a-week, except as set forth in other applicable sections of this Tariff.
- (D) The Company does not warrant that its facilities and Services meet standards other than those set forth in this Tariff.

2.1.2 Limitations

- (A) The end user may not assign or transfer the use of Services provided under this Tariff; however, where there is no interruption of use or relocation of Services, an assignment or transfer may be made to:
 - (1) another end user, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such Services, including the unexpired portion of the applicable minimum service period, if any, and the termination liability applicable to such Services, if any; or

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.2 Limitations (Cont'd)

- (2) a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the applicable minimum service period, if any, and the termination liability applicable to such Services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer, which acknowledgement shall be made within fifteen (15) days from the receipt of notification. All assignments or transfers without prior notification to the Phone Company shall be void. All regulations and conditions contained in this Tariff shall apply to assignees and transferees.

The assignment or transfer of Services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing as of the date of a valid assignment or transfer.

- (B) The use and restoration of Services shall be provided on first-come first-served basis. The use and restoration of Services shall be in accordance with Part 64, Subpart D, Appendix A, of the Federal Communications Commission's Rules and Regulations.

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.3 Liability

- (A) The Company's liability, if any, with respect to any claim or suit by a customer, end user or any other for damages associated with the installation, provision, termination, maintenance, repair or restoration of Service, and subject to the provisions of (B) through (I) following, shall not exceed an amount equal to the proportionate charge for the Service for the period during which the Service was affected.
- (B) The Company shall not be liable for any act or omission of any other carrier or any customer providing a portion of a Service, nor shall the Company, for its own act or omission, hold liable any other carrier or customer providing a portion of a Service.
- (C) The Company is not liable for damages to the end user's premises resulting from the furnishing of a Service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- (D) The Company shall be indemnified, defended and held harmless by the customer or end user against any claim, loss or damage arising from the customer's or end user's use of Services offered under this Tariff, involving:
 - (1) Claims for libel, slander, invasion of privacy, or infringement of copy right arising from the customer's or end user's communications;
 - (2) Claims for patent infringement arising from the customer's or end user's acts of combining or using the Services furnished by the Company in connection with facilities or equipment furnished by the customer or end user; or
 - (3) Any and all other claims arising out of any act or omission of the customer or end user in the course of using Services provided pursuant to this Tariff.

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.3 Liability (Cont'd)

- (E) The Company does not guarantee or make any warranty with respect to its Services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the end user or customer from any and all claims by any person relating to such customer's or end user's use of Services so provided.
- (F) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any Service offered under this Tariff.
- (G) The Company's failure to provide or maintain Services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of terrorism, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.5.4 of this Tariff.
- (H) The customer indemnifies and save the Company harmless against claims arising out of the following:
 - (1) Any accident, injury or death occasioned by the Company's equipment or facilities when such accident, injury or death is not due to the negligence of the Company.
 - (2) Claims for libel, slander, or infringement of copyright arising from the material transmitted or recorded using the Company's facilities.
- (I) Under no circumstances shall the Company be liable to a customer or end user for indirect, incidental, consequential, punitive or special damages.

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.4 Right to Refuse Service where Uneconomical

The Company shall provide Services as provided in this Tariff where such Services can be provided with commercially reasonable effort. The Company reserves the right to refuse Service to any customer where the Company determines, in its sole discretion, that such Service is either technically or economically infeasible.

2.1.5 Installation and Termination of Services

The Services provided under this Tariff (A) will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location at the end user-designated premises and (B) will be installed by the Company to such point of termination

2.1.6 Maintenance of Services

The Services provided under this Tariff shall be maintained by the Company. The customer or end user may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the prior written consent of the Company.

2.1.7 Changes and Substitutions

Except as provided for equipment and Services subject to FCC Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business:

- (A) Substitute, change or rearrange any facilities used in providing Service under this Tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities; and/or

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.7 Changes and Substitutions (Cont'd)

- (B) Change minimum protection criteria, change operating or maintenance characteristics of facilities, or change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in approved industry specifications or the Rural Utilities Service (RUS) specifications, if required. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer or end user furnished services obsolete or requires modification or alteration thereof or otherwise affects the use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer or end user in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer or end user to determine reasonable notification procedures.

2.1.8 Refusal and Discontinuance of Service

- (A) The Company may discontinue Service without prior notice until the following conditions, which resulted in the termination, have been corrected. Records of each termination without notice will be maintained for a minimum of one year:
- (1) If a condition immediately dangerous or hazardous to life, physical safety, or property exists.
 - (2) Upon order by any court, the Commission, or any other duly authorized public authority; or
 - (3) If Service was obtained fraudulently or without the authorization of the Company, or is being used for, or suspected of being used for, fraudulent purposes, or the Company finds evidence of tampering.

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(B) The Company may terminate, suspend or discontinue Service, and remove any of its equipment from the customer's or end user's premises, after prior written notice for any of the following reasons:

- (1) Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations.
- (2) Failure of the customer to pay a bill for Service.
- (3) Failure to meet or maintain the Company's credit and deposit requirements.
- (4) Failure of the customer to provide the Company reasonable access to its equipment and property.
- (5) Customer breach of contract for Service between the Company and the customer.
- (6) When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.
- (7) Obtaining Service by subterfuge which includes, but is not restricted to, an application for Service at a location in the name of another party by a customer whose account is delinquent and who continues to reside at the premises.
- (8) Failure to comply with municipal ordinances or other laws pertaining to telecommunications Service which may adversely affect the safety of the customer or other persons or the integrity of the Company's Service.

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

(C) When written notice is required for termination or suspension of Service, the Company shall give the customer at least five (5) days advance written notice by U. S. Mail prior to the date of termination. The written notice shall provide for the following:

- (1) The name of the person whose Service is to be terminated and the telephone number where Service is being rendered.
- (2) The Company's rules or regulation that was violated and explanation thereof or the amount of the bill which the customer has failed to pay in accordance with the payment policy of the Company, if applicable.
- (3) The date on or after which Service may be terminated.
- (4) A statement advising the customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the customer's Service.

(D) The Company may refuse additional applications for Service and/or refuse to complete any pending orders for Service by the non-complying end user at any time, if the provisions of 2.2.1 (B) following apply, or if an end user fails to comply with Section 2.1.6 preceding or Sections 2.2.2, 2.3.1, 2.3.4 2.4 or 2.5 following, including any payments to be made by it on the dates and times herein specified.

If the Company does not discontinue the provision of the Services involved, and the end user's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the Services to the non-complying end user without further notice.

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (E) When the Company has disconnected Competitive Exchange and/or Network Service to the end user for noncompliance with this Tariff, the end user will be required to pay all unpaid charges prior to the reconnection of Service. In addition the end user will be required to reapply for Service, being subject to the deposit requirements, Service Order, Line Connection and Installation (if applicable) Charges before service will be restored.

2.1.9 Limitations on the Discontinuance of Service

- (A) Jurisdictional Service cannot be denied or discontinued for delinquency or nonpayment of charges for Service unless the customer has been issued a bill for the charges consistent with the Commission's Rules and Regulations.
- (B) No end user will be given notice of discontinuance of Service nor shall his Service be discontinued if the unpaid bill is for services that are not jurisdictional telecommunications services. However, jurisdictional telecommunications service may be denied or discontinued when the Company can reasonably demonstrate that the jurisdictional service is being used to obtain unauthorized access to an interstate toll service being provided to the general public or if the Company has substantial reasonable grounds to believe that payment from the end user for jurisdictional toll services is in jeopardy.
- (C) The Company may discontinue or decline to furnish jurisdictional service to any end user for failure to pay any indebtedness incurred for toll services provided by another IXC provider of IXC services to the general public, either intrastate or interstate services, if the IXC has a binding contractual relationship with the Company or is subscribing to the access tariffs of the Company, and the Company is the billing agent for the IXC.
- (D) The Company will not discontinue Service on any Saturday, Sunday, or at any time when the Company's business offices are not open for business.

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.9 Limitations on the Discontinuance of Service (Cont'd)

- (E) The Company will postpone discontinuance of telephone Service to a residential end user for thirty (30) days from the date of a certificate by a licensed physician which states that discontinuance of Service will aggravate an existing medical emergency or create a medical emergency for an end user, a member of the end user's family, or other permanent resident on the premises where Service is rendered. This postponement will be limited to sixty (60) days within a continuous twelve month or a lesser period agreed upon by the Company and the customer of physician. This notice or certificate of medical emergency must be in writing and show clearly the name of the person whose illness would be exacerbated by discontinuance of Service, the nature of the medical emergency, and the name, title, and signature of the person giving notice of or certifying the medical emergency.
- (F) Where Service is provided to a medical care facility, including a hospital, medical clinic with resident patients, or nursing home, notice of pending discontinuance will be provided to the Commission as well as to the end user. Upon request from the Commission or its Staff, a delay in discontinuance of Service of no less than five (5) business days from the date of notice shall be allowed so that the Commission may take whatever steps are necessary to protect the interest of the resident patients.
- (G) Delinquency in payment for Services rendered to a prior customer at the premises where Service is being provided, except in the instance where the prior customer continues to reside on the premises.
- (H) Failure of the customer to pay for Services or equipment which are not regulated by the Commission.
- (I) Residential Service will not be disconnected due to nonpayment of a bill related to another class of Service.
- (J) Failure to pay for a bill to correct a billing error if the customer agrees to pay over a reasonable period of time.
- (K) Disputed bills where the customer has complied with the Commission's rules on complaints.

2. GENERAL REGULATIONS (Cont'd)2.1 Undertaking of the Company (Cont'd)2.1.10 Notification of Service-Affecting Activities

To the extent practicable, the Company shall provide the end user with reasonable advance notice 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, routine preventative maintenance and major switching office change-out.

2.1.11 Provision and Ownership of Telephone Numbers

The Company reserves the right to assign, designate or change telephone numbers, or the Company serving central office prefixes associated with such numbers, or any other call number designations associated with Access Services when necessary in the reasonable operation of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the end user thirty (30) days prior notice, and an explanation of the reason(s) for such change(s). Assignment control of telephone numbers remains with the Company.

2.1.12 Provision and Ownership of Telephone Directories

The Company reserves the right of ownership of the telephone directories provided to end users as an aid to the use of telephone service. The Company may request that such directories be returned to the Company when new directories are issued. The Company will furnish to its end users, without charge, one directory per access line per year.

2.1.13 Minimum Customer Information Requirements

The Company will make available to residential customers upon request not later than sixty (60) days from the date of request a concise summary of the rate schedule applied for by such customer. In addition the Company will make available upon customer request not later than sixty (60) days from date of Service commencement a copy the Company's Tariff or the Commission's rules and regulations concerning deposits, terminations of Service, billing and collection, and complaint handling.

2. GENERAL REGULATIONS (Cont'd)2.2 Use2.2.1 Interference or Impairment

- (A) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide Services under this Tariff shall not interfere with or impair Service over any facilities of the Company, its affiliated companies, or its connecting and concurring carriers or customers using its Services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- (B) Except as provided for equipment or services subject to the FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with Section 2.2.1(A) preceding, the Company will, where practicable, notify the end user that temporary discontinuance of the use of a Service may be required; however, where the prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporary discontinuance, the end user will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.5.4 following is not applicable.

2. GENERAL REGULATIONS (Cont'd)2.2 Use (Cont'd)2.2.2 Unlawful Use

The Service provided under this Tariff shall not be used for an unlawful purpose.

(A) The Company may, by notice in writing, without incurring any liability, either suspend or terminate the Service of an end user for any of the following reasons:

- (1) Use of foul or profane language over the Service;
- (2) Impersonation of another person with fraudulent intent over the Service;
- (3) Making of nuisance calls over the Service;
- (4) Use of service by an end user in connection with a plan or contrivance to secure a large volume of calls to be directed to such end user at or about the same time, resulting in preventing, obstructing, or delaying the service of others;
- (5) Listening in on telephone conversations;
- (6) Abuse or fraudulent use of Service which includes:
 - (a) The use of Service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an applicable charge;
 - (b) The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain telephone Service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment in whole or in part, of the established charge for such Service;

2. GENERAL REGULATIONS (Cont'd)2.2 Use (Cont'd)2.2.2 Unlawful Use (Cont'd)

- (c) Resale of any Service provided by the Company, except as provided by the FCC and applicable state Commission rules and regulations;
 - (7) Use of the Service in such a manner as to interfere with the service of other users;
 - (8) Use of the Service for any purpose other than a means of communication;
 - (9) Use of Service for unlawful purposes; and
 - (10) Any other violation of regulations as set forth in the Company's filed Tariff.
- (B) The Company may continue such suspension of Service until all violations have ceased, or terminate the Service without suspension of Service or following suspension of Service, and disconnect and remove any of its facilities from the end user's premises.
- (C) Service is furnished by the Company subject to the condition that it will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such Service is being used or will be used in violation of law, and secures proper legal orders to deny such Service.
- (D) In such instances when termination occurs, as in Section 2.2.2(A) preceding, the Company shall be indemnified, defended and held harmless by the end user against any claim, loss, or damage arising from the Company's actions in terminating such Service.

2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the End User or Customer2.3.1 Damages

The end user shall reimburse the Company for damages to the Company facilities utilized to provide Services under this Tariff caused by the negligence or willful act of the customer or end user, or resulting from the customer's or end user's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Such damages will be the actual cost of the materials and the actual hours required for repair of the damage multiplied by the appropriate labor rate.

Nothing in the foregoing provision shall be interpreted to hold one end user liable for another end user's actions. The Company will, upon reimbursement for damages, cooperate with the end user in prosecuting a claim against the person causing such damage and the end user shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

2.3.2 Ownership of Facilities

Facilities utilized by the Company to provide Service under the provisions of this Tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the end user, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.3.3 Equipment Space and Power

The end user shall furnish or arrange to have furnished to the Company, at no charge, equipment space and electrical power required by the Company to provide Services under this Tariff at the points of termination of such Services. The selection of ac or dc power shall be mutually agreed to by the end user and the Company.

The end user shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing Services.

2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the End User or Customer (Cont'd)2.3.4 Availability for Testing

The Services provided under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.3.5 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the end user shall defend, indemnify, protect and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the Services provided under this Tariff, any circuit, apparatus, system or method provided by the end user.
- (B) The end user shall defend, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the end user's circuits, facilities, or equipment connected to the Company's Services provided under this Tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the end user's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the end user to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the Services provided under this Tariff; provided, however the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortuous conduct of the end user, its offices agents or employees.

2. GENERAL REGULATIONS (Cont'd)2.3 Obligations of the End User or Customer (Cont'd)2.3.5 Claims and Demands for Damages (Cont'd)

- (C) The end user shall defend its officers, indemnify and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorney fees and court costs by the end user or third parties arising out of any act or omission of the end user in the course of using Services provided under this Tariff.

2.4 Deposits2.4.1 Criteria for Establishment and the Amount of a Deposit

- (A) The Company may, in order to safeguard its interests, require an end user which has a proven history of late payments to the Company or does not have established credit, to make a deposit, or other payment as a guarantee of the payment of rates and charges. This can be done prior to or at any time after the provision of a Service to the end user. The following criteria will be used to determine whether to require a deposit, or other payment as a condition of new or continued Service:
- (1) The Company may require existing customers to make deposits if their payment records show substantial non-payments for jurisdictional services provided by the Company in any two of the last twelve months or has presented a check subsequently dishonored. A deposit may be required even if such end users have paid a part of the amount owed before the date of Service disconnect for nonpayment. The Company must give the end user written notice of the amount of the deposit that is required and inform the end user that the deposit payment must be received in fifteen (15) calendar days.
 - (2) The Company may require an existing business end user to make a deposit if the Company has reason to believe the end user's credit worthiness is in jeopardy. The Company will keep on file the information or reason for this credit judgment and make the information available to the end user upon request.

2. GENERAL REGULATIONS (Cont'd)2.4 Deposits (Cont'd)2.4.1 Criteria for Establishment and the Amount of a Deposit (Cont'd)

- (3) Unless the Company can reasonably demonstrate that the business user is likely to cease operations, information which would lead the Company to change its judgment of the end user's credit worthiness will be limited to bad debt records or tax liens.
- (4) The Company may require existing end users to pay a deposit in full without the notice requirements of 2.4.1.(A)(1) above before Service is restored whenever the denied Service has been disconnected for non-payment of outstanding charges.
- (5) A deposit is not required if the applicant has been a customer of the Company for a similar type of Service within a preceding 12 consecutive month period, and applicant's credit was satisfactory and is not otherwise impaired.
- (6) A deposit is not required if the applicant can produce a letter regarding credit or verification from a Telephone Company where services of a comparable nature was last received which states:
 - (a) Applicant had a timely payment history at the time of service disconnect.
 - (b) Applicant has no outstanding liability from prior service.

2. GENERAL REGULATIONS (Cont'd)2.4 Deposits (Cont'd)2.4.1 Criteria for Establishment and the Amount of a Deposit (Cont'd)

- (B) For residential customers the amount of the deposit which may be required of an applicant for the purpose of establishing credit shall not exceed two times the estimated average monthly bill, or the average monthly bill for that customer, which ever is greater. For nonresidential customers, the amount of the deposit which may be required of an applicant for the purpose of establishing credit shall not exceed two and one-half times the estimated maximum monthly bill.

An estimate of the monthly bill for toll services furnished by another provider (customer) can be included in the estimated total monthly bill for jurisdictional services furnished by the Company when there is a binding contractual relationship between the Company and the toll service provider (customer).

- (C) The amount of the deposit may be adjusted on the basis as stated in 2.4.1(A) and (B) above at the request of the end user or by the Company at any time when the character, purpose, or degree of the end user's use of the Service has materially changed, or when it is indicated that it will change.
- (D) A deposit required under this portion of the Tariff is in addition to any advance, contribution or guarantee in connection with construction of lines or facilities, as provided in Section 14 of this Tariff.
- (E) The Company shall issue a receipt for the deposit to each applicant or end user from whom a deposit is received, and will provide means whereby a depositor may establish claim if a receipt is lost.
- (F) The Company may, at its option, not require a deposit from a new applicant that would otherwise be required to pay a deposit under this Tariff.
- (G) Records of all deposits will be maintained by the Company to show the following information:
- (1) The name and address of each depositor.
 - (2) The amount and date of the deposit.
 - (3) Record of each transaction concerning the deposit.

2. GENERAL REGULATIONS (Cont'd)2.4 Deposits (Cont'd)2.4.1 Criteria for Establishment and the Amount of a Deposit (Cont'd)

- (H) The Company shall maintain a record of each unclaimed deposit for at least (4) years, during which time the Company shall make a reasonable effort to return the deposit.

2.4.2 Limitation on the Use of Deposits

- (A) The making of a deposit shall not relieve any end user of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the end user for jurisdictional telecommunications Services of the Company. However, consistent with 2.4.1(B) above, the deposit may be applied to the indebtedness of the end user to a toll service provider which has a contractual billing relationship with the Company after the bills for jurisdictional telecommunications Services and other Services of the Company have been satisfied.
- (B) The Company will not require any security other than a cash deposit, or a surety bond, to secure payment for jurisdictional telecommunications Services.
- (C) The Company may review the customer's usage after Service has been connected and adjust the deposit amount based on the customer's actual usage.

2.4.3 Interest on Deposits

The Company shall pay simple interest upon the actual amount on deposit at the rate of six percent (6%) per annum.

2.4.4 Refund of Deposits

- (A) The Company shall refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the jurisdictional Services furnished by the Company upon discontinuance of Service, or when an end user has established credit by other means. A transfer of Service from one location to another within the area served by the Company shall not be deemed a discontinuance of Service with the Company if the character of the service remains unchanged.

2. GENERAL REGULATIONS (Cont'd)2.4 Deposits (Cont'd)2.4.4 Refund of Deposits (Cont'd)

- (B) The Company will mail, or otherwise deliver to the end user, when a deposit, with any associated interest, is applied to the liquidation of unpaid bills, a statement showing the amount of the original deposit, plus any accrued interest, the amount of unpaid bills liquidated by the deposit, plus any interest and the balance remaining due either to the end user or the Company.
- (C) When the customer has paid bills for residential Service for twelve consecutive months without having Service disconnected for nonpayment and without having more than two occasions in which a bill was delinquent, has not presented a dishonored check, and is not delinquent in the payment of the current bills, the Company shall automatically refund the deposit plus accrued interest in the form of a credit to the customer's bill.
- (D) The Company will annually review accounts of end users with deposits and shall refund deposits in accordance with 2.4.4(C) above.
- (E) The Company may, at its option, refund a deposit plus accrued interest in whole or in part at any time earlier than times prescribed in 2.4.4(C) above.
- (F) The Company shall pay within ten (10) working days without demand or notice from the end user a balance due to the end user after Service is discontinued and a final bill is rendered.
- (G) The Company will make a reasonable effort to make the refund of the deposit if the deposit cannot be made on the first attempt.
- (H) The Company will render to the depositor a statement showing the amount of deposit, the period the deposit was held and the amount of the interest paid, only when requested by an end user at the time a deposit is refunded.

2. GENERAL REGULATIONS (Cont'd)2.5 Payment Arrangements and Credit Allowances2.5.1 Payment of Rates and Charges

The Company shall bill on a current basis all charges incurred by the end user and credit all credits due to the end user under this Tariff attributable to Services established or discontinued during the preceding billing period.

The Company shall bill in advance charges for all Services billed on a monthly basis to be provided during the ensuing billing period except for charges associated with Service usage and for the Federal Government which will be billed in arrears. The bill day (i.e., the billing date of a bill for an end user for Competitive Exchange and Network Service under this Tariff), the period of Service each bill covers and the payment date will be as follows:

(A) The Company will establish a bill day each month for each end user account. The bill will cover non-usage sensitive Service charges, monthly charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges (toll) if requested by the toll providing customer for the period after the last bill day through the current bill day. Any known unbilled usage charges for prior periods if applicable, and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (1) following.

(1) Bills shall be payable immediately upon receipt and past due fifteen (15) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between a customer and the Company. The date after which the bill is past due shall be stated on the bill. If the bill is not paid when past due, the Company may apply late payment charges on any unpaid balance as provided in its filed approved Tariff. Payment shall not be considered late if it is received by the due date at an authorized office.

2. GENERAL REGULATIONS (Cont'd)2.5 Payment Arrangements and Credit Allowances (Cont'd)2.5.1 Payment of Rates and Charges (Cont'd)

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

- (2) In the event the end user makes payment on the account with a check and the bank on which the check is drawn returns the check for reasons of "Non Sufficient Funds" (NSF), account closed or any other reason, a charge pursuant to state law or as set forth in Section 20.2(A)(2) will be made.

In the event the end user has an unpaid balance at the end of the billing period, a Late Payment Charge will be assessed each month at 1.5% of the amount of the unpaid balance of a subscriber's bill not paid prior to the next billing date.

In the event the end user's telephone service is temporarily disconnected a Service Restoration Charge will apply as set forth in Section 20.2(A)(4).

- (3) The rates of the Company do not include any state, county, city or other governmental sales taxes, municipal license, franchise, or occupation tax, or similar taxes or impositions on the Company.
- (4) Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing Service without charge or similar taxes or impositions now or hereafter levied by the Federal, State or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its customers and added to the customers' bills on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company.

2. General Regulations (Cont'd)2.5 Payment Arrangements and Credit Allowances (Cont'd)2.5.1 Payment of Rates and Charges (Cont'd)

- (5) Adjustments for the quantities of Services established or discontinued in any billing period beyond the minimum period set forth for Services in other sections of this Tariff will be prorated to the number of days or major fraction of days based on a 30-day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of any bill.
- (6) When a rate as set forth in this Tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (*i.e.*, rounded to two decimal places).

2.5.2 Minimum Periods

The minimum period for which Services are provided and for which rates and charges are applicable is one month except where specifically noted elsewhere in this Tariff.

When a Service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the Service is used or not, as follows:

- (A) When a Service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time Service is discontinued.
- (B) When a Service with a minimum period greater than one month is discontinued prior to the expiration of the minimum period, the applicable charge will be the total monthly charges, at the rate level in effect at the time service is discontinued, for the remainder of the minimum period.

2.5.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for Service are determined in accordance with the definition of "Cancellation Charge" as set forth in Section 2.12 following.

2. GENERAL REGULATIONS (Cont'd)2.5 Payment Arrangements and Credit Allowances (Cont'd)2.5.4 Credit Allowance for Service Interruptions(A) General

A Service is interrupted when it becomes unusable to the end user because of failure of a facility component used to furnish Service under this Tariff or in the event that the protective controls applied by the Company result in the complete loss of service by the end user as set forth in Section 5.2(H) following. An interruption period starts when an inoperative Service is reported to the Company, and ends when the Service is operative.

Every month is considered to have thirty (30) days.

For purposes of this Tariff, a major fraction shall mean more than one third of the incremental credit period using the unit of time in which the Service interruption is measured. For a 24 hour period a major fraction equals 8 hours and one minute.

(B) When a Credit Allowance Applies

In case of an interruption to any Service, allowance for the period of interruption, if not due to the negligence of the end user (which shall not entitle end user to an allowance), shall be as follows:

- (1) For all Competitive Exchange and/or Network Service, no credit shall be allowed for an interruption of less than 24 hours unless agreed to by contractual agreement. The end user shall be credited for an interruption of 24 hours or more at the rate of 1/30 of the applicable monthly rates for each period of 24 hours.

The monthly charges used to determine the credit shall be the total of all the monthly rate element charges associated with the jurisdictional Service charged by the Company.

- (2) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the monthly rate charge for the Service interrupted in any one monthly billing period.

2. GENERAL REGULATIONS (Cont'd)

2.5 Payment Arrangements and Credit Allowances (Cont'd)

2.5.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence or willful acts of the end user.
- (2) Interruptions of a Service due to the failure of equipment or systems provided by the end user or others.
- (3) Interruptions of a Service during any period in which the Company is not afforded access to the premises where the Service is terminated.
- (4) Natural disasters, emergencies, catastrophes, severe storm or other events affecting large numbers of end users or other extraordinary or abnormal conditions of operations, such as those resulting from work stoppages, civil unrest, acts of terrorism, or other events for which the Company may not have been expected to accommodate.
- (5) Interruptions of a Service when the end user has released that Service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the Service during the time that was negotiated with the end user prior to the release of that Service. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (6) Periods when the end user elects not to release the Service for testing and/or repair and continues to use it on an impaired basis.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

2. GENERAL REGULATIONS (Cont'd)2.5 Payment Arrangements and Credit Allowances (Cont'd)2.5.4 Credit Allowance for Service Interruptions (Cont'd)(D) Use of an Alternative Service Provided by the Company

Should the end user elect to use an alternative Service provided by the Company during the period that a Service is interrupted, the end user must pay the tariffed rates and charges for the alternative Service used.

(E) Temporary Surrender of a Service

In certain instances, the end user may be requested by the Company to surrender a Service for purposes other than maintenance, testing or activity relating to a service order. A credit allowance may be granted for the duration of the service interruption. The credit allowance will be 1/30 of the monthly rate for each period of 24 hours or major fraction thereof that the Service is surrendered. In no case will the credit allowance exceed the monthly rate for the Service surrendered in any one monthly billing period.

2.5.5 Re-establishment of Service Following Fire, Flood, or Other Occurrence(A) Nonrecurring Charges Do Not Apply

Access Order and Line Connection charges do not apply for the re-establishment of Service following a fire, flood, or other occurrence attributed to an Act of God provided that:

- (1) The Service is of the same type as was provided prior to the fire, flood, or other occurrence;
- (2) The Service is for the same end user;
- (3) The Service is at the same location on the same premises; and
- (4) The re-establishment of Service begins within sixty (60) days after such service is available. (The 60-day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period.)

2. GENERAL REGULATIONS (Cont'd)2.5 Payment Arrangements and Credit Allowances (Cont'd)2.5.5 Re-establishment of Service Following Fire, Flood, or Other Occurrence (Cont'd)(B) Nonrecurring Charges Apply

Service Order, Line Connection, and Premise Visit Charges apply for establishing service at a different location, on the same premises, or at a different premises pending re-establishment of Service at the original location at the rate set forth in Section 20.3 following.

2.5.6 Title or Ownership Rights

The payment of rates and charges by customers for the Services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

2.6 Customer Service Complaints

The Company will make a full and prompt investigation of all Service complaints made by its customers, either directly or through the Commission. The Company will respond within five (5) working days as to the status of the investigation of the complaint. The Company will notify the complainant and/or Commission representative of the final disposition of each. Upon request the Company will report the findings of its complaints received which will contain the following data:

- (A) Name and address of complainant
- (B) Date and nature of the complaint
- (C) Disposition of the complaint
- (D) A copy of any correspondence between the Company, the customer, and/or the Commission

A record will be maintained for a minimum period of one (1) year and will be available for inspection by the Commission.

2. GENERAL REGULATIONS (Cont'd)2.7 Customer Bill Disputes

Any Company customer who disputes a portion of a bill rendered for the telephone Service shall pay the undisputed portion of the bill and notify the Company's designated representative that such unpaid amount is in dispute prior to the delinquent date of the bill. Upon receipt of the customer notice of dispute, the Company will:

- (A) Notify the customer within five (5) working days of the receipt of a written dispute notice
- (B) Initiate a prompt investigation as to the source of the dispute
- (C) Withhold disconnection of Service until the investigation is completed and the customer is informed of the results

Once the customer has received the results of the Company's investigation the customer will submit payment within five (5) working days to the Company for any disputed amounts. Failure to make full payment shall be grounds for termination of Service. Prior to termination the Company will inform the customer of his right of appeal to the Commission.

2.8 Commission Resolution of Service and/or Bill Disputes

In the event a customer and the Company cannot resolve a Service and/or bill dispute, the customer shall file a written statement of dissatisfaction with the Commission by submitting such notice to the Commission, the customer shall be deemed to have filed an informal complaint against the Company. Within thirty (30) days of the receipt of a written statement of customer dissatisfaction related to a service of bill dispute, a designated representative of the Commission shall endeavor to resolve the dispute by correspondence and/or telephone with the Company and the customer. If resolution of the dispute is not achieved within twenty (20) days of the Commission representative's initial effort, the Commission shall hold an informal hearing to arbitrate the resolution of the dispute. The informal hearing shall be governed by the following rules:

- (A) Each party may be represented by legal counsel, if desired.
- (B) All such informal hearings may be recorded or held in the presence of a stenographer.
- (C) All parties and the Commission's representative shall be given the opportunity for cross-examination of the various parties.

2. GENERAL REGULATIONS (Cont'd)2.8 Commission Resolution of Service and/or Bill Disputes (Cont'd)

- (D) The Commission's representative will render a written decision to all parties within five (5) working days after the date of the informal hearing. Such written decision of the arbitrator is not binding on any of the parties and the parties will still have the right to make a formal complaint to the Commission.

The Company may implement normal termination procedures if the customer fails to pay all bills rendered during the resolution of the dispute by the Commission.

2.9 Notice by The Company of Responsible Officer or Agent

The Company shall maintain on file with the Commission a written statement containing the name, address (business and residence) of at least one officer, agent or employee responsible for the general management of its operations as a Telephone Company in Arizona. The Company shall give notice, by filing a written statement with the Commission, of any change in the information required herein within five (5) days from the date of any such change.

2.10 Filing of Tariffs; Revisions to Tariffs

The Company shall file with the Commission tariffs which are in compliance with the rules and regulations promulgated by the Commission within one hundred twenty (120) days of the adoption of such rules by the Commission. Any proposed changes to the tariffs on file with the Commission will be accompanied by a statement of justification supporting the proposed change in tariff. Revised tariff sheets filed with the Commission shall become effective in accordance with A.R.S. § 40-250.

2. GENERAL REGULATIONS (Cont'd)2.11 Accounts and Records; Annual Reports; Confidentiality

The Company shall keep general and subsidiary accounting books and records reflecting the costs of its intrastate properties, assets and liabilities, operating income and expenses, and all other accounting and statistical data which reflect complete, authentic, and accurate information regarding its properties and operations. These accounting records shall be organized and maintained in such a way as to provide an audit trail through all segments of the Company's accounting system. The Company shall maintain its books and records in accordance with Generally Accepted Accounting Principles as promulgated by the Financial Accounting Standards Board and its successors, as amended by any subsequent modification or official pronouncement thereto, which directly relates to regulated industries. Alternatively, and at its option, the Company may elect to maintain its books and records in conformity with the Uniform Systems of Accounts for Class A, B, C, or D telephone utilities as adopted and amended by the Federal Communications Commission or, for telephone companies, as promulgated by the Rural Utilities Service, if applicable. The Company will produce or deliver any or all of its formal accounting records and related documents lawfully requested by the Commission. The Company may, at its option, provide verified copies of original records and documents. The Company shall submit an annual report to the Commission on a form prescribed by it. The annual report shall be filed on or before the 15th day of April for the preceding calendar year. No information furnished to the Commission by the Company, except matters specifically required to be open to public inspection, shall be open to public inspection or made public except on order of the Commission entered after notice to the Company, or by the Commission or a commissioner in the course of a hearing or proceeding.

2.12 Definitions

Certain terms used herein are defined as follows:

Access Line

The Company-provided and maintained facility which provides access to and/or from the public switched network.

Access Service Order or End User Service Order Charge

A charge for preparing the order to connect, install, rearrange, move or repair the Company's facilities for the end user.

2. GENERAL REGULATIONS (Cont'd)

2.12 Definitions (Cont'd)

Additional Listing

Any listing of a name or other authorized information in connection with an end user's telephone number in addition to the end user's entitled directory listing for Competitive Exchange Switching Service.

Advance in Aid to Construction

Funds provided to the Company by the applicant under the terms of a construction agreement, which may be refundable.

Airline Mileage

The shortest distance between two locations. Airline mileage is calculated using the V and H coordinates method.

Applicant

Any person, partnership, cooperative corporation, corporation, or lawful entity requesting service from the Company.

Arizona Corporation Commission or Commission

The regulatory authority of the state of Arizona having jurisdiction over public service corporations operating in Arizona.

Authorized User

An end user and a person, firm or corporation (other than the end user) on whose premises a Competitive Exchange and/or Network Service is located and who may communicate over such service in accordance with the terms of this Tariff.

Business Day

The term "Business Day" denotes the times of day that the Company is open for business. Generally, these are 8:00 A.M. to 5:00 P.M. Mountain Standard Time, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour work week.

2. GENERAL REGULATIONS (Cont'd)2.12 Definitions (Cont'd)Business End User

An end user being provided Competitive Exchange and/or Network Service, where the actual or obvious use of the service either by him/herself, members of his/her household, guests or parties calling can be considered as more of a business than of a residence nature; which fact might be indicated by advertising, either by business cards, newspapers, handbills, billboards, circulars, motion picture screens, or advertising matter such as on vehicles, etc.

Call

The term "Call" denotes an end user completed message for which the complete address code (e.g., 0-, 0+, 1, 911, 7 digits, or 10 digits) is provided to the serving dial tone office. The following are types of calls:

Cancellation Charge

A charge determined at the time of cancellation to recover the cost of Telephone Company expenses and unrecoverable materials (either used or depreciated) or a minimum of one month's charge for the service ordered.

Central Office

An operating unit of a Telephone Company by means of which connections are established between customers' lines and between customers' lines and trunk or toll lines.

Channel(s)

One communication path between two (2) or more points suitable for transmitting information.

Circuit

A channel used for the transmission of electrical energy in the furnishing of telephone and other communications services.

Class of Service

A description of Competitive Exchange and/or Network Service furnished an end user in terms of grade of service, type of rate, location and use.

2. GENERAL REGULATIONS (Cont'd)2.12 Definitions (Cont'd)Commission

The term "Commission" denotes the Arizona State Corporation Commission.

Common Line

The term "Common Line" denotes an access line (business, residence, or pay telephone line or other facility) terminated on a central office switch.

Company

The term "Company" or "Telephone Company" denotes Triplet Mountain Communications, Inc.

Combination Service

The term "combination service" means a service where a Residential End-User may qualify for discounts on the first and additional lines if the Residential End-User subscribes to either internet access or cable/satellite service from the Company. The discount will continue as long as the Residential End-User subscribes to either internet access or cable/satellite service.

Construction Charge

A special separate non-recurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in the Tariff.

Continuous Property

The plot of ground, together with any buildings thereon, occupied by the end user, which is not divided by public highways, separated by property occupied by others or separated by pasture, farm or otherwise unoccupied property.

Contract

The agreement between an end user and the Company under which service and facilities are furnished in accordance with the applicable provisions of this Tariff.

Contribution in Aid of Construction

Funds provided to the Company by the applicant under the terms of a construction agreement or construction tariff which are not refundable.

2. GENERAL REGULATIONS (Cont'd)2.12 Definitions (Cont'd)Cost

The cost of labor, materials, and engineering which includes, but is not limited to, appropriate amounts to cover the Company's general operating and administrative expenses.

Customer

The term "Customer(s)" denotes any individual, firm, partnership, associated, joint-stock company, trust, corporation, governmental entity or other lawful entity provided with competitive services by the Company.

Customer Trouble Report

Any oral or written report given to the Company's repair Service by a customer or user of telephone service relating to a physical defect or difficulty or dissatisfaction with the provision of the Company competitive services. Each trouble report shall count as a separate report regardless of whether subsequent reports relate to the same physical defect, difficulty, or dissatisfaction with the provision of the Company competitive services.

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to an end user are due on a bill prepared by the Company.

Directory Assistance (Intrastate)

The term "Directory Assistance" denotes the provision of telephone numbers by a Telephone Company operator when the operator location is accessed by an end user by dialing NPA + 555-1212 or 555-1212, or 1-411.

Directory Listing

A publication in the Company's alphabetical directory of information relative to an end user's name or other identification and telephone number.

Drop Wire

That portion of a circuit between the pole line or cable distributing point and the building in which the station is located.

2. GENERAL REGULATIONS (Cont'd)2.12 Definitions (Cont'd)Emergency

A situation which exists when serious sickness or public safety is involved.

End Office Switch

The term "End Office Switch" denotes a competitive Telephone Company switching system where Competitive Exchange and Network Service end user loops are terminated for purposes of interconnection to trunks and other end user loops.

End User

The term "End User" means any subscriber of a Competitive Exchange or Network Service that does not make such service available to others, directly or indirectly for the purpose of providing gratuitous service on a continuing basis or reselling interstate, intrastate, or local competitive exchange services.

Entrance Facilities

Facilities extending from the point of entrance on private property to the premises on which service is furnished.

Exchange

A geographic area established by a Telephone Company and approved by the Commission for the administration of competitive exchange and network services in a specified area which usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.

Exchange Area

The territory served by an Exchange.

Extension Premise

A circuit connecting a primary access line which ends at one protector to an extension access line which ends at an extension protector, both serving the same end user and utilizing the same telephone number.

2. GENERAL REGULATIONS (Cont'd)2.12 Definitions (Cont'd)Facilities

All the plant and equipment of a Telephone Company including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the competitive or regulated business of any Telephone Company.

First-Come First-Served

First-come first-served shall be based upon the received time and date stamped by the Company on complete and accurate end user orders which allow the Company to initiate its ordering process. Inaccurate or incomplete end user orders shall not be deemed to have been received until such time as the end user corrects such inaccuracies and/or omissions. The end user shall not be penalized for any delay in the Company review process beyond 24 hours of receipt. Once having been advised of the errors and/or omissions, any delay in correction on the part of the end user shall be added to the received time and date. As facilities and/or equipment become available, end users will be provided service in the order of the earliest received time and date.

Foreign Exchange Directory Listing

An alphabetical directory listing in the local exchange directory for an end user obtaining competitive exchange access service from another company/exchange and access from the Company's interstate or intrastate access tariffs, if applicable.

ILEC

ILEC means an incumbent local exchange carrier.

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U. S. Federal Reserve bank wire transfers, U. S. Federal Reserve notes (paper cash), U.S. coins, U. S. and Postal money orders.

Individual Case Basis (ICB)

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

2. GENERAL REGULATIONS (Cont'd)2.12 Definitions (Cont'd)Installation Charge

The term "Installation Charge" denotes a non-recurring charge, either an Access Order Charge or Line Connection Charge, made either prior to or at the time of the installation of competitive exchange or network service in addition to the other applicable charges for use of telephone company facilities.

Interexchange Carrier(IC/IXC) or Interexchange Common Carrier

The terms "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate or interstate and international communications by wire or radio, between two or more exchanges.

Interstate Communications

The term "Interstate Communications" denotes both interstate and international communications.

Interstate or International Toll Call

A call made on a usage sensitive basis between two or more end users in different states or countries utilizing the facilities of a common carrier.

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by laws of the state involved.

Intrastate Toll Call

A call made on a usage sensitive basis between two or more end users within the State, utilizing the facilities of a common carrier.

IXC

IXC means an interexchange carrier

Jurisdictional Services

The term "Jurisdictional Service" means any telecommunications service subject to the authority of this Commission under the statutes of the State of Arizona.

2. GENERAL REGULATIONS (Cont'd)2.12 Definitions (Cont'd)Line Extension

The lines and equipment necessary to provide service to additional customers.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications services. It encompasses one or more designated exchanges, which are grouped to serve common social, economic, and other purposes.

Local Call

A call made on a flat rate basis between two or more end users within an exchange calling area.

Local Competitive Exchange Access Service

Communications service within a local calling area provided by the Company in accordance with the provisions of the Company's Local Competitive Exchange Access Service Tariff.

Message

The term "Message" denotes a "call" as defined preceding.

Mobile Home Park

A tract of land designed for the parking of at least five (5) mobile homes.

Non-Continuous Property

The plot of ground, together with any buildings thereon, occupied by the end user, which is divided by public highways, separated by property occupied by others, or separated by pasture, farm, or otherwise unoccupied property.

Non-Recurring Charge

A one-time charge associated with installations, rearrangements, connections, certain repairs, and changes that are in addition to recurring monthly service charges.

Off-hook

The term "Off-hook" denotes the active condition of Switched Access or a Competitive Local Exchange Common Line Service.

2. GENERAL REGULATIONS (Cont'd)2.12 Definitions (Cont'd)On-hook

The term "on-hook" denotes the idle condition of Switched Access or a Competitive Local Exchange Common Line Service.

Point of Termination

The term "Point of Termination" denotes the point of demarcation (protector) within an end user-designated premises at which the Company's responsibility for the provision of Competitive Local Exchange or Network Access Service ends.

Premises

The buildings, portion or portions of a building on continuous property used and/or occupied at by the end user in the conduct of his business or as a residence. Where floor space in adjoining building is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the end user who uses and occupies such continuous floor space is concerned. The two buildings otherwise are considered as separate buildings.

Recurring Charge

The normal monthly charges for the Competitive Local Exchange or Network Access Services offered under this Tariff.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Residential End User

An end user being provided Competitive Local Exchange or Network Access Service, where the actual or obvious use of the service either by him/herself, members of his/her household, guests or parties calling can be considered as more of a residential (social or domestic) than a business nature.

Repair Charge

A charge to repair Telephone Company facilities on the end user premises that was damaged either accidentally or intentionally.

2. GENERAL REGULATIONS (Cont'd)2.12 Definitions (Cont'd)Service Access Point

A demarcation point where facilities owned, leased, or under license by a customer connect to the Company provided access line.

Shortage of Facilities or Equipment

The term "Shortage of Facilities or Equipment" denotes a condition which occurs when the Company does not have appropriate cable, switching capacity, bridging or multiplexing equipment, etc., necessary to provide the Competitive Local Exchange Access Service requested by the end user.

Subject to Availability of Equipment

The term "Subject to availability of equipment" means whether the equipment in question is installed, in operating condition, and has the required capacity available in the end office of the Company.

Tariff

Tariff refers to this Competitive Exchange and Network Services Tariff.

Telephone Company or Company

The term "Telephone Company" or "Company" denotes Triplet Mountain Communications, Inc.

Temporary Service

Competitive Local Exchange Access Service definitely known to be required for a short period of time, such as service provided for contractors for use during construction of a building, sales campaign, athletic contests, conventions, fairs, circuses, etc.

Underground Service Connection

An end user's drop wire which is run underground from a pole line or an underground distributing cable.

V and H Coordinates Method

The term "V and H Coordinates Method" denotes a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

2. GENERAL REGULATIONS (Cont'd)

2.12 Definitions (Cont'd)

Vacation Service

Service furnished to the end user at a reduced rate, which is granted for an indefinite period of time, as long as the end user's payment record is current. Vacation Service also enables the end user to retain the same telephone number.

3. ACCESS ORDERING, SERVICE CONNECTION, MOVE AND CHANGE SERVICE3.1 General Description

This section sets forth the regulations and order related charges for the ordering and installation of Competitive Exchange and Network Service from this Tariff. These charges are in addition to other applicable recurring charges as set forth in other sections of this Tariff.

A Competitive Exchange or Network Access Order is an order to provide an end user with Competitive Exchange or Network Service or changes to existing Competitive Exchange or Network Service.

3.2 Definitions

- (A) Custom Service Connect Charge - Applicable to work done to execute a customer's request for additions or changes in Custom Calling services.
- (B) Service Order - Applicable to work done in receiving, recording, and processing information necessary to execute a customer's request for the establishment, addition, move, change, or rearrangement of service.
- (C) Line Connection - Applicable for work done in the central office or work involving central office equipment necessary to provide a network access line or make changes to an existing network access line. If Service requires work in more than one central office area, this charge applies for each office.
- (D) Premise Visit - Applicable if, at the end user's request, a Company employee must visit the end user's premises to move, change, or install a service drop or standard network interface at the customer's request or to answer a trouble call when the trouble is not caused by telephone facilities or equipment. Not applicable when a Company employee is on the end user's premises for non-jurisdictional services or other purposes.
- (E) 900 Block - Applicable to work done to restrict the customer's telephone service from being able to originate 900 calls.

3. ACCESS ORDERING, SERVICE CONNECTION, MOVE AND CHANGE SERVICE (Cont'd)3.3 Ordering Conditions

- (A) These charges are intended to cover the expense incurred by the Company in conjunction with the following:
- (1) Establishment or change in Service;
 - (2) Change in location of a Service to another premises;
 - (3) Transfer of service from one customer to another;
 - (4) Change of telephone number at the customer's request;
 - (5) Installation of auxiliary equipment; and
 - (6) Addition of 900 Block.
- (B) Charges shown are in addition to installation charges shown under other Tariff sections.
- (C) Charges shown in this schedule are based on work being performed during regularly scheduled working hours of the Company's employees. Work performed with overtime labor costs will be performed at direct cost to the customer.
- (D) No charges will apply to Service to which no monthly rates apply.

3.4 Rate Regulations

- (A) The Custom Service Connect Charge is as set forth in Section 20.3(A)(1) following.
- (B) The Service Order Charge is as set forth in Section 20.3(A)(2) following.
- (C) The Line Connection Charge is as set forth in Section 20.3(A)(3) following.
- (D) The Premise Visit Charge is as set forth in Section 20.3(A)(4) following.
- (E) The 900 Block Charge is as set forth in Section 20.3(A)(5) following.

4. SPECIAL SERVICE ARRANGEMENTS4.1 General Description

If the requirements of customers cannot be met with the regulatory offered service arrangements, special service arrangements will be furnished where practical in the sole discretion of the Company. Special service arrangements will be furnished when practical, by the Company, at charges equivalent to the estimated cost of furnishing such equipment and arrangements if in connection with and not detrimental to any of the services furnished under the Company's Tariffs.

4.2 Rates and Charges4.2.1 Computation

- (A) Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangement.
- (B) Estimated cost consists of an estimate of the total cost to the Company in providing the special service arrangement, including:
 - (1) Cost of maintenance;
 - (2) Cost of operation;
 - (3) Depreciation on the estimated installed cost of any facilities used to provide the special service arrangement based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
 - (4) General Administrative expenses, including taxes on the basis of average charges for these items;
 - (5) Any other item of expenses associated with the particular special service arrangement; and
 - (6) An amount, computed on the estimated average net installed cost of the facilities used to provide the special service arrangement, for return on investment.
- (C) Estimated installed cost includes cost of equipment and materials provided or used plus the estimated cost of installation, including engineering, labor, supervision, transportation, rights-of-way, and other items which are chargeable to the capital accounts.

4. SPECIAL SERVICE ARRANGEMENTS (Cont'd)

4.2 Rates and Charges (Cont'd)

4.2.1 Computation (Cont'd)

- (D) Special service arrangement rates are subject to review and revision conditioned upon changing costs.
- (E) At such time as a special service arrangement becomes a tariff offering, the Tariff rates shall apply.
- (F) The following rate treatments may be used in connection with charges for special service arrangements:
 - (1) Monthly rental and termination agreement with or without an installation charge;
 - (2) Monthly rental with or without an installation charge; or
 - (3) Installation charges only.

5. COMPETITIVE EXCHANGE ACCESS SERVICE5.1 General Description

Competitive Exchange Access Service (Switching and Access Line) provides for an access line and the ability to switch or complete a call made by one end user within the Company Exchange to another end user within the Company Exchange. Competitive Exchange Access Service also provides for the listing of the end user's telephone number in the local telephone directory. Service may be temporarily suspended at the customer's request under a reduced Vacation Rate.

5.2 Undertaking of the Company

- (A) The Telephone Company will provide Competitive Exchange Access Service to end users residing within any exchange boundaries of the counties the Company is approved to serve.
- (B) Use of Competitive Exchange Access Service will be provided to residential and business end users only.
- (C) An end user that is provided with Competitive Exchange Access Service will be provided with a telephone number whose numerical values are of the Company's choosing.
- (D) An end user that is provided with a telephone number will also be provided with a one line entry in the annual telephone directory listing the end user's name and telephone number. The end user's street address may be published at the option of the Company. Unpublished numbers or any variation of the Company's directory listing may be made in accordance with the rates, rules, and regulations set forth in Section 8, Supplemental Directory Listings.
- (E) An end user that is provided Competitive Exchange Access Service may be provided a Premise Extension in accordance with the provisions set forth in Section 10, Premise Extension Service.
- (F) Vacation Rate Service is applicable to service during the temporary absence of the principal members of the end user's household or business. Vacation rate service may begin on any day of the month. Complete service will be restored without notice from the subscriber on the last day of the designated vacation service rate period, unless the subscriber requests the Company to restore service sooner or to extend the vacation rate service period. See Section 5.6(C) following for Rate Regulations.

5. COMPETITIVE EXCHANGE ACCESS SERVICE (Cont'd)5.2 Undertaking of the Company (Cont'd)

- (G) Intercept arrangements as necessary will be provided with Competitive Exchange Access Service with each relocation or discontinuation of service. Such intercept arrangements will be the sole responsibility of the Company.
- (H) The Telephone Company will administer its network to insure the provision of acceptable service levels to all end users of the Company's service. Generally, service levels are considered acceptable only when end users are able to establish connections with little or no delay encountered within the Company network. The Telephone Company maintains the right to apply protective controls which selectively cancels the completion of traffic carried over its network, including that associated with the end user's Competitive Exchange Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Telephone Company facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in the complete loss of service by the end user, the end user will be granted a Credit Allowance for Service Interruption as set forth in Section 2.5.4(B)(1) preceding.
- (I) An end user that orders Competitive Exchange Access Service and; orders service where the construction cost is greater than seven times the annualized Competitive Exchange Access Service Rate (as defined by the RUS for the class of service being requested) per extension from existing telephone utility subscriber plant; and the ordered service location is not covered by a major service installation or facilities upgrade may obtain service in accordance with Section 14, Construction Charges.
- (J) An application for service becomes a contract for the establishment of service. The Telephone Company may obtain the following minimum information from each new applicant for service:
- (1) Name or names of applicant(s);
 - (2) Service address or location and telephone numbers;
 - (3) Billing address, if different than service address;

5. COMPETITIVE EXCHANGE ACCESS SERVICE (Cont'd)5.2 Undertaking of the Company (Cont'd)

- (4) Address and telephone number where Service was provided previously;
 - (5) Date applicant will be ready for Service; and
 - (6) Indication of whether applicant is owner or tenant of or agent of the premises.
- (K) The Telephone Company may require a new applicant for service to appear at the Company's place of business to produce proof of identity and sign the Company's application form.
- (L) Where service is requested by two or more individuals, the Company will have the right to collect the full amount owed to the Company from any one of the applicants.
- (M) After the applicant has complied with the Company's application, construction agreement, or Tariff, deposit requirements, and has been accepted for service by the Company, the Company will schedule that customer for service connection and/or establishment.
- (N) Service establishments shall be scheduled for completion within ten (10) working days of the date the customer has been accepted for service, except in those instances when the customer requests service establishment beyond the ten (10) working day limitation.
- (O) The maximum interval of ten (10) working days applies to single line residence and business installations only. Multi-line services and any special equipment configurations shall be installed within a reasonable time frame based on availability of necessary equipment.

5. COMPETITIVE EXCHANGE ACCESS SERVICE (Cont'd)5.2 Undertaking of the Company (Cont'd)

- (P) When the Company has made arrangements to meet with a customer for service establishment purposes and the Company or the customer cannot make the appointment during the prearranged time, the Company will reschedule the establishment to the satisfaction of both parties. Unless another time frame is mutually acceptable to the Company and the customer, the Company will schedule the service establishment appointment within a maximum range of four hours during normal working hours. Service establishment only applies where the Company and the customer's facilities are available and the Company only needs to connect service.
- (Q) The Telephone Company has the right and may require from a new applicant an advance payment equal to two month's charge for Service provided. The amount of the advance payment is credited to the end user's account on the first bill rendered by the Company. The end user shall forfeit the balance of the advance payment in the event that the end user terminates Service within the first two months of service.

5.3 Limitations

- (A) The determination of the numerical value of the telephone number provided to the end user is the sole responsibility of the Company.
- (B) The design of the local telephone directory and the individual listing of each end user is the sole responsibility of the Company.
- (C) The design of the intercept message, its length if over twenty-five (25) words and its duration if over sixty (60) days is the sole responsibility of the Company.
- (D) Competitive Exchange Access Service will not be provided to end users residing outside of the Company's Competitive Exchange Area (i.e. Foreign Exchange Service) except as authorized by the Commission.
- (E) Competitive Exchange Access Service will not be provided for use as dedicated facilities.
- (F) Competitive Exchange Access Service will not be provided in subdivisions and mobile home parks except as provided in Section 14, Construction Charges, following.

5. COMPETITIVE EXCHANGE ACCESS SERVICE (Cont'd)5.3 Limitations (Cont'd)

- (G) Vacation Rate Service is granted for an indefinite period of time, as long as the end user's payment record is current.
- (H) No outward or inward service is provided during the period of Vacation Rate Service.

5.4 Obligations of the End-User

The obligations of the end user are as set forth in Section 2.3 preceding. In addition the following obligations apply:

- (A) The end user shall, upon application for Competitive Exchange Access Service, provide the desired name for the directory listing and street address (optional) if different than that on the service order application.
- (B) An end user discontinuing or relocating Competitive Exchange Access Service and requesting an intercept message for the discontinued telephone number, shall notify the Company of such request.
- (C) An end user ordering an unpublished directory listing shall notify the Company of such order at the time of application for Competitive Exchange Access Service and order such service from Section 8, Supplemental Directory Listings.
- (D) An end user ordering Vacation rate service, extension of service, or requesting early restoration of complete service must give sufficient advance notice to permit the Company to make the arrangements.
- (E) An end user requesting to change occupancy, account responsibility, or discontinue service must give the Company not less than three working days advance notice in person, writing, or by telephone at the Company's office. The end user whose name service is being rendered shall be responsible for all Telephone Company Services provided and/or consumed up to the scheduled date of service discontinuation. Existing business Service may be continued for a new subscriber only if the former subscriber consents and an agreement acceptable to the Company is made to pay all outstanding charges against the Service. Change of responsibility on a residence account shall occur only in those cases where both parties previously shared telephone Service.

5. COMPETITIVE EXCHANGE ACCESS SERVICE (Cont'd)

5.5 Payment Arrangements and Credit Allowances

The payment arrangements and credit allowances as set forth in Section 2.5 preceding apply.

5.6 Rate Regulations

- (A) The charges for Residential Competitive Exchange Access Service are as set forth in Section 20.5(A)(1) following.
- (B) The charges for Business Competitive Exchange Access Service are as set forth in Section 20.5(A)(2) following.
- (C) The charge for Vacation Rate Service is set forth in Section 20.5(B) following. All applicable non-recurring charges will apply to the restoration of Service. Any charges made for directory listings will continue at the full rate during the vacation period.

5.7 The charge for Combination Service are as set forth in Section 20.5(A)(3) following.

5.8 Low-Income Assistance Programs

(A) Low-Income Assistance Programs consist of federal and state assistance. The Arizona Low-Income Telephone Assistance Program (ALITAP) is assistance offered by the state of Arizona. Lifeline Assistance and Lifeline Connection Assistance (Link-Up) are the two programs which offer federal assistance. These programs were developed to reduce rates for low income customers. The Company participates in all of these assistance programs to increase the availability of telecommunications Services to all consumers in its serving areas. The structure of each program is outlined in the following paragraphs.

(B) Arizona Low-Income Telephone Assistance Program (ALITAP)

(1) Definition

The Arizona Low-Income Telephone Assistance Program provides for a credit against the recurring monthly rate for the provision of competitive residential service for certain low-income customers.

5. COMPETITIVE EXCHANGE ACCESS SERVICE (Cont'd)5.7 Low-Income Assistance Programs (Cont'd)

(2) Application

- (a) The Arizona Low-Income Telephone Assistance Program credit is only available to low-income customers who meet eligibility requirements established by A.R.S. §§ 42-1322.02, 46-701, 46-702, 46-703, and 46-704. Applicants must be a head of household, be sixty-five (65) years of age or older, and have a household income at or below poverty level.
- (b) The monthly credit will be based on the sum of a 17% discount on the following competitive exchange service offerings where applicable:
- Flat rate individual service
 - Flat rate multiparty service
 - Low Use Option Service
 - Monthly increments
 - Local area calling usage¹
 - Maintenance of inside wiring
 - Service station service

(3) Regulations

- (a) The Arizona Low-Income Telephone Assistance Program credit will begin with the date the Company receives a valid application from the customer or when new service is established for a qualifying customer. The credit will be prorated on the basis of a 30-day month from the effective date of the customer's application.

¹ Competitive area calling usage receives a discount limited to an amount that in addition to the exchange access service does not exceed the comparable flat rate total.

5. COMPETITIVE EXCHANGE ACCESS SERVICE (Cont'd)5.7 Low-Income Assistance Programs (Cont'd)

(3) Regulations (Cont'd)

(b) The regular service and equipment charges and regulations applicable to these service offerings specified in this Tariff will apply. The service and equipment charges to change to or from this program due to eligibility status will be waived.

(c) Customers of this service will receive a seventeen (17) percent reduction on the service and equipment charge once during the calendar year. The credit is applicable only to the customer's principle residence line.

(C) Lifeline Assistance - General

Lifeline Assistance reduces an eligible customer's monthly rates for competitive local exchange service. An eligible customer receives credit for the Federal Subscriber Line Charge as well as credit towards the residential access line rate.

(D) Lifeline Assistance - Regulations

(1) Lifeline Assistance is available to all residential customers who meet the following eligibility requirements:

(a) Customers must participate in one of the following programs:

Medicaid, food stamps, Supplemental Security Income (SSI), federal public housing assistance or Section 8 (a Federal Housing Assistance Program administered by the Dept of Urban Development), or Low Income Home Energy Assistance Program (LIHEAP).

5. COMPETITIVE EXCHANGE ACCESS SERVICE (Cont'd)5.7 Low-Income Assistance Programs (Cont'd)

(D) Lifeline Assistance - Regulations (Cont'd)

- (b) To receive benefits, customers must sign a document certifying under penalty of perjury that they are receiving benefits from one of the programs listed in Paragraph (1) (a) above. The document will identify the program or programs from which the customer receives benefits and specify that the customer will notify the Company if he/she ceases to participate in such program or programs.
- (2) As a participant in Lifeline Assistance, customers are eligible to receive Toll Restriction Service at no charge. This service will only be provided at the customer's request.
- (3) Competitive exchange service deposit requirements will be waived for customers who voluntarily receive Toll Restriction Service.
- (4) Participants in Lifeline Assistance shall not be disconnected from competitive exchange local service for non-payment of toll charges. In addition, the Company will not deny re-establishment of competitive exchange local service to customers who are eligible for Lifeline Assistance and have previously been disconnected for non-payment of toll charges. Lifeline Assistance will not be connected if an outstanding balance is owed by the customer for competitive exchange local service.
- (5) Partial payments that are received from Lifeline customers will first be applied to competitive exchange local service charges and then to any outstanding toll charges.

(E) Lifeline Assistance - Credits

The credits for Low-Income Assistance Programs are as set forth in Section 20.5 (c) (1), (2).

(F) Lifeline Connection Assistance (Link-Up) - General

Link-Up reduces an eligible customer's service connection charges. All eligible customers receive a credit for half of the service connection charges up to \$30.00.

5. COMPETITIVE EXCHANGE ACCESS SERVICE (Cont'd)

5.7 Low-Income Assistance Programs (Cont'd)

(G) Lifeline Connections Assistance - Regulations

- (1) The same eligibility requirements as outlined in Paragraph (C) (1) (a) above will apply for Link-Up.
- (2) This credit is only available on the installation of a single residential access line to the principal residence of the eligible customer.
- (3) This credit will only apply a second or subsequent time for a principal place of residence with a different address from the previous address at which Link-Up was provided.
- (4) A deferred Schedule for payment of the remaining service connection charges will be offered to Link-Up customers. The customer is not required to pay interest on the first \$200 of service connection charges that are deferred up to a year.

(H) Lifeline Connection Assistance - Credit

The credits for Low-Income Assistance Programs are as set forth in Section 20.5 (c) (3).

6. RESERVED FOR FUTURE USE

7. COMPETITIVE EXCHANGE SPECIAL ACCESS SERVICE

7.1 General Description

Competitive Exchange Special Access Service provides the necessary elements to provide a dedicated transmission path between two or more end users within a single ILEC local exchange area boundary. Competitive Exchange Special Access Service does not provide for the use of the Company end office switches.

7.2 Undertaking of the Company

(A) The Telephone Company will provide Competitive Exchange Special Access Service subject to availability of facilities at voice grade access to all end users residing within the same ILEC local exchange area boundary at rates to be determined on an individual case basis not to exceed those set forth in Section 20.7 following.

(B) The Telephone Company will provide optional features and functions as requested by the end user subject to the availability of equipment at rates to be determined on an individual case basis not to exceed those set forth in Section 20.7 following.

7.3 Limitations

(A) Competitive Exchange Switched Access Service is not provided with Competitive Exchange Special Access Service.

(B) Competitive Exchange Special Access Service is not provided between end users or customers residing in different ILEC local exchange area boundaries.

7.4 Obligations of the End User

The obligations of the end user are as set forth in Section 2.3 preceding.

7.5 Payment Arrangements and Credit Allowances

The payment arrangements and credit allowances as set forth in Section 2.5 preceding apply.

7.6 Rate Regulations

(A) Competitive Exchange Special Access Service is provided on a per month flat rate basis at the rates set forth in Section 20.7 following.

(B) When Competitive Exchange Special Access Service is ordered the appropriate Access Order Charges will apply.

7A. PRIVATE LINE AND SPECIAL ACCESS SERVICE

- 7A.1 The Telephone Company may provide intrastate interexchange transmission services on a wholesale basis or to retail business customers between or among points specified by the customer. Services may be point-to-point, point-to-multipoint, or multipoint-to-multi-point dedicated connections between one or more customer-defined locations and/or the Telephone Company. The service may utilize Ethernet interfaces, optical fiber and/or coaxial cable facilities, where available.
- 7A.2 Services will be designed and provisioned on an Individual Case Basis (ICB), pursuant to contracts with customers. All requesting customers will have non-discriminatory access to ICB services and facilities at non-discriminatory rates, terms, and conditions.

8. SUPPLEMENTARY DIRECTORY LISTING SERVICES

This section sets forth the rates and regulations for any changes in the local directory listing from that provided by the Company.

8.1 General Description

The alphabetical section of the telephone directory consists of a list of names of end users in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of end users and those entitled to use the end user's service as an aid to the use of the telephone service, and any special position or arrangement of names is not contemplated. Any restrictions, changes or additions are provided for in this section. Such restrictions, changes, or additions include:

Additional or Changed Listings

- Additional Listings
- Foreign Listings
- Reference Listings

Restricted Listings

- Non-listed service
- Non-published service

8.2 Definitions

Additional Listing

Any listing of a name or other authorized information in connection with an end user's telephone number in addition to that to which the customer is entitled in connection with regular service.

Foreign Listings

An alphabetical directory listing in the Company's exchange directory for an end user who is furnished Competitive Local Exchange Access Service from another local exchange serving area.

Reference Listings

An additional listing in another portion of the Company's exchange directory to reference the original directory listing provided by the Company when Competitive Exchange Access Service is provided.

Restricted Listings - Non-Listed

A listing that is not published in the Company's exchange directory. The listing is included in the Company's directory assistance records and will be provided to any calling party.

Restricted Listings - Non-Published

A listing that is neither published in the Company's exchange directory or directory assistance records, and to the extent possible will not be released except for emergency purposes.

8. SUPPLEMENTARY DIRECTORY LISTING SERVICES (Cont'd)8.3 Undertaking of the Company

- (A) Annual directories are furnished by the Company to end users as an aid to the use of the telephone service. The Telephone Company may request that such directories be returned to the Company when new directories are issued. The Telephone Company will furnish to its end users, without charge, one directory per access line. The Telephone Company reserves the right to charge end users for additional directories covering their primary directory area and for directories covering other than their primary directory area.
- (B) Additional listings, where the listings appear in the directory, will automatically be included in each directory issue unless notice to the contrary is received from the end user.
- (C) Non-Published telephone service will be furnished, at the end user's request, providing for the omission or deletion of the end user's telephone listing from the telephone directory and, in addition, the end user's telephone listing will be omitted or deleted from the directory assistance records, subject to the limitations set forth in 8.4(E), (F), and (G) following.
- (D) In the event of error in the listed number of any end users, the Company shall intercept all calls to the listed number (if central office equipment permits, and the number is not in service) until the next directory is published. In such case, and in case of an error in or omission of the name listing of an end user, the correct listing and number shall be available through directory assistance.

8. SUPPLEMENTARY DIRECTORY LISTING SERVICES (Cont'd)8.4 Limitations

- (A) All listings must conform to the Company's specification with respect to its directories.
- (B) Additional listings are available only in the names of authorized users of the end user's service.
- (C) Business additional listings are not permitted in connection with residential service.
- (D) The contract period for additional listings, where the listing appears in the directory, is the annual directory period. (See also 8.3 (A) above.)
- (E) The Telephone Company shall not be liable for damage claimed on account of errors in or omissions from its directories; nor for the result of the publications of such errors in the directory; nor will the Company be a party to controversies arising between end users or others as a result of listings published in its directories.
- (F) The Telephone Company assumes no liability for an error or omission in the alphabetical section of the telephone directory.
- (G) In cases of extra listing in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to cancellation of the charges and refunding of any charges to the customer in question.
- (H) The Telephone Company will not be liable for failure or refusal to complete a call to a non-published telephone service, when the call is not placed by number.
- (I) The Telephone Company will try to prevent the disclosure of the number of a non-published telephone service, but will not be liable should such number be divulged inadvertently.
- (J) When an end user with non-published telephone service places a call over a 911 service to a public safety answering point, and the public safety answering point attendant places such call on called party hold, and such call is represented to the Company to be of an emergency nature, the Company will release, upon request by such public safety attendant, the name and address of the calling party.

8. SUPPLEMENTARY DIRECTORY LISTING SERVICES (Cont'd)

8.5 Obligations of the End User

In addition to the obligations set forth in Section 2.3 preceding the end user is responsible to properly notify the Company of his/her desire to cancel supplementary directory listing service.

8.6 Payment Arrangements and Credit Allowances

(A) Minimum Periods

The minimum period for supplemental directory listings is one year (the annual directory year).

(B) Credit Allowances

Credit allowances will be granted for errors or omissions on additional listings up to but not exceeding the amount previously paid by the end user for such additional listing in the annual directory where the error or omission is found.

8.7 Rate Regulations

One flat rate charge for each additional listing will apply at the rates set forth in Section 20.8 following.

9. NUMBER SERVICES9.1 General Description

Custom Number Service is applicable when a customer requests a specific telephone number and that telephone number is provided to the customer.

Same Number Service is applicable when the same customer requests assignment of the same number 90 days to 12 months following termination. Same Number Service and equipment charges will not apply when the customer requests assignment of the same number within 89 days of termination.

9.2 Undertaking of the Company

- (A) The Telephone Company will offer up to 3 numbers for a customer to choose from, at no charge. If the customer requests further, or more specific number choices, there will be a charge based on the customer's needs as specified hereafter.
- (B) The Telephone Company reserves and retains the right:
- (1) To discontinue, change, or reassign telephone numbers in any exchange area whenever it deems it necessary or appropriate in the conduct of its business in accordance with the rules and regulations of the Arizona Corporation Commission. If this should occur within a one year period following assignment, the Customer Number Service charges will be refunded to the customer.
 - (2) To reject any request for customer numbers for any reason, including, but not limited to, numbers that may, in the Company's opinion, be offensive to good taste, limited by central office capacity or by relocation of a central office.
 - (3) Of ownership of all telephone numbers and prohibits the reassignment or resale of a telephone number by any customer.
- (C) The Company will not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, or inadvertent assignment of a requested number to another customer whether prior to or after establishment of service. In no event will the Company be liable to any person, firm or corporation for any amount greater than such person, firm or corporation has actually paid to the Company for the Custom Number Service.

9. NUMBER SERVICES (Cont'd)9.2 Undertaking of the Company (Cont'd)

- (D) Requests for a Custom telephone number will be granted providing the requested telephone number is available, e.g., not assigned to a current customer, ready to be assigned and no equipment limitations exist. Requests for a Custom telephone number will be honored on a first-come, first-served basis.

9.3 Rate Regulations

- (A) Custom Number rates and charges:
- (1) Will apply for each Custom Number requested and provided.
 - (2) Will not apply when a customer requests a Custom Number that is not available.
- (B) Custom Number Service and equipment charges will not apply when a customer requests a Custom Number previously assigned to the customer that has been disconnected for a period not exceeding one (1) year. The Custom Number monthly rate will apply.
- (C) Same Number Service and equipment charges will apply when a customer requests and receives a specific number assigned to them and the number has been disconnected for a period of at least ninety (90) days but less than one (1) year.
- (D) The Number Service Charges are as set forth in Section 20.9 (A) and (B) following.

10. PREMISE EXTENSION SERVICE

The Telephone Company will provide Premise Extension Service (both on and off premise) in conjunction with Competitive Exchange Access Service or Special Access Service to end users residing within the exchange boundaries of counties the Company is approved to serve.

10.1 General Description

Premise Extension Service provides the end user with the ability to have two or more terminations on a single Competitive Exchange Access Service (access line) either on the same premises or on different premises. Premise Extension Service requires the Company to put two or more protectors on a single Competitive Exchange Access Service access line.

10.2 Undertaking of the Company

- (A) The Telephone Company will provide Premise Extension Service both on an end user's premises and to another premises of the same end user provided that both premises are on the same cable route from the central office and that the end user has obtained the proper Right of Way clearances for the installation for the Premise Extension Service.
- (B) The Telephone Company will provide Premise Extension Service from the Company's side of the protector (Telephone Company termination) or from the pedestal serving the protector.
- (C) The Telephone Company will provide Premise Extension Service to two access lines with the same telephone number when the premises are on different cable routes from the central office, provided the end user pays a second Competitive Exchange Access Service rate for the class of service being requested. A Business Line rate for Business Service and a Residential rate for Residential Service may be provided with the same telephone number.

10.3 Limitations

- (A) Premise Extension Service can only be provided in conjunction with Competitive Exchange Local Access Service or Special Access Service.
- (B) Under no circumstances will the company provide Premise Extension Service to combine the services of two or more end users unless each of the end users have and continue to maintain Competitive Exchange Local Access Service (access line).

10. PREMISE EXTENSION SERVICE (Cont'd)

10.3 Limitations (Cont'd)

- (C) Premise Extension Service will only be provided within the Competitive Local Exchange.
- (D) Premise Extension Service will not be provided by the Company from the end user's side of the protector.
- (E) Premise Extension Service may not be provided by the Company unless the end user pays the full construction cost for the installation of the Service.

10.4 Obligations of the End User

- (A) When the end user orders Premise Extension Service, the end user must provide the right of way for the placement of such Service.
- (B) In addition the obligations of the end user set forth in Section 2.3 preceding apply.

10.5 Payment Arrangements and Credit Allowances

The payment arrangements and credit allowances as set forth in Section 2.5 preceding apply.

10.6 Rate Regulations

Rates for Premise Extension Service are set forth in Section 20.10 following.

11. CALL MANAGEMENT SERVICES

Call Management Services are provided by the Company where facilities are available to enhance the utility of Competitive Exchange Access Service to the end user. Some Call Management Services require special facilities and will be offered in central office serving areas only when such facilities are available. Central offices will be equipped for Call Management Services at the discretion of the Company.

11.1 General Description

Call Management Services are provided in conjunction with Competitive Exchange Access Service to residential end users and business end users and include the following:

11.2 Definitions

- (A) Anonymous Call Rejection (ACR) - (Feature Activation Code *77/Deactivation Code *87) Enables a subscriber with or without Calling Number Delivery and/or Calling Name Delivery to reject calls for which the caller has intentionally blocked calling name/number display information. Rejected calls are sent to a recorded announcement that informs the calling party why the call was rejected. Anonymous Call Rejection can be overridden by an operator in case of an emergency.
- (B) Automatic Call Back (ACB) - (Feature Activation Code *66/Deactivation Code *86) This feature allows a subscriber to dial a code that will cause the feature to automatically re-dial the last number the subscriber dialed. This applies regardless of whether the original call was answered, unanswered, or encountered a busy tone. The system monitors the calling and called lines and attempts to connect the call for up to thirty (30) minutes. The activation of this feature can be cancelled by the customer when desired.
- (C) Automatic Call Return (AR) - (Feature Activation Code *69/Deactivation Code *89) This feature allows a subscriber to dial a code that will cause the system to automatically re-dial the number of the last incoming call to that line, whether the call was answered or not. The subscriber does not have to know the number of the calling party. If the calling party's number is blocked, by the calling party, the service will not return the call. If the called number is busy, the system will re-dial the called number and attempt to connect the call for up to thirty (30) minutes.

11. CALL MANAGEMENT SERVICES (Cont'd)11.2 Definitions (Cont'd)

- (D) Billed Number Screening (BNS) - This feature allows a subscriber to block all incoming collect and third party billed calls from being completed to the subscriber's phone number. Some calls, originating from locations that do not have screening capabilities, may not be capable of being intercepted and denied. These calls, calls that do not go through the Billing Validation Authority data base, will be billed to the customer if completed. Billed Number Screening Services will be administered to subscribers at no charge to the subscriber.
- (E) Call Forwarding All Calls (CFAC) - (Feature Activation Code 72#/Deactivation Code 73#) This feature allows a subscriber to have incoming calls automatically forwarded to a predetermined telephone number. The forwarded-to number may be within the same exchange, in another Company exchange, or outside the Company's serving territory. Calls forwarded by this feature are subject to long distance message charges if applicable. Originators of incoming calls are not aware that their calls are being forwarded. The user may cancel this feature by dialing a deactivation code.
- (F) Call Forwarding Busy Line (CFBL) - This feature automatically transfers incoming calls to another predetermined number within the same exchange, in another Company served exchange, or outside the Company's serving territory when the called number is in use (busy). Calls forwarded by this feature are subject to long distance message charges if applicable. This feature cannot be activated and deactivated by a subscriber. The predetermined number can only be changed by issuing a service order.
- (G) Call Forwarding No Answer (CFNA) - This feature allows an incoming call to be transferred automatically to another pre-designated number if the call is not answered within a pre-selected number of ringing cycles. The pre-designated number may be within the same exchange, in another Company served exchange, or outside the Company's serving territory. Calls forwarded by this feature are subject to long distance message charges if applicable. This feature cannot be activated and deactivated by a subscriber. The pre-designated number can only be changed by issuing a service order.

11. CALL MANAGEMENT SERVICES (Cont'd)11.2 Definitions (Cont'd)

- (H) Call Transfer (CT) - (Feature Activation Code #57) This feature allows a subscriber to transfer a call to another directory number and then drop out of the call, leaving the users connected.
- (I) Call Waiting (CW) - When a subscriber is talking on the telephone, a short spurt of tone signals that a call is waiting. The tone is heard only by the Call Waiting customer, while the incoming caller hears a regular ringing signal. Flashing the switch-hook holds the first call while the second is answered. The subscriber can alternate between calls by flashing the switch-hook. A subscriber with Caller Identification features may also receive name and/or number information on a call that is waiting. This enables the subscriber to decide on disposition of the call in progress. The subscriber must have Caller ID display equipment. Cancel Call Waiting will be provided free of charge with this feature.
- (J) Caller ID Blocking -Per Call (CIDS1) - Enables a customer to control the disclosure of his/her name and/or telephone number to a subscriber of Caller Identification (where technically feasible) by temporarily changing the public/private status indicator of the telephone number. A customer must dial *67 (1167 on rotary phones) before each call to change the indicator from public to private. "Public Status" allows delivery of the name and/or telephone number. "Private Status" prevents delivery of the name and/or telephone number. Per Call Blocking is provided at no charge. Additional information concerning Caller ID Blocking is referenced in Section 11.7, Rate Regulations.
- (K) Caller ID Blocking - Per Line (CIDS2) - Provides a permanent private indicator on a customer's line. Once blocking is established on the customer's line, the private status can be deactivated by the customer by dialing *82 (1182 on rotary phones), before each call, to change the indicator from private to public. This one call unblock allows the name and/or number to be sent for that one call only. Additional information concerning Caller ID Blocking is referenced in Section 11.7 Rate Regulations.

11. CALL MANAGEMENT SERVICES (Cont'd)11.2 Definitions (Cont'd)

- (L) Calling Name Delivery (CNND) - This feature allows a subscriber to receive the calling name on incoming calls. The name is delivered to the called party's equipment in the interval between the first and second ring. The calling name remains for the duration of the call and can be viewed from the subscriber's display. Calling party information may indicate that the directory name of the calling party is private or unavailable.
- (M) Calling Name and Number Delivery (CNAD) - This feature displays the name and directory number associated with an incoming call. The name and number are displayed after the first ringing cycle. The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company in its discretion, may abbreviate or limit that name for display purposes. The Company does not guarantee name accuracy. The date and time of an incoming call are also displayed. This feature requires a telephone set or additional equipment (Caller ID Display) which is capable of displaying an alphanumeric set of characters. Calling party information may indicate that the identity of the calling party is private or unavailable.
- (N) Calling Number Delivery (CND) - This feature allows a subscriber to receive the calling number on incoming calls. The number is delivered to the called party's equipment in the interval between the first and second ring. The calling number remains for the duration of the call and can be viewed from the subscriber's display. Calling party information may indicate that the directory number of the calling party is private or unavailable.
- (O) Cancel Call Waiting (CCW) - (Feature Deactivation Code *70) This feature allows subscribers with Call Waiting Service to prevent, on a per-call basis, any incoming calls from Call Waiting on their line. Incoming calls to the number receive a busy signal. Cancel Call Waiting is activated by dialing a feature activation code. The feature can be activated prior to placing a phone call or after a talking connection has been established (for the latter, Three-Way Calling must also be assigned to the line). In either case, a confirmation tone is returned, and Call Waiting is suspended for the duration of the call.

11. CALL MANAGEMENT SERVICES (Cont'd)11.2 Definitions (Cont'd)

- (P) Conference Call (CFO) - Enables a subscriber to transfer an incoming call to a third party or add a third party to an existing call, forming a three party connection, and leave the connection without disconnecting the call.
- (Q) Customer Originated Call Trace (COT) - (Feature Activation Code *57) This feature allows a subscriber to initiate a trace on the last incoming call by dialing an activation code. The call is traced automatically, and the printout of the originating directory number and the time the call was made is forwarded to a predetermined location, not to the subscriber. The subscriber then contacts the law enforcement agency to determine further action.
- (R) Distinctive Ringing/Teen Service (DR) - This feature allows a subscriber to have multiple numbers assigned to a single station line. Each number has a unique ringing pattern which allows the customer to distinguish which number is being called. By subscribing to this feature combined with a Call Waiting feature a subscriber may define a list of calling directory numbers that provide the subscriber with special incoming call treatment. Any incoming calls on the list are indicated by a distinctive ringing pattern or a distinctive Call Waiting tone, if applicable. Incoming calls which are not on the list, or which cannot be identified, are given standard treatment.
- (S) Fixed Destination Call Forwarding (FDCF) - This feature allows all incoming calls to be forwarded to a prearranged phone number that is entered into the system memory which is permanently associated with Call Forwarding from the subscribers number. Thereafter, whenever the subscriber activates Call Forwarding, all calls are automatically forwarded to the prearranged destination. The prearranged destination number can only be changed by issuing a Service order.

11. CALL MANAGEMENT SERVICES (Cont'd)11.2 Definitions (Cont'd)

- (T) Home Intercom (HI) - This feature allows a distinctive ringing pattern to be applied when an incoming call is coming from someone calling from the same telephone number. It allows the subscriber to determine before answering the call whether the call is incoming or is from someone within their home or business, and can be used for extensions located outside the main structure. The subscriber activates this Service by dialing the number of the line they are using and hanging up.
- (U) Hot Line (HL) - This feature allows a subscriber to establish a switched connection to a predetermined number when the subscriber's telephone goes off hook. No dialing is required and the call is processed automatically to the predetermined telephone number.
- (V) Remote Access Call Forwarding (RACF) - This feature allows a subscriber when, at a remote location, to activate and deactivate the Call Forwarding All Calls feature on their home phone number. The subscriber must contact the Company to establish a personal identification code which will allow the subscriber to activate or deactivate this feature at the subscriber's discretion. Additional information is provided under Section 11.7 Rate Regulations.
- (W) Remote Call Forwarding (RCF) - This feature forwards all calls from one number to another number within the same serving office. Forwarding to a different serving office is possible, however, the subscriber must agree to be responsible for any incurred toll charges. This feature cannot be activated and deactivated by a subscriber. The alternate line can only be changed by issuing a Service order.
- (X) Selective Call Acceptance (SCA) - (Feature Activation Code/Deactivation Code *64) This feature allows the subscriber to define a list of up to 12 calling numbers that will be accepted. Any directory number not on that list are routed to announcement and rejected. The calling party not on the acceptance list receives an announcement stating that the call is not presently being accepted by the called party. Subscribers can review and change the list of accepted directory numbers as desired.

11. CALL MANAGEMENT SERVICES (Cont'd)11.2 Definitions (Cont'd)

- (Y) Selective Call Forwarding (SCF) - (Feature Activation Code/Deactivation Code *63) This feature allows a subscriber to assign a maximum of 12 caller's telephone numbers to special list. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a pre-defined telephone number. All other calls will be handled normally.
- (Z) Selective Call Rejection (SCR) - (Feature Activation Code/Deactivation Code *60) This feature allows a subscriber, by using the feature access code, to define a list of up to 12 calling numbers that will be screened. Any calling numbers on this list are routed to announcements and rejected. All other calls are treated normally. The calling party on the rejection list receives an announcement stating the call is not presently being accepted by the called party. A subscriber may also reject future calls from the most recent call received by dialing a code after completing the call.
- (AA) Selective Distinctive Ringing (SDR) - (Feature Activation Code/Deactivation Code *61) This feature allows a subscriber to define a list of up to 12 calling numbers that will be assigned a distinctive ringing pattern or a distinctive Call Waiting tone. To define the list of calling numbers the subscriber must enter the feature access code. A calling number not on the list will be given normal treatment.
- (BB) Selective Line Hunting (SLH) - This feature allows an incoming call to automatically be transferred to the next idle number in the sequence of numbers assigned to the subscriber, when the line number associated with the called number is busy.
- (CC) Speed Calling Individual Long List (SCILL) - This feature allows a subscriber to place calls to a pre-selected group of frequently called numbers by dialing a Speed Calling code instead of a phone number. The Speed Code normally consists of an asterisk (*) plus one or two digits. The Speed Calling numbers are programmed by the subscriber from the individual's telephone. The Long List Speed Calling feature has the capacity for storing up to thirty (30) directory numbers.

11. CALL MANAGEMENT SERVICES (Cont'd)11.2 Definitions (Cont'd)

- (DD) Speed Calling Individual Short List (SCISL) - This feature allows a subscriber to place calls to a pre-selected group of frequently called numbers by dialing a Speed Calling code instead of a phone number. The Speed Code normally consists of an asterisk (*) plus one or two digits. The Speed Calling numbers are programmed by the subscriber from the individual's telephone. The Short List Speed Calling feature has the capacity for storing up to 8 directory numbers.
- (EE) Three Way Calling (TWC) - This feature allows a subscriber to form a three-way conference with two other parties on a local or long distance toll call. The subscriber flashes the hook-switch during a normal talking connection, receives a special dial tone, and dials a third party. The third party can be added to the conversation any time by flashing the hook-switch after third party dialing is complete and audible ringing is heard. The user controls the conference and must remain on line for the duration of the call.
- (FF) Warm Line (WL) - This feature allows a subscriber to establish a switched connection to a predetermined number if the subscriber does not dial a number within a specified length of time after going off-hook. When the subscriber's telephone goes off-hook and dialing begins within a specified time delay period, the call will proceed normally as dialed. If dialing has not started before the end of the pre-defined time delay period, a predetermined stored number is automatically dialed by the central office switching equipment.

11.3 Undertaking of the Company

During promotional periods, the Company may offer to reduce the access order and line connection charges on a non-discriminatory basis, up to the full amount of the charges.

11.4 Regulations

- (A) Call Management Services are available only in those exchanges where the central office equipment is available to provide such Services.
- (B) Call Management Services are only available with the provision of single party service.

11. CALL MANAGEMENT SERVICES (Cont'd)11.4 Regulations (Cont'd)

- (C) Call Management Services are not available with Public or Semi-Public Telephone Service, with the exception of Billed Number Screening.
- (D) Call Management Service rates are in addition to applicable rates for end user service.

11.5 Obligations of the End User

The obligations of the end user are as set forth in Section 2.3 preceding.

11.6 Payment Arrangements and Credit Allowances

The payment arrangements and credit allowances as set forth in Section 2.5 preceding apply.

11.7 Rate Regulations

- (A) In addition to monthly rates, appropriate non-recurring charges will apply for providing Call Management Services to existing residence and business customers. The non-recurring charge will apply for adding, changing, or deleting one or more of the coded directory numbers on any feature list that requires Company personnel to make the additions, deletions, or changes on the subscriber's behalf. Appropriate non-recurring charges will also apply for adding or changing features on existing Call Management Features.
- (B) The rates for each Service and/or selected packages of Services (when applicable) are set forth in Section 20.11 following. Service Order charges may apply as described in Section 3 of this Tariff. Rates for non-recurring charges are set forth in Section 20.1 Paragraph 20.3.

11. CALL MANAGEMENT SERVICES (Cont'd)11.7 Rate Regulations (Cont'd)

- (C) The Telephone Company may from time to time engage in promotions of its Service offerings designed to attract new customers or to increase awareness of particular offerings among existing customers. These promotions will be for a limited time period and will typically involve the waiver or discount of recurring and/or non-recurring charges for Service offerings with elastic product demand. Each promotion will be developed so that the revenue received by the Company will cover the direct marginal costs of the Service that is promoted. The Telephone Company will provide the Commission Staff with thirty (30) days advance notice for any production valued at \$25.00 or more per customer. For other promotions, the Commission Staff will be notified coincident with the start of the promotion.
- (D) The Telephone Company shall not be held liable for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID subscriber of a telephone number or name which the calling party has requested to be omitted from the telephone directory or the disclosing of such telephone number or name to any person.
- (E) The Telephone Company shall not be held liable for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID subscriber of a telephone number or name which the calling party or the Caller ID subscriber finds erroneous, offensive, embarrassing, or misleading for any reason.
- (F) The Telephone Company shall not be held liable for any and all claims for damages caused by another telecommunications utility's failure to transmit the privacy indicator to the called party when such indicator has been passed to the telecommunications utility by the Company.
- (G) An entity may not use Caller ID Services to compile and sell specific local call information without the affirmative consent or approval of the calling party. This restriction does not prevent the Caller ID subscriber from:

11. CALL MANAGEMENT SERVICES (Cont'd)11.7 Rate Regulations (Cont'd)

- (1) verifying network performance or testing the provision of Caller ID Services;
 - (2) compiling, using, and disclosing aggregate Caller ID information; or
 - (3) complying with applicable law or legal process.
- (H) Caller ID will be transmitted for calls made from another central office only if the originating and terminating central offices are linked by appropriate facilities.
- (I) The Telephone Company will comply with all state, local, and federal laws regarding Caller ID Services in relation to Local, State, and Federal Government Undercover Operations.
- (J) If a line is equipped with Per Line Blocking, the name and number of the line will not be delivered to any subscriber of Caller ID. Poison control centers, hospitals, medical centers, and others who might use Caller ID will not be able to identify callers with per line blocking who need assistance. 911 is not affected.
- (K) Customers who choose per line blocking for the first time will not be charged the nonrecurring charge.
- (L) New customers to the Caller ID serving area will be provided the same option as will customers who change their telephone number and/or service address.
- (M) After the first time, customers requesting per line blocking will pay a nonrecurring charge for each line equipped with per line blocking.
- (N) Per Line Blocking will be provided free to law enforcement and domestic violence agencies and individual victims of domestic violence upon request.
- (O) Per Line Blocking will be activated free of charge to all subscribers who have requested non-published numbers in the Company's billing records.

11. CALL MANAGEMENT SERVICES (Cont'd)11.7 Rate Regulations (Cont'd)

- (P) Recognizing the potential for misuse associated with Remote Access Forwarding, the Company will attempt to verify that requests for this Service are being made by the subscriber of record, not unauthorized parties. The subscriber must appear in person with proper identification to establish the personal identification code needed to activate and deactivate the feature.
- (Q) The following are restrictions to forwarding destinations for Remote Access Forwarding:
- (1) No International numbers - only United States NPAs allowed
 - (2) No 700, 800, 900, 950, or 976
 - (3) No N11 or 555-1212
 - (4) No operator assisted calls (0-, 0+, 00-, 00+, 10XXX+0, 10XXX+00, 10XXX+0+, 10XXX+01+)
 - (5) No speed dial codes or customized dialing plans
 - (6) No third-number billed calls
 - (7) A limit of four destinations changes per hour

12. RESERVED FOR FUTURE USE

13. RESERVED FOR FUTURE USE

14. CONSTRUCTION CHARGES

Construction charges for line extensions consist of additions to plant beyond existing subscriber plant, and does not include additions to plant where the construction cost is less than seven times the annualized local Service rate (as defined by the Rural Utilities Service (RUS) for the class of Service being requested) per extension from existing telephone utility subscriber plant or additions which are funded with RUS loan funds specified for line extensions. Construction charges for line extensions are applied to subscriber applicants with abnormally long extension requirements to prevent unreasonable burdening the general body of existing subscribers.

14.1 General Description

- (A) Construction charges for line extensions as set forth in this section apply in connection with all types of Service when established by means of an extension to the Company's plant consisting of buried or overhead construction, including extensions by means of poles if determined feasible by the Company, to be owned by the Company or jointly with others and by means of contacts or contact space on poles of others. The Company shall determine the type of construction to be used.
- (B) The word "cost" when used in this section, means the "installed plant cost" consisting of labor, materials, equipment hire, rental or use of company owned equipment, and/or contract services such as road pushes, road crossings, dry or wet road boring, backhoe use or trenching, engineering, and any other expense associated with the construction. The "cost" will include any fee or charge exacted by any municipality, county, state, or federal government or private party for street crossings, Right of Ways, use of roads, land, or facilities.
- (C) The administration of the Company's construction charge procedures follow the Arizona Corporation Commission Rules and Regulations, R14-2-506 "Construction Agreements".
- (D) The word "applicant" includes, existing customers, and potentially new customers of the Company.

14. CONSTRUCTION CHARGES (Cont'd)14.2 Undertaking of the Company

- (A) The locations for construction of line extensions are determined by the Company and the distances (including drop wire) are measured along the route so selected.
- (B) Construction to serve two or more customers, whether on public right of way or private easements, may be used for serving subscribers in general.
- (C) Each customer will grant adequate easement and Right of Way satisfactory to the Company to ensure of customer's proper Service connection. Failure on the part of the customer to grant adequate easement and Right of Way will be grounds for the Company to refuse service. If the Company is unable to obtain the required Right of Way without cost, the end user or applicant may be required to pay the costs incurred in securing, clearing and retaining such Right of Way. When the Company discovers that a customer or his agent is performing work or has constructed facilities adjacent to or within an easement or Right of Way and such work, construction or facility poses a hazard or is in violation of federal, state, or local laws, ordinances, statutes, rules or regulations, or significantly interferes with the Company's access to equipment, the Company will notify the customer or his agent and will take whatever actions are necessary to eliminate the hazard, obstruction, or violation at the customer's expense.

14. CONSTRUCTION CHARGES (Cont'd)14.2 Undertaking of the Company (Cont'd)

- (D) The Telephone Company will construct or cause to be constructed and will own, operate, and maintain all underground communication feeder, distribution, and service lines along public streets, roads, and highways and on public lands and private property which the Company has the legal right to occupy. Rights of Way and easements suitable to the Company must be furnished by the developer at no cost to the Company and in reasonable time to meet service requirements. No underground communication facilities will be installed by the Company until final grades have been established and furnished to the Company. In addition, the easement strips, alleys, and streets must be graded to within six inches of final grade by the developer before the Company will commence construction. Such clearance and grading must be maintained by the developer during construction by the Company. If, subsequent to construction the clearance or grade is changed in such a way as to require relocation of the underground facilities, the cost of such relocation shall be borne by the developer or subsequent owners.

14. CONSTRUCTION CHARGES (Cont'd)14.2 Undertaking of the Company (Cont'd)

- (E) For installation of underground communication lines within subdivisions and multiple occupancy residential developments the developer will provide the trenching backfill, (including any imported backfill required), compaction, re-paving and any earthwork required to install the underground communication system all in accordance with the reasonable specifications and schedules of other Telephone Company's in the same area when feasible. At its option, if the Company's cost therefore is equal to or less than that which the developer would otherwise have to bear, the Company may elect at the developer's expense to perform the activities necessary to fulfill the developer's responsibility hereunder. The Telephone Company will promptly inspect the trenching provided by the developer and allow for phased inspection of trenching. In all cases, the Company will make every effort to expedite the inspection of developer provided trenching. The Telephone Company will install or cause to be installed underground communication lines and related equipment in accordance with the applicable provisions of the National Electrical Safety Code as heretofore or hereafter amended, with sufficient capacity and suitable materials which will assure adequate and reasonable communication service in the foreseeable future. When developer is required to provide a trench for other underground utilities and services, the Company will use such common trench as long as the Company's design layout, easement specification, routing and scheduling requirements can be met, unless otherwise agreed upon by the Company and developer in writing or as otherwise established by the Commission.
- (F) The total extension to plant (along public roads or on private property) to be furnished without charge shall not exceed seven times the annualized Local Exchange Access Service rate (as defined by the RUS for the class of service being requested) per application. Where the total line extension cost exceeds seven times the annualized Local Exchange Access Service rate (as defined by the RUS for the class of service being requested) the free extension allowance is first computed for the private property portion of the extension prior to computing any allowance for the construction along public roads.

14. CONSTRUCTION CHARGES (Cont'd)14.2 Undertaking of the Company (Cont'd)

- (G) Line extension charges assessed to applicants will be based on RUS Rules and Regulations when applicable. In case of disagreement or dispute regarding the application of and provisions of this rule, or in circumstances where the application of this rule appears impracticable or unjust to either party, the utility, applicant, or applicants may refer the matter to the Commission for ruling.
- (H) When construction is required to serve a new applicant, a survey is made of all prospective subscribers who might be served from the new construction or an extension thereof and who might benefit by being included in the project. Free extension allowances are made only for those prospective subscribers making a written application for service.
- (I) All applicants are grouped in a single project when there is not more than one-half mile of construction between successive applicants. Separate projects are established whenever the construction between any two successive applicants exceeds one-half mile. Two or more projects are combined, however, whenever this results in lower charges (or no increase in charges) for all of the applicants involved.
- (J) The Company will provide the applicant at any premises only a single line extension and drop wire allowance regardless of the number of services ordered at that premises.
- (K) Applicants ordering service at more than one premises are treated as separate applicants at each premises for purposes of this Tariff.
- (L) For the purpose of determining project charges, the collective free extension allowance for the group is subtracted from the overall Line Extension costs required for service. The total project cost is then divided equally among all applicants.

14. CONSTRUCTION CHARGES (Cont'd)14.2 Undertaking of the Company (Cont'd)

Exceptions:

- (1) No applicant is required to pay a higher charge than he would if the project were established for him alone. Any difference between this charge and the average charge for the group is absorbed by the Company.
 - (2) Charges for extensions to plant on private property (including drop wire) are assumed by applicants on whose property such extensions are made and these charges are not included in the overall charges for the project. Likewise, the free extension allowance on private property is not included in the collective allowance for the project.
- (M) When a new applicant can be served from a completed project, within three years from the date service was initially established for such project, the charges for the entire project are recomputed to include the new applicant. The new applicant pays a prorated amount of the line extension charge based on the number of months (a fraction of a month is counted as a full month) remaining in the original three-year term. The time is computed from the date service is established for the new applicant.
- (N) Where additional construction is required for an applicant to be served from a project less than three years old, the cost of the project is computed as above if such re-computation does not increase the charges to those customers served from the existing project. Otherwise, a new project will be established.
- (O) When a project is recomputed as described above, existing end users will be refunded a prorated amount of the difference between the original charges and the recomputed charges, based on the remainder of the three-year term. Re-computation of the charges due to the addition of new end users is made on the assumption that there have been no disconnects.

14. CONSTRUCTION CHARGES (Cont'd)14.2 Undertaking of the Company (Cont'd)

- (P) When construction on private property is subsequently treated as being on public roads, or where a private road is dedicated to the public use, within three years of completion of the original project, the line extension charges shall be recomputed and refunds made to the initial applicants where applicable.
- (Q) No refund is made of the line extension charge to the end users who disconnects. Charges to remaining end users are not affected by disconnects.
- (R) When an end user disconnects service or moves off the project and service is established for a new applicant at the same location, any adjustment in charges is a matter for negotiation between the original subscriber and the new applicant.
- (S) Where an end user is disconnected for any reason and subsequently re-applies for service from the same premises or another premises on the same project, the subscriber will not be required to pay any additional line extension charges in addition to his total original obligation.
- (T) Before construction charges are agreed upon, the Company will furnish the applicant a preliminary sketch and estimate of cost to provide the service. Whenever possible, the actual cost will be quoted.
- (U) Whenever the Company is requested to prepare detailed plans and specifications for cost estimates, the Company will have the right to request from the applicant a deposit equal to the cost of preparing plans and specifications. When the applicant authorizes the Company to proceed with construction, the deposit will be credited to the overall cost of providing the service; otherwise the deposit will be non-refundable.
- (V) The Telephone Company will have the right to request from applicant advance funds to cover the cost of construction. In the event the Company's actual cost of construction is less than the amount advanced by the applicant, the Company will refund the excess amount within one hundred twenty (120) days of service commencement, to the applicant.

14. CONSTRUCTION CHARGES (Cont'd)14.2 Undertaking of the Company (Cont'd)

- (W) Detailed planning and/or construction will only be commended
- (X) when a written agreement is prepared and signed by the Company and the applicant. This agreement will include:
- (1) Name and address of the applicant
 - (2) Proposed service address or location
 - (3) Description of requested service
 - (4) Description and sketch of requested construction
 - (5) A cost estimate to include materials, labor, and other costs necessary
 - (6) Payment terms
 - (7) A concise explanation of any refunding provisions, if applicable
 - (8) The Telephone Company's estimated start date and completion date for construction
 - (9) A summary of the results of the economic feasibility analysis performed by the Company to determine the amount of advance required from the applicant for the proposed construction
- (Y) The type of construction required to provide the quality and class of service involved will be determined by the Company. The applicant may be required to pay additional costs involved when a different type of construction other than that proposed by the Company is requested.

14. CONSTRUCTION CHARGES (Cont'd)

14.2 Undertaking of the Company (Cont'd)

- (Z) At the discretion of the Company, land developers and/or builders proposing, through subdivisions, to provide telephone facilities to vacant parcels, and possibly parcels requiring immediate service, will be given estimates under the Company's Land Development Agreement (See 1 following). Estimates for multiple applicants, or potential locations, will be prepared under the Company's Request Procedures (See 2 following).

- (1) Land Development Agreement - The Telephone Company will determine the potential count of service locations from the information provided by the applicant. Aid to Construction will be assessed in the amount of the total cost of the facilities to be placed to serve each parcel in the subdivision. The applicant may request an annual survey to determine if additional services were connected to and are using services from the project. An amount equal to the Aid To Construction assessed, divided by the total number of parcels to be served will be refunded to the original applicant for any additional services in use in the past year. In no event will the refunds exceed the amount originally assessed. After a period of five (5) years, any un-refunded assessment will become Aid To Construction to the Company, with no further refunds to the applicant required.

- (2) Customer Request Procedures - The Telephone Company will design the facilities to serve the potential service locations, as determined by the Company. Facilities will be built to actually serve the applicant. Construction Charges for each applicant will be determined by dividing the total estimated cost of all facilities by the total number of service locations, less the maximum allowances per applicant.

14. CONSTRUCTION CHARGES (Cont'd)14.2 Undertaking of the Company (Cont'd)

- (AA) Construction of any plant facilities provided at the expense of the applicant, on either a public road or on private property, will not be used by the customer for any purpose other than service furnished by the Company, except upon approval of the Company. All such facilities become the property and ownership of the Company, and all facilities will be maintained and replaced at the expense of the Company, except when damages are incurred as a result of customer activities.
- (BB) Construction charges apply for extending existing facilities when any of the following conditions are present:
- (1) Construction for permanent facilities on the Right-of-Way of a public road to serve one or more applicants.
 - (2) Construction for permanent facilities on private property to service a single applicant or to serve several applicants in general.
 - (3) A greater quantity of facilities other than that which the Company would otherwise construct in order to fulfill the applicant's initial requirements for service.
 - (4) Routing of facilities other than that which the Company would normally utilize in order to provide service.
 - (5) The Telephone Company expedites construction of the facilities at greater expense than would otherwise be required.
 - (6) Construction for temporary service with no immediate prospect of reusing the facilities.
 - (7) The Telephone Company relocates existing facilities at the request of the customer or other parties.

14. CONSTRUCTION CHARGES (Cont'd)14.2 Undertaking of the Company (Cont'd)

- (CC) When the Company receives a request for service, the Company will make a survey to determine if additional applicants exist in the area. If other unserved locations exist, those locations may be included in the facility design under Z(1) and Z(2) above, a later new applicant shall be treated as an individual and the determination of Construction Charges will be made without reference, or refund, to the original applicant in the area.
- (DD) Extending facilities to furnish telephone service to remote areas such as undeveloped subdivisions for new residential buildings or mobile homes, the land developers, in addition to paying the Company construction charges and a satisfactory guarantee, will be required to provide the Company the following:
- (1) Right-of-Ways and Easements suitable to the Company at no cost to the Company and within reasonable time to meet service requirements.
 - (2) These Right-of-Ways must be along planned public streets, alleys, roads and highways and on other public land and private property where the Company has the legal right to occupy in order to provide service.
 - (3) Grades and locations of Right-of-Ways, along streets, alleys, highways and other public land must be provided to the Company before aerial or underground facilities are installed. Full Construction Charges will apply for any relocation of these facilities due to changes made by the land developers or subsequent owners.
 - (4) Construction Charges may be reduced if work, such as trenching for underground facilities, can be done by the land developers and will be done under the supervision of the Company.
 - (5) The underground facilities will be installed, and maintained by the Company.

14. CONSTRUCTION CHARGES (Cont'd)14.2 Undertaking of the Company (Cont'd)

- (EE) The regulations applying to ownership and maintenance of such temporary construction are the same as apply to usual construction for permanent service as covered in Paragraph (AA) of this section.
- (FF) All facilities proposed for new permanent communications service shall be installed underground except where it is not feasible from an engineering, operational or economic standpoint.

14.3 Limitations

(A) Real Estate Subdivisions

Line extensions into real estate subdivisions will be made by the Company provided 100% of the estimated total cost of such extension is advanced to the Company by the subdivider. The amount so advanced will be refunded to the subdivider in annual installments over a period of five (5) years from date of agreement. Each annual refund will be computed based on a ratio of telephone services connected to the estimated total telephone services to be connected. The subdivider shall send the Company a written report listing the number of telephone services connected each year. Final count will be made by the Company.

(B) Provision of Temporary or Speculative Services

- (1) Line extensions and/or additions to provide service to an applicant engaged in temporary or speculative business will be made on the condition that applicant pays to the Company the total cost of the construction and removal of the line necessary in furnishing the service, less the salvage value of the material used.

14. CONSTRUCTION CHARGES (Cont'd)14.3 Limitations (Cont'd)

- (2) If an end user maintains for thirty-six (36) consecutive months a service installation which was originally established on a temporary or speculative basis, and if his business or operation at the end of that time has proven its permanency to the satisfaction of the Company, there will be refunded to the subscriber an amount equal to the difference between the payment made and the normal line extension charge which would have been applicable at the time the subscriber's service was installed.
- (3) In no event shall service installation be classed as temporary or speculative for more than six years. Refund provisions apply at the end of not more than six years.

(C) Special Arrangements

Arrangements may be made, other than those provided for above in this section, in the following cases subject to prior authorization of the Commission:

- (1) Where the applicant requests a particular type of construction or a specific route for extensions to meet the applicant's special requirements and where the construction or route so requested differs from the normal standards of the Company and is not required by law.
- (2) Line extensions involving underground crossing of railroads, highway or power lines, submarine cable, or along river crossings.
- (3) Where construction is required to provide service on a seasonal basis, or to meet other unusual conditions.
- (4) Any other line extension and/or additions involving unusual or disproportionately large construction expenditures as compared to the usual line extension.

14. CONSTRUCTION CHARGES (Cont'd)14.3 Limitations (Cont'd)

(D) Mobile Home Parks

- (1) The provisions set forth in 14.3(A) through 14.3(C) above apply to a developer who prepares a tract of land for the purpose of parking mobile homes.
- (2) For protection of Telephone Company property the mobile home developer is required to provide a trailer stake (a T shaped stake) at the back side, between every two mobile home parking lots for the purpose of attaching the protector on the outside of the mobile home. In no case will telephone service be provided when the protector is attached to the mobile home.

(E) Do-It-Yourself Construction

- (1) The Telephone Company and the end user/developer will enter into a written agreement for the provision of the requested facilities. The agreement will delineate the Company's responsibilities, the end user/developer's responsibilities and the associated construction or facility charge.
- (2) The ownership of any facilities provided wholly or in part at the expense of the end user/developer under this Tariff shall at all times be vested exclusively in the Company.
- (3) In order to protect the network and other end users, the Company will not connect to end user/developer installed facilities unless the end user/developer has complied with the following:
 - (a) Informed the Company at least seven working days prior to construction that the construction will take place so the Company can schedule someone to inspect the materials and the construction;
 - (b) Have the construction done only during normal Telephone Company working hours;

14. CONSTRUCTION CHARGES (Cont'd)14.3 Limitations (Cont'd)

- (c) The materials and the methods used for the construction are of the quality not less than that utilized by the Company unless the Company has provided written authorization to the end user/developer; and
- (d) The inspection is considered Engineering Services and will be billed at the Company's normal Engineering rates. The inspection services will be paid prior to the connection of telephone service. Telephone Company inspection personnel must be on site when cable is being plowed in or if cable is being trenched, the trench must be left open until after Telephone Company inspectors have inspected the installation.
- (e) When the above procedures have been complied with the Company will connect and maintain the facilities.

14.4 Obligations of the End User

- (A) When a charge is applicable for construction on either a public road or a private property, the end user may undertake, where in the opinion of the Company it is practicable for him to do so, such construction in whole or in part, in lieu of the construction charges which apply. In all cases of construction by the end user, the material furnished and the method of construction are subject to the approval of the Company, an appropriate hourly engineering charges applying for the Company's supervision of the project. In all cases the provisions in 14.3(E), preceding apply.
- (B) The engineering of line extensions are provided free of charge on the first request. Subsequent requests for the engineering of line extensions will be billed to the applicant using appropriate hourly engineering charges. The written line extension estimate will be paid by the applicant prior to the Company's release of the written estimate to the applicant.

14. CONSTRUCTION CHARGES (Cont'd)14.4 Obligations of the End User (Cont'd)

- (C) The estimated cost of the line extensions are payable in advance. In the event of overcharge, refunds to applicants will reflect the difference between the written estimated cost and the actual cost of the line extension. In the event of undercharge, the Company shall bill the applicant for an amount not to exceed 10% of the written estimated extension costs. Any adjustments between the estimated costs advanced by the applicant and the reasonable actual cost shall be made within sixty (60) days after completion of the extension.

14.5 Payment Arrangements and Credit Allowances

Payment for Construction Charges is due in full at the estimated price prior to the start of construction.

14.6 Rate Regulations

- (A) Extensions and additions to plant necessary to provide telephone service costing less than seven times the annualized Local Exchange Access Service rate (as defined by the RUS for the class of service being requested), is provided at no charge.
- (B) Extensions to buried plant beyond existing exchange circuits of this utility.
- (1) Free allowance:
- The Company will construct at its expense (no charge to the applicant) a maximum amount of seven times the annualized Local Exchange Access Service rate (as defined by the RUS for the class of service being requested), per line extension per applicant.
- (2) Extensions to buried plant construction exceeding the free extension allowance will be made at actual cost.
- (C) The Telephone Company will not provide the free extension allowance to owners of mobile homes unless such mobile home is mounted on a permanent pad or foundation. When the mobile home is not mounted on a permanent pad or foundation such service is considered temporary.

14. CONSTRUCTION CHARGES (Cont'd)

14.6 Rate Regulations (Cont'd)

- (D) The end user would pay to the Company the total cost less salvage for rearranging, changing, or rerouting plant, under normal time frames and conditions, for existing service.
- (E) The end user would pay to the Company the total cost less salvage for rearranging, changing, or rerouting other than standard plant, and under other than normal time frames and conditions, for existing service.
- (F) The charges for Engineering Labor Charges are as set forth in Section 20.14 following.

15. RESERVED FOR FUTURE USE

16. TOLL RESTRICTION

16.1 General Description

Toll Restriction is applicable when a customer requests that toll charges not originate from their telephone number.

The customer will be unable to place direct dialed or operator assisted toll calls.

16.2 Rate Regulations

- (A) The Toll Restriction Charge is as set forth in Section 20.16 following.

17. RESERVED FOR FUTURE USE

18. DIRECTORY ASSISTANCE SERVICE

18.1 General Description

Directory Assistance Service provides for assistance to end users in determining telephone numbers of other end users within the exchange or outside of the exchange and within the LATA.

18.2 Undertaking of the Company

(A) The Telephone Company will provide the end user access to a Directory Assistance Operator.

(B) The Telephone Company does not undertake to provide directory assistance for telephone numbers outside of the Local Exchange Service Area.

18.3 Limitations

A maximum of two (2) requested telephone numbers is allowed per call.

18.4 Obligations of the End User

The obligations of the end user are as set forth in 2.3 preceding.

18.5 Payment Arrangements and Credit Allowances

The payment arrangements and credit allowances as set forth in Section 2.5 preceding apply.

18.6 Rate Regulations

Directory Assistance charges will apply for each Directory Assistance call made at the rates set forth in Section 20.18 following.

19. TOLL SERVICES

19.1 General Description

Toll Services provides direct dialed communications services which are available for use on a twenty-four (24) hours a day, seven days a week basis. End users may originate such services from locations served by the Company and may terminate such calls to any location within the United States.

For purposes of this Section 19.1, timing of messages will be determined by the following method:

- (a) Chargeable time begins when connection is established between the calling station and the called station.
- (b) Chargeable time ends when the calling station releases the network connection (or "hangs up"). If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

19.2 Obligations of the End User

The obligations of the end user are as set forth in 2.3 preceding.

19.3 Payment Arrangements and Credit Allowances

The payment arrangements and credit allowances as set forth in section 2.5 preceding apply.

19.4 Rate Regulations

Toll Services charges will apply for each intrastate, interstate, and/or international toll call made at the rates set forth in Section 20.19 following. Usage rates are billed in six (6) second increments with an initial billing period of six seconds. The duration of each call for bill purposes will be rounded off to the nearest highest increment. Fractional cents will be rounded to the nearest cent using natural rounding, however, there will be a minimum charge of \$0.01 per completed call.

19.5 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or imposes additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, and compensation to payphone service providers for the use of their payphones to access Company services.

19. TOLL SERVICES (Cont'd)19.6 Contracts

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

19.7 Promotions

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situation Customers in the target market area.

20. RATES AND CHARGES

The maximum rates and charges for the services offered in this Tariff are shown in this section. Reference is made for each rate element to the appropriate Tariff paragraph where the application of the service is described.

20.1 RESERVED FOR FUTURE USE

20.2 Payment Related Charges

		<u>Maximum Rate</u>	<u>Source</u>
(A)	Payment Related Charges		
	(1) Deposit if Required Per End User		
	Residential	Two Times Estimated Average Monthly Bill or Average Monthly Bill, For the Customer Class, Whichever is Greater	2.4.1(B)
	Business	Two and One- Half Times Estimated Maximum Monthly Bill	
	(2) NSF Check Charge Per Check	\$27.50	2.5.1(A)(2)
	(3) Late Payment Charge applied To past due balance	1.5%	2.5.1(A)(2)
	(4) Service Restoration Charge	\$46.50	2.5.1(A)(2)

20. RATES AND CHARGES (Cont'd)

20.3 Access Ordering, Service Connection
 Move and Change Charges

(A) <u>Access Order Charge</u>	<u>Maximum Rate</u>	
(1) Custom Service Connection Charge	\$41.25	3.4(A)
(2) Service Order Charge Per Order	\$46.50	3.4(B)
(3) Line Connection Charge Per Connection	\$46.50	3.4(C)
(4) Premise Visit Charge	\$50.00	3.4(D)
(5) 900 Block	\$22.00	3.4(E)

20.4 RESERVED FOR FUTURE USE

20. RATES AND CHARGES (Cont'd)

20.5 Competitive Exchange Access Service

(A) Competitive Exchange Access Service

- | | | | |
|-----|--|---------|--------|
| (1) | Residential Service
Per Access Line (1) | \$20.00 | 5.6(A) |
| (2) | Business Service
(Including PABX and
Key System Trunks)
Per Access Line (1) | \$49.50 | 5.6(B) |
| (3) | Combination Service | \$20.00 | 5.6(D) |

(B) Vacation Rate Service

Per Access Line	$\frac{1}{2}$ of Monthly Access Service Charges	5.6(C)
-----------------	---	--------

(C) Low Income Assistance Program Credits

- | | | |
|-----|---|-------------------------------------|
| (1) | Federal Subscriber Line Charge
Credit | Monthly
<u>Credit*</u>
\$6.00 |
| (2) | Initial Federal Credit
to Residential Access Line | \$ 1.75 |
| (3) | One-Time Non-Recurring Credit: Lifeline
Connection Assistance - one-half of Service
Connection Charges or \$30.00, whichever is less. | |

Credit amount will not exceed the total of the
 Subscriber Line Charge and the Residential Competitive
 Exchange rate.

20.6 RESERVED FOR FUTURE USE

20. RATES AND CHARGES (Cont'd)

20.7 Competitive Exchange Special Access Service

	<u>Service & Equipment</u>	<u>Maximum Rate</u>	
(A) Local Circuit	ICB	\$2,000.00	7.6
(B) Optional Features Per Feature	ICB	\$1,000.00	7.2(B)

* Applicable Access Order Charges apply.

20.8 Supplementary Directory Listing Service

(A) Additional Number Listing	\$4.50	8.7
(B) Foreign Directory	\$4.50	8.7

* Applicable Access Order Charges apply.

20.9 Number Services	<u>Service & Equipment</u>	<u>Maximum Rate</u>	<u>Source</u>
(A) Custom Number Each Number Requested And Provided			
Residential	\$50.00	\$5.00	9.3(D)
Business	\$250.00	\$10.00	
(B) Same Number Each Number Reassigned			
Residential	\$10.00	\$.00	
Business	\$20.00	\$.00	

20. RATES AND CHARGES (Cont'd)

20.10 Premise Extension Service

(A) Premise Extension Charge
 Per Premise Extension

Continuous Property		
Residential	\$1.90	10.6
Business Single Line	\$2.60	
Business Two-Six Lines	\$8.00	
Business Ten Lines	\$8.25	
Minimum 1/8 Mile		
Additional 1/8 Mile	\$.60	
Non-Continuous Property		
Residential	\$1.90	10.6
Business Single Line	\$2.50	
Business Two-Six Lines	\$8.00	
Business Ten Lines	\$8.25	
Minimum 1/4 Mile		
Additional 1/4 Mile	\$4.50	
Additional 1/8 Mile		
	\$1.90	

Applicable Access Order Charges apply.

When the extension is on Continuous property the rate applies plus 1/8 mile minimum of .60 and .60 per 1/8 mile thereafter. When the extension is off premise, on different property the rate applies plus the first 1/4 minimum mile at \$4.50 and each additional 1/4 mile at \$1.90.

20. RATES AND CHARGES (Cont'd)

20.11 <u>Call Management Services</u>		<u>Maximum Rate</u>	<u>Source</u>
(A)	Anonymous Call Rejection (ACR) Per Access Line		
	Residence	\$6.75	11.7
	Business	\$6.75	11.7
(B)	Automatic Call Back (ACB) Per Access Line		
	Residence	\$5.25	11.7
	Business	\$5.25	11.7
(C)	Automatic Call Return (AR) Per Access Line		
	Residence	\$5.25	11.7
	Business	\$5.25	11.7
(D)	Billed Number Screening (BNS) Per Access Line		
	Residence	\$.00	11.7
	Business	\$.00	11.7
(E)	Call Forwarding All Calls (CFAC) Per Access Line		
	Residence	\$2.25	11.7
	Business	\$3.40	11.7
(F)	Call Forwarding Busy Line (CFBL) Per Access Line		
	Residence	\$1.90	11.7
	Business	\$3.75	11.7
(G)	Call Forwarding No Answer (CFNA) Per Access Line		
	Residence	\$3.75	11.7
	Business	\$5.25	11.7
(H)	Call Transfer (CT) Per Access Line		
	Residence	\$3.75	11.7
	Business	\$5.25	11.7
(I)	Call Waiting/Cancel Call Waiting (CW/CCW) Per Access Line		
	Residence	\$3.40	11.7
	Business	\$5.25	11.7

20. RATES AND CHARGES (Cont'd)

20.11 <u>Call Management Services (Cont'd)</u>		<u>Maximum Rate</u>	<u>Source</u>
(J)	Caller ID Blocking (CIDS1&2)) Per Call	\$.00	11.7
	Per Access Line (non-recurring Charge) (2nd & Every Subsequent Order)		
	Residence	\$12.00	11.7
	Business	\$15.00	11.7
(K)	Calling Name Delivery (CNND) Per Access Line		
	Residence	\$7.50	11.7
	Business	\$10.50	11.7
(L)	Calling Name and Number Delivery (CNAD) Per Access Line		
	Residence	\$8.25	11.7
	Business	\$11.25	11.7
(M)	Calling Number Delivery (CND) Per Access Line		
	Residence	\$7.50	11.7
	Business	\$10.50	11.7
(N)	Conference Call (CFO) Per Access Line		
	Residence	\$6.00	11.7
	Business	\$9.00	11.7
(O)	Customer Originated Call Trace (COT) Per Access Line		
	Residence	\$3.00	11.7
	Business	\$3.00	11.7
	Per Successful Trace	\$7.50	
(P)	Distinctive Ringing/Teen Service (DR) Per Access Line		
	Residence	\$6.00	11.7
	Business	\$7.50	11.7
(Q)	Fixed Destination Call Forwarding (FDCF) Per Access Line		
	Residence	\$3.00	11.7
	Business	\$6.00	11.7
(R)	Home Intercom (HI) Per Access Line		
	Residence	\$72.25	11.7
	Business	\$3.40	11.7

20. RATES AND CHARGES (Cont'd)

20.11 Call Management Services (Cont'd)

		<u>Maximum Rate</u>	<u>Source</u>
(S)	Hot Line (HL) Per Access Line		
	Residence	\$3.00	11.7
	Business	\$3.75	11.7
(T)	Remote Access Call Forwarding (RACF) Per Access Line		
	Residence	\$3.00	11.7
	Business	\$3.75	11.7
(U)	Remote Call Forwarding (RCF) Per Access Line		
	Residence	\$3.00	11.7
	Business	\$3.75	11.7
(V)	Selective Call Acceptance (SCA) Per Access Line		
	Residence	\$4.50	11.7
	Business	\$7.50	11.7
(W)	Selective Call Forwarding (SCF) Per Access Line		
	Residence	\$4.50	11.7
	Business	\$7.50	11.7
(X)	Selective Call Rejection (SCR) Per Access Line		
	Residence	\$4.50	11.7
	Business	\$7.50	11.7
(Y)	Selective Distinctive Ringing (SDR) Per Access Line		
	Residence	\$4.50	11.7
	Business	\$7.50	11.7
(Z)	Selective Line Hunting (SLH) Per Access Line		
	Residence	\$8.00	11.7
	Business	\$12.00	11.7
(AA)	Speed Calling Individual Long List (SCILL)) Per Access Line		
	Residence	\$4.50	11.7
	Business	\$6.00	11.7

20. RATES AND CHARGES (Cont'd)

20.11 <u>Call Management Services (Cont'd)</u>		<u>Maximum</u> <u>Rate</u>	<u>Source</u>
(BB)	Speed Calling Individual Short List (SCISL)) Per Access Line		
	Residence	\$2.25	11.7
	Business	\$4.50	11.7
(CC)	Three Way Calling (TWC) Per Access Line		
	Residence	\$3.40	11.7
	Business	\$5.25	11.7
(DD)	Warm Line (WL) Per Access Line		
	Residence	\$3.75	11.7
	Business	\$5.25	11.7

20.11.1 Feature Packages:

(A)	<u>Basic Features List</u>	<u>USOC</u>
	Anonymous Call Rejection	ACR
	Automatic Call Back	ACB
	Automatic Call Return	AR
	Bill Number Screening	BNS
	Call Forwarding All Calls	CFAC
	Call Forwarding Busy Line	CFBL
	Call Forwarding No Answer	CFNA
	Call Transfer	CT
	Call Waiting/Cancel Call Waiting	CW/CCW
	Fixed Destination Call Forwarding	FDCF
	Home Intercom	HI
	Hot Line	HL
	Remote Access Call Forwarding	RACF
	Remote Call Forwarding	RCF
	Speed Calling Individual Short List	SCISL
	Three Way Calling	TWC
	Warm Line	WL
(B)	<u>Caller I.D. Features List</u>	<u>USOC</u>
	Caller ID Blocking - Per Call	CIDS1
	Caller ID Blocking - Per Line	CIDS2
	Calling Name and Number Delivery	CNAD
	Calling Name Delivery	CNND
	Calling Number Delivery	CND

20. RATES AND CHARGES (Cont'd)

20.11 Call Management Services (Cont'd)

20.1.1 Feature Packages:

(C)	<u>Advanced Features List</u>	<u>USOC</u>
	Conference Call	CFO
	Customer Originated Call Trace	COT
	Distinctive Ringing/Teen Service	DR
	Selective Call Acceptance	SCA
	Selective Call Forwarding	SCF
	Selective Call Rejection	SCR
	Selective Distinctive Ringing	SDR
	Selective Line Hunting	SLH
	Speed Calling Individual Long List	SCILL

(D)	<u>Package Pricing</u>	<u>Maximum Rate</u>	<u>Source</u>
	Basic II		
	Any two Basic Features		
	Residence	\$4.50	11.7
	Business	\$7.50	11.7
	Basic III		
	Any three Basic Features		
	Residence	\$7.50	11.7
	Business	\$10.50	11.7
	Basic IV		
	Any four Basic Features		
	Residence	\$10.50	11.7
	Business	\$15.00	11.7
	Basic Plus		
	Each Basic Feature added To Basic IV		
	Per Feature	\$2.00	11.7
	Basic Max		
	All features on Basic List		
	Residence	\$20.00	11.7
	Business	\$22.50	11.7
	Advance II		
	Any two Advance Features		
	Residence	\$6.00	11.7
	Business	\$12.00	11.7

20. RATES AND CHARGES (Cont'd)

20.11 Call Management Services (Cont'd)

20.1.1 Feature Packages (Cont'd)

(D)	<u>Package Pricing (Cont'd)</u>	<u>Maximum Rate</u>	<u>Source</u>
	Advance III		
	Any three Advance Features		
	Residence	\$9.00	11.7
	Business	\$15.00	11.7
	Advance Plus		
	Each Advance Feature added		
	To Advance III		
	Per Feature	\$2.00	11.7
	Select I		
	Add one Advance Feature to		
	Any Basic Package		
	Residence	\$3.00	11.7
	Business	\$6.00	11.7
	Select II		
	Add two Advance Features to		
	Any Basic Package		
	Residence	\$4.50	11.7
	Business	\$7.50	11.7
	Select III		
	Add three Advance Features to		
	Any Basic Package		
	Residence	\$9.00	11.7
	Business	\$10.50	11.7
	Caller I.D. Basic Plus		
	Add Caller I.D. (CNAD, CNND, OR CND)		
	TO Any Basic Package		
	Residence	\$6.00	11.7
	Business	\$9.00	11.7
	Caller I.D. Advance Plus		
	Add Caller I.D. (CNAD, CNND, OR CND)		
	TO Any Advance Package		
	Residence	\$6.00	11.7
	Business	\$9.00	11.7

20. RATES AND CHARGES (Cont'd)

20.11 Call Management Services (Cont'd)

20.1.1 Feature Packages (Cont'd)

(D) <u>Package Pricing (Cont'd)</u>	<u>Maximum Rate</u>	<u>Source</u>
Caller I.D. Max		
Caller I.D. + all features		
Residence	\$34.50	11.7
Business	\$45.00	11.7

* Applicable Access Order Charges apply with each order and applicable Line Connection Charges apply with each service or line connected. Call Management Services installed simultaneously with the establishment of primary service will be included with the normal service connection charges. Only one Access Order Charge will apply when multiple Call Management Services are ordered at the same time. Rates for nonrecurring charges are set forth in Section 20.1 Paragraph 20.3.

20.12 RESERVED FOR FUTURE USE

20. RATES AND CHARGES (Cont'd)

20.13 RESERVED FOR FUTURE USE

20. RATES AND CHARGES (Cont'd)

20.14 ENGINEERING LABOR CHARGES

Basic Time, Per Technician		
First ½ hour or fraction		
Thereof	\$28.50	14.6 (F)

Each additional ½ hour or		
Fraction thereof	\$28.50	

Overtime, Per Technician*		
First ½ hour or fraction		
Thereof	\$36.00	

Each additional ½ hour or		
Fraction thereof	\$36.00	

Premium Time, Per Technician*		
First ½ hour or fraction		
Thereof	\$43.50	

Each additional ½ hour or		
Fraction thereof	\$43.50	

* A callout of a Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four hours.

20.15 RESERVED FOR FUTURE USE

20. RATES AND CHARGES (Cont'd)

20.16 Toll Restriction

Residence	\$2.25	16.2(A)
Business	\$7.00	

20.17 RESERVED FOR FUTURE USE

20. RATES AND CHARGES (Cont'd)

20.18 Directory Assistance Service

Per message		
Direct Dialed	\$.50	18.6
Operator Assisted	\$.50	18.6

20.19 Toll Service

	Maximum <u>InterLATA Rate</u>	Maximum <u>IntraLATA Rate</u>
All Time Periods		
- Per Minute	\$0.30	\$0.30
		Maximum Monthly <u>Rate</u>
Monthly Fee		
- Per Line		\$15.00