

**American Telephone Company LLC  
1600 Caleb's Path Extension, Suite 203  
Hauppauge, NY 11788  
U-7082-C**

**California P.U.C. Tariff No.1**

(T)

**1st Revised Title Page**

**COMPETITIVE LOCAL CARRIER**

**COMPETITIVE LOCAL CARRIER SERVICES TARIFF  
OF  
AMERICAN TELEPHONE COMPANY LLC  
U-7082-C**

This tariff is on file with the California Public Utilities Commission and can be viewed at 505 Van Ness Avenue, San Francisco, CA 94102. In addition, this tariff is available for review at the Company's principle place of business, Monday-Friday, 9:00 a.m. – 5:00 p.m., local time, located at

1600 Caleb's Path Extension, Suite 203  
Hauppauge, NY 11788

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**Advice Letter No. 5  
Decision No.**

**Filed: June 22, 2015  
Effective: July 22, 2015**

**By: Basil Stepanov  
Director of IT Services**

COMPETITIVE LOCAL CARRIER

Tariff Check Sheets

Pages listed below are effective as of the date shown at the bottom of the respective pages. 1st Revised and revised pages, as named below, comprise all changes from the 1st Revised tariff and are currently in effect as of the date on the bottom of this page.

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**COMPETITIVE LOCAL CARRIER**

**Preliminary Statement**

American Telephone Company LLC (the "Company") has been granted authority by the California Public Utilities Commission to provide competitive local exchange services within the State of California to Customers located in exchange areas served by AT&T California, Verizon California, Inc., Roseville Telephone Company, and Citizens Telephone Company. This tariff contains all effective rates, terms and conditions for intrastate end-user local exchange and carrier access services originated from and terminated to central office codes assigned to the Company.

**Explanation of Symbols**

The following symbols are used in this tariff as described:

- (C) To signify changed listings, rule, or condition which may affect rates or charges
- (D) To signify discontinued material, including listing, rate, rule or condition
- (I) To signify increase
- (L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition
- (N) To signify new material including listing, rate, rule or condition
- (R) To signify reduction
- (T) To signify change in wording of text but not change in rate, rule or condition

**Availability of Company's Tariff**

Complete copies of the Company's advice letters and current tariff are maintained at the California Public Utilities Commission, located at 505 Van Ness Avenue, San Francisco, California 94102 and at the Company's business corporate headquarters located at 1600 Caleb's Path Extension, Suite 203, Hauppauge, NY 11788.

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**COMPETITIVE LOCAL CARRIER**

**Service Area Maps**

The Company provides competitive local exchange service in California within the service territories of AT&T California, Verizon California, Inc., Roseville Telephone Company, and Citizens Telephone Company. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by AT&T California, Verizon California, Inc., Roseville Telephone Company, and Citizens Telephone Company.

**Tariff Format**

**Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the tariff. When a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.

**Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current Page version on file with the Commission. For example, the 4th revised Page 14 cancels the third revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current Page number on file with the Commission is not always the tariff page in effect. Consult the Check Page for the Page currently in effect.

**Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
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- 2.1.1.A.1.(a).I.
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- 2.1.1.A.1.(a).I.(i).(1).

**Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the Pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular Page is the most current on file with the Commission.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 1 – Definitions**

Certain terms used generally throughout this tariff are defined below.

Advanced Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Common Carrier - Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intrastate communications by wire or radio between two or more exchanges.

Company – American Telephone Company LLC

Customer - The Common Carrier, person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code.

End User - A person or entity that subscribes to any Company Local Exchange Service offered under the Company's California P. U. C. Schedule 2-T and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

Exchange Telephone Company - Denotes any individual, partnership, association, joint- stock company, trust, or corporation engaged in providing switched communication within an exchange.

Effective Date – refers to the Service Commencement Date.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 1 – Definitions (continued)**

Individual Case Basis.- A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Initial Term – refers to the initial three (3) year term applicable to an individual Voice Services Supplement between the Company and the Customer.

Intrastate Access Service - Provides for a two-point communications path between a Customer's premises or a collocated interconnection location and an end user's premises for originating and terminating calls within the state.

Joint User - A person, firm or corporation that is designated by the Customer as a user of Advanced Communications Service furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

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

Local Calling Area - The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant LEC tariff for that region. Local calling area/zone descriptions can be found in Pacific Bell Telephone Company's Cal. P. U. C. No. A5, Section 5.2. 1.

Local Distribution Channel - The physical wires that run from the subscriber's telephone set, or PBX or key telephone system, to the telephone company central office.

Local Exchange Carrier - The local phone companies, which can be either a Bell Operating Company or an independent company that provides local transmission services.

Master Services Agreement – a general agreement between the Company and the Customer that identifies the terms and conditions for the provision of service to the Customer.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 1 – Definitions (continued)**

Premises- The space occupied by a Customer or authorized user in a building or buildings.

Recurring Charges- The monthly charges to the Customer for services, facilities and equipment which continue to apply for duration of the service.

Renewal Term – refers to the three (3) year term applicable to an individual Voice Services Supplement between the Company and the Customer that begins automatically upon the expiration of that Voice Services Supplement's Initial Term.

Service Commencement Date- The first day of the calendar month in which the provision of service and the billing of service commence.

Serving Wire Center - The wire center from which the Customer designated premises would normally obtain dial tone from the Company.

Shared - A facility or equipment system or subsystem that can be used simultaneously by several Customers; or a Customer or any other person authorized by the Customer to use service provided under this tariff.

User - An Authorized User, Customer, or Joint User at whose Premises the Company furnishes service.

Voice Services Supplement – a supplemental agreement between the Company and the Customer that governs the provision of a specific service (*e.g.* local exchange service) or a specific group of services (*e.g.* local exchange and long distance services). The terms and conditions of Voice Services Supplements are governed by the terms and conditions contained in the Master Services Agreement. The Company may enter into more than one Voice Service Supplement with a particular Customer, each of which shall carry its own individual term or terms. Execution of a Voice Services Supplement by the Customer and the Company constitutes a request by the Customer for service from the Company and acceptance by the Company of the Customer's request for service for the duration of the Voice Services Supplement.

Wire Center - A building in which one or more end offices, used for the provision of Exchange Services, are located.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 2 – Description of Services**

- A. The Company undertakes to furnish business and residential communication services pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.
- B. Service is offered for local calling to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section I of this tariff. Rates vary based on whether the Customer is located in areas also served by AT&T California.
- C. Service is available 24 hours a day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.
- D. Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certified carriers.



**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 3 – Application for Service**

Service is installed by arrangement between the Company and the Customer.

- A. During the initial contact all applicants for residential service must be given information regarding the Universal Lifeline program and its availability.
- B. Service may be initiated based on a written or oral agreement between the CLC and the customer. In the case of an oral agreement, the Company shall make available to the Customer upon the Customer's request information regarding all rates and charges for the services the Customer desires and any other rates or charges which will appear on the customer's first bill.
  - 1. If the agreement is oral, within 10 days of initiating the service order, the CLC will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the customer's bill. The letter must be in a language other than English if the sale was in another language.
  - 2. Within 10 days of initiating service, the CLC shall state in writing for all new customers all material terms and conditions that could affect what the customer pays for telecommunications services provided by the CLC.
- C. Potential customers who are denied service for failure to establish credit or pay deposit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 3 – Application for Service (continued)**

D. Cancellation of Application for Service

The special charges described in this section will be calculated on a case by case basis.

1. When a Customer cancels an application for service prior to the start of service or prior to any special construction, the Company will impose the following charges:
  - a. for Customers that have executed a Voice Services Agreement with the Company (*i.e.* term customers), fifty percent (50%) of the recurring monthly charges for the services and products ordered multiplied by the number of months in the agreed upon term
  - b. for Customers that have not executed a Voice Services Agreement with the Company (*i.e.* non-term customers), the total recurring and non-recurring charges for the first two months of service.
2. In addition to the applicable charges discussed in Sections D.1.a or D.1.b above, where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, the Company will also impose a charge equal to the costs the Company incurred, less net salvage.
3. In addition to the applicable charge(s) discussed in Sections D.1.a or D.1.b and D.2. above, where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, the company will also impose a charge equal to the costs incurred, less net salvage.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 3 – Application for Service (continued)**

4. Unless otherwise agreed to in writing, the Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. The termination liability charge discussed in Section J. below applies to early cancellation of a Voice Services Supplement (term agreement).

**E. Termination Liability**

1. The timely termination of any Voice Services Supplement shall not relieve the Customer of its obligation to pay any charges incurred under the Voice Services Supplement, the Master Services Agreement and this tariff prior to termination.
2. Unless otherwise specified in individually negotiated contracts, the termination liability for early termination of a service or services provided pursuant to a particular Voice Services Supplement will be 100% of the balance of the total billing for all services terminated services that would have been payable during the life of the term.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 4 – Contracts**

A.

Contracts will only be used in special circumstances for ICB service offerings or Special Construction. The terms, conditions and rates of each contract offering are subject to the agreement of both the Customer and the Company. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Contract pricing may be broken out into various components on the Customers invoice. Customers may request ICB terms, conditions and/or rates which vary from the tariffed service offerings and, upon demonstration of being similarly situated to another customer under a contract, may request negotiation of similar terms, conditions and rates. Such contract offerings will be made available only to similarly situated Customers in substantially similar circumstances.

ICB arrangements will be filed in accordance with G.O. 96-B.

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**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 5 – Special Information Required on Forms**

A. Customer Bills

The Company name shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

6. When the bill shall be paid by the Customer to the Company;
7. Billing detail, including the period of service covered by the bill;
8. Late payment charges and when they will be applied;
9. How the Customer may pay the bill;
10. How to contact the Company with questions about the bill;
11. If a Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services then, the bill will include a toll-free number for service or billing inquiries.

Each bill shall also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the invoice date. Should you have any questions regarding this bill please request an explanation from American Telephone Company, LLC"

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 5 – Special Information Required on Forms (continued)**

If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California. To avoid having service disconnected, payment of the disputed bill should be made “under protest” to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission’s Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse, to pursue the matter further with the Commission.

**B. Deposit Receipts**

Each deposit receipt shall contain the following provision:

“This deposit, less the amount of any unpaid bills for service furnished by American Telephone Company LLC, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.”

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 6 – Establishment and Reestablishment of Credit**

- A. Each application for service shall provide credit information satisfactory to the CLC or pay a deposit. Deposit shall not be required if the applicant:
1. Provides credit history acceptable to the CLC. Credit information contained in the applicant's account record may, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, customer's driver's license number or other acceptable personal identification, billing name, and location Of Current and previous service. Credit cannot be denied for failure to provide social security number.
  2. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the serving CLC or another acceptable local carrier.
  3. A CLC cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 7 – Advance Payments and Deposits**

A. Advance Payments:

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any non recurring charges for any required special construction. The amount of the first month's service is credited to the Customer's account on the first bill rendered. Company may not require advance payments for usage.

B. Deposits:

1. The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.
2. Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
3. Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for. In the event customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer.
4. Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit using the 3 month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest shall be given if the customer has received a minimum of two notices in a 12-month period.



**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 8 – Notices**

Notices provided to the Customer by the Company shall be as follows:

A. Rate Information:

1. Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential Customer. Notice of major increases in rates shall be provided in writing to customers no later than the Company's next periodic billing cycle. No customer notice shall be required for minor rate increases or for rate decrease. In addition, customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
2. When a CLC provides information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the CLC.

B. Discontinuance of Service Notice

1. Notice by customers:

Customers are responsible for notifying the CLC of their desire to discontinue service on or before the date of disconnection. Unless otherwise agreed to by the Company and the Customer, such notice may be either verbal or written.

2. Notice by CLC

Notice to disconnect service for nonpayment of bills shall be provided in writing by first class mail to the customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

- a. The amount that is delinquent.
- b. The date when payment or arrangements for payment are required in order to avoid termination.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 8 – Notices (continued)**

- c. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
- d. The procedure the Customer may use to request amortization of the unpaid charges.
- e. The telephone number of a representative of the Company who can provide additional information or institute arrangements for payment.
- f. The telephone number of the CAB where the Customer may direct inquiries
- g. Notification that local service may not be discontinued for nonpayment of Category 11 or other unregulated competitive services.

**C. Regarding Change in Ownership or Identity**

The Company will notify Customers in writing of a change in ownership or identity of the Company on the Customer's next monthly billing invoice.

**D. Rules for CLC Notices**

Notices the Company sends to Customers, or to the Commission, will be a legible size and printed in a minimum point size of ten (10) and are deemed made on the Date of Presentation.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 9 – Prorating of Bills**

- A. Any prorated bill will use a thirty (30) day month to calculate the pro-rata amount, Prorating will apply to recurring charges only; all non-recurring and usage charges incurred during the billing period will be billed in addition to the prorated amounts.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 10 – Rendering and Payments of Bills**

- A. The Customer is responsible for payment of all charges for service furnished to the User. Bills are due and payable on the date of presentation.
- B. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payments may be made by cash, check, money order, or cashier's check.
- C. The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within fifteen (15) days of the due date specified on the billing invoice may be considered delinquent and subject to a late fee of 1.5% of the net total of the bill. The late payment date will be prominently displayed on the Customer's bill and will be at least fifteen (15) days after the Date of Presentation on the billing envelope.
- D. If a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by a written notification of such demand sent by first class mail. If the requested payment is not made within 7 days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges considered delinquent may be subject to a late fee of 1.5% per month of the bill remained unpaid. This amount will be assessed from the date payment was due.
- E. The Company will credit payments within forty-eight (48) hours of receipt.
- F. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 10 – Rendering and Payments of Bills (continued)**

- G. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exception: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.
- H. Any objections to bill over-charged must be reported to the Company or its billing agent within three years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 11 – Disputed Bills Procedure**

- A. In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:
1. First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
  2. The undisputed portion of the bill must be paid by the Due By Date (no sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
  3. If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the California Public Utilities Commission's Consumer Affairs Branch ("CAB") for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due Date shown on the bill.
  4. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with (B) and (C) above.
  5. The Company shall respond to CAB's requests for information within ten (10) business days.
  6. CAB will review the claim of the disputed amount, communicate the result of its review to the Customer and Company and make disbursement of the deposited amount.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 11 – Disputed Bills Procedure (continued)**

7. After the investigation and review are completed by the Company as noted in (A) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted, however, the service will not be disconnected prior to the Due By Date shown on the bill.
  
8. The CPUC address and telephone number:  
  
California Public Utilities Commission  
Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, CA 94102  
(415) 703-4973

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 12 – Discontinuation and Restoration of Service**

- A. Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of termination. Such notice may be either in writing or verbal. Customers remain responsible for payment of all bills for services furnished.
- B. The Company may terminate service, with at least seven (7) days written notice sent to the Customer via U.S. First Class Mail, for non-payment of bills.
- C. Termination will not occur unless payment has not been made to the Company by the due date specified on the Customer's billing invoice, which will be at least fifteen (15) days after the Date of Presentation on the billing envelope.
- D. Service may be discontinued for nonpayment of bills provided notice of the proposed discontinuance is provided pursuant to Rule 8B(2) of this tariff.
- E. Service will not be initially terminated on any Saturday, Sunday, legal holiday or any other day the Company's service representatives are not available to serve Customers.
- F. The Company may terminate service, with at least seven (5) days' written notice to the Customer, for non-compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, and for failure of the Customer to permit the Company to have reasonable access to its equipment.
- G. The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's Premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; the Customer's unauthorized or illegal use of the Company's service or equipment; or the acts of the Customer are such as to indicate intention to defraud the Company (including fraudulently placing and receiving Calls and/or providing false credit information) .

In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court cost and attorneys fees as determined by CPUC or by the court.



**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 12 – Discontinuation and Restoration of Service (continued)**

- H. For residence services disconnected for nonpayment, the Company must continue to provide access to 911 services to the Customer.
- J. Service will not be discontinued for nonpayment of Category III services, as defined by the CPUC.
- K. If a Customer cancels his or her order for service before the service begins, a charge equal to the in provisioning the greater of \$25.00 or the actual costs incurred by the Company's the service prior to the cancellation will be levied upon the Customer. However, no charge will be levied if a Customer cancels his or her service within three (3) days or the date the order was placed in writing or within three (3) days of the date of the Company's confirmation. No cancellation charge applies to orders cancelled due to delays in installation that are caused by the Company that are (7) days past the promised due date. The Customer will be informed of the cancellation charge at the time the order is placed.
- L. Restoration of Service
- The customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$200.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 13 – Request for Old Bill**

- A. The Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such customer, unless the Customer informs the Company within 15 days of the issuance of the bill that the 1st Revised bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills, the following fees will apply:

Bills dated within 90 days prior to receipt of request	\$ 1.00 per bill
Bills dated more than 90 days but less than 6 months	\$ 5.00 per bill
Bills dated more than 6 months but less than 12months	\$ 20.00 per bill

The Company will not provide a second copy of a bill that is more than 12 months old.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 14 – Temporary Service**

- A. Conditions precedent to rendering temporary service or service to speculative projects will be developed on an Individual Case Basis. The Company will not provide temporary service or service to speculative projects unless in its judgment such service provision is consistent with the best interests of the Company and its Customers.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 15 – Continuity of Service**

- A. The Company will not provide a credit allowance for interruption of service caused by the customer's facilities, equipment, or systems.
- B. Credit Allowance for Interruptions
1. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
  2. An interruption credit allowance is determined by (1) calculating the Average Station Value for one full day (Average Station Value divided by 30 days) (11) multiplying the result of (1) by the "credit" as specified following then (11) multiplying the result of (11) by the number of stations affected.

Interruption of 24 Hours or Less

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 day
3 hours up to but not including 6 hours	1/5 day
6 hours up to but not including 9 hours	2/5 day
9 hours up to but not including 12 hours	3/5 day
12 hours up to but not including 15 hours	4/5 day
15 hours up to 24 hours inclusive	One day

3. Two or more interruptions of 30 minutes or more during any period, up to but not including 3 hours, shall be considered as an interruption.
4. Interruptions Over 24 Hours and less than 72 hours:  
  
Credit will be allowed in 115 day multiples for each 3 hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 15 – Continuity of Service (continued)**

5. Interruption Over 72 hours:

Credit will be allowed in 2 day multiples for each full 24 hour period of interruption or fraction thereof. No more than 30 day's credit will be allowed for any period of 1 month.

C. Limitation on Allowances

No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company.
2. Interruption due to the failure or malfunction of non-Company equipment.
3. Interruptions of service during any period in which the Company is not given access to the premises for the purpose of investigating and correcting interruptions.
4. Interruptions of service during any period when the Customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
5. Interruption of service due to circumstances or causes beyond the control of the Company.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 16 – Service Connection and Facilities on Customers' Premises**

- A. If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- B. The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- C. The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- D. The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 17 – Measurement of Service**

- A. Where the charges for service are specified based upon distance, the following rules apply:

Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. (“NECA”) TARIFF F.C.C. No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4 is revised to include certain Company wire centers; the airline distance will be determined utilizing the applicable "V" (vertical) and "H" (horizontal) coordinates on an individual case basis.

The airline distance between any two wire centers is determined as follows:

1. Obtain the "V" and "H" coordinates for each wire center from the above-referenced NECA tariff.
2. Compute the difference between the "V" coordinates of the two wire centers; and the difference between the two "H" coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the "V" difference and the square of the "H" difference obtained in step (3).
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7. FORMULA: 
$$2 \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 18 – Telephone Number Changes**

- A. When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.
- B. The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.
- C. When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.
- D. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.
- E. A Customer who wishes to retain his or her existing telephone number when that Customer changes his or her local service provider from the Company to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding. See the Company's tariff.



**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 19 – Limitation of Liability**

- A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Rule 10, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point (as defined in Rule 25), including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed the an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- E. The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
  - 1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 19 – Limitation of Liability (continued)**

2. For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the rate schedule of this tariff and/or the applicable tariff schedules of AT&T California, Verizon California, Inc., Roseville Telephone Company, and Citizens Telephone Company, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
3. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
5. For listing in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

**F. Loss Arising From Non-Delivery of Written Messages**

The Company shall be liable for loss or damage that may occur in the course of the employment of any messenger not to exceed twenty-times the charge for such messenger service, and shall be liable for loss or damage that may occur in the transmission of any message over its lines not to exceed the amount received for sending same.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 19 – Limitation of Liability (continued)**

G. Errors in Information Furnished by Directory Assistance Operators

The Company shall allow a credit for errors in telephone numbers or other information furnished by the Directory Assistance Operators of AT&T California, Verizon California, Inc., Roseville Telephone Company, and/or Citizens Telephone Company. in accordance with the applicable tariff schedules of the relevant Directory Assistance Operator an amount not in excess of the charge for a call to Directory Assistance, dialed direct or placed through another utility operator (i.e. "O" operator) as appropriate to the call on which the error occurred. For direct dialed calls, the credit will only apply if the Customer has exceeded their allowance and incurred a charge.

H. Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or customer's service.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 20 – Use of Service**

- A. Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All rights, title and interest to such items remain, at all times, solely with the Company.
- C. Any service provided under this Tariff may be resold to or shared jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- D. Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariffed cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.
- E. The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition.
- F. Unauthorized Use
  - 1. Service shall not be used to make unlawful expression, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.
  - 2. Service shall not be used for any purpose in violation of law.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 21 – Responsibility of the Customer**

- A. The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all Calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- B. Except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, the Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees, including reasonable attorneys' fees, incurred by the Company in its defense against such actions.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 22 – Special Construction**

A. Basis for Charges

Special Construction Charges apply where the Company furnishes a facility or a service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

1. Nonrecurring charges;
2. Recurring charges
3. Termination liabilities; or
4. Combination of (1), (2) and (3)

B. To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specifically constructed at the request of a Customer.

1. The period on which the termination liability is based is the estimated service life of the facilities provided.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 23 – Non-routine Installation and/or Maintenance**

- A. At the Customer's request, installation/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 24 – Individual Case Basis (ICB) Arrangement**

- A. Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. ICB arrangements will be filed pursuant to CPUC rules in G.O. 96-B.



**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 25 – Service for the Deaf and Disabled**

- A. The Company will provide Customers with access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. The Company will provide access to both of these services through arrangements with an Inter-Exchange Company.
- B. The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.
- C. Only intrastate Calls can be completed using the California Relay Service under the terms and conditions of these tariff schedules.
- D. The following Calls may be placed through the Relay Service:
  - 1. Calls to informational recordings and group bridging service;
  - 2. Calls to time or weather recorded messages;
  - 3. Station sent paid calls from coin telephones; and
  - 4. Operator-handled conference service and other teleconference calls.
- E. The Company will impose a surcharge to all Customers for this service at a level determined by the Commission.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 26 – Emergency Telephone Number Service (911 Service)**

- A. Emergency Telephone Services (Enhanced 911) allows Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency Call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call. The Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers. The telephone user who dials the 911 number will not be charged for the call.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 27 – Change of Service Providers**

A. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company, or its agents, of Customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Solicitations by the Company, or its agents, must conform with California Public Utilities Code Section 2889.5. All solicitations sent by the Company or its agents to Customers must be legible and printed in a minimum type size type of 10 points. A penalty or fine of up to \$500 may apply for each violation of this Rule.

B. Unauthorized Service Termination and Transfer ("Slamming")

The Company will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to its own service. The Company is responsible for the actions of its agents that solicit unauthorized service termination and transfers and in such cases shall restore the Customer's service to the 1st Revised carrier without charge to the Customer. All billings during the unauthorized service period shall be refunded to the Customer. A penalty or fine of up to \$500 payable to the CPUC may apply to each violation of the Rule. As prescribed under Public Utilities Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. The carrier responsible for the unauthorized transfer will reimburse the 1st Revised carrier for the reestablishing service at the tariff rate of the 1st Revised carrier

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 28 – Privacy**

- A. The release by the Company of non-public Customer information is restricted by the decisions and regulations promulgated by the CPUC as well as the California Public Utilities Code, specifically Decision 92860, as modified, and Public Utilities Code Sections 2891, 2891.1, and 2893.

For each new customer, and on an annual basis for continuing customers, Company shall provide in writing a description of how the carrier handles the customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the customer.

CLCs are subject to the credit information and calling record privacy rules set forth in Appendix B of Decision nos. 92860 and 93361, except as modified by Decision Nos. 8306-066, 83-06-073, and 83-09-061.

- B. Furthermore, the Company may have occasion to sell or license lists of its residential Customers. In the event that the Company does provide such information to third parties, such lists will not include the telephone numbers of any Customer assigned an unlisted or unpublished number without the Customer's written permission.

- C. Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to non-published number, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to Lifeline service to other certified California utilities for use in outreach programs directed towards low-income subscribers.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 28 – Privacy (continued)**

Appendix B of CPUC Decision 93361, as modified by subsequent decisions, sets forth the privacy rules for credit information and calling records. This Appendix is reprinted below in its entirety.

APPENDIX "B"

Release of Credit Information and Calling Records

A. Definitions

1. Credit Information

A subscriber's credit information is the information contained in the subscriber's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, subscriber's social security and/or driver's license number, billing name, location of previous service. Not included in subscriber credit information for purposes of these rules are: non-published subscriber information, or subscriber's name, address, and telephone number as listed in the telephone directory.

2. Calling Records

Calling records are the records of calls made from a subscriber's telephone no matter how recorded and regardless of whether such information appears in the subscriber's monthly telephone service bill. Toll records and pen registers are examples of calling records.

B. Release of Subscriber Credit Information and Calling Records

A subscriber's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

1. Upon receipt of a search warrant obtained pursuant to California or federal law, or

2. Upon making a return to a subpoena or subpoena *duces tecum*, when in fact authorized by a state or federal judge to divulge the information or records.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 28 – Privacy (continued)**

3. In the case of civil or administrative subpoenas, upon notifying the subscriber that a subpoena has issued and affording that subscriber at least ten days to move to quash the subpoena, or
  4. Upon receiving permission of the subscriber to release the information.
- C. Notification to the Subscriber
1. Except as provided below, the subscriber whose credit information or calling records are requested by judicial subpoena or search warrant shall be notified by the utility by telephone the same day that the subpoena or search warrant is received (only one attempt by telephone is necessary.) Telephone notification, whether successful or not, shall be followed by written notification within twenty four hours after the receipt of the subpoena or warrant.
  2. Both oral and written notification shall state that a judicial subpoena or search warrant was received for credit information or calling records, for the specified dates and telephones numbers, and provide the name of the agency making the request.
- D. Deferral of Notification
1. Notification to the subscriber will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is probable cause to believe notification to the subscriber would impede the investigation of an offense pursuant to which the subpoena or warrant was issued. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the subscriber of receipt of the subpoena before divulging the information or records requested.
  2. The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the subscriber would impeded the investigation (of an offense pursuant to which the subpoena or warrant was issued).

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 28 – Privacy (continued)**

3. Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, of that person is unavailable, be another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
  4. Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the subscriber in accordance with (C) above.
- E. Exception to Procedure for Release or Credit and Calling Records
1. The procedure set forth above does not apply where the requester is a collection agency working for the utility on the subscribers account or is an independent telephone company or Bell Company.
- F. Retention of Records
1. Records request for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the subscriber is notified in writing of the request. A copy of the letter of notification which was sent to the subscriber shall also be retained for a like period of one year.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 29 – Nonpublished Service; Release of Information**

CPUC Decision Nos. 92860 and 93361, in Case No. 10206, required that each communication utility, operating under the jurisdiction of the CPUC, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules.

Accordingly, Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

APPENDIX "A"

Nonpublished Service

- A. Definition of nonpublished service: Upon a customer's request, customer name, address, and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agency provided the requesting agency complies with the rules herein established for the release of nonpublished information.
- B. Agencies authorized to receive information:
1. Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof
  2. An agency of the federal government which is lawfully authorized to:
    - a. Conduct investigations or make arrests for violations of the criminal laws of the United States, or
    - b. Prosecute violations of the criminal laws of the United States, or
    - c. Enforce civil sanctions which are ancillary to criminal statutes, or
    - d. Conduct investigations into matters involving the national security of the United States, or



**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 29 – Nonpublished Service; Release of Information (continued)**

- e. Protect federal or foreign officials, or
- f. Protect public health and safety, or
- g. Conduct emergency rescue operations.
- 3. Any public health agency of the State of California or of a city, county, or other local government.
- 4. County or city 91 1 projects.
- 5. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
- 6. Collection agency, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of unpaid debts.
- 7. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
- C. Procedure for release of nonpublished information to authorized agency.
  - 1. A telephone utility shall only provide nonpublished information to persons within authorized agencies who are either
    - a. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof and who are lawfully engaged in a criminal investigation in their official capacity, or
    - b. Health officers, who are acting in their (official capacity and are lawfully investigating a matter involving a serious communicable disease or life-threatening situation, or
    - c. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in B.2 preceding, or
    - d. Employees or a county or city 911 project when acting in an official capacity; or
    - e. Employees of an agency listed in B.5 preceding when engaged in an investigation involving arson or when engaged in firefighting duties in which there is immediate peril to life or property.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 29 – Nonpublished Service; Release of Information (continued)**

2. Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.

3. Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information the telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the utility only on a call-back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter confirming the request.

**D. Notification of Customer**

1. The telephone utility shall not notify a customer regarding the release of customer, nonpublished information unless the customer contacts the utility and specifically requests to know whether their nonpublished information has been released.

2. When a customer inquires of the utility whether their nonpublished information has been released, the customer shall be informed that information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release nonpublished information, the customer will receive no communication from the utility.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 29 – Nonpublished Service; Release of Information (continued)**

3. If requesting agency certifies that disclosure to a customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.
4. The one-year period of nondisclosure shall be extended to successive one-year periods upon new written certification by the agency in each instance.
5. If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been a request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received this information.

**E. Exception for Health Officers**

No notification shall ever be made to a customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certified that disclosure to the customer could violated a client's or contacts right of privacy and confidentiality.

**F. Release of information to Interexchange Carriers**

The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing, or service purposes as set forth in this tariff or incorporated by reference herein.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 29 – Nonpublished Service; Release of Information (continued)**

G. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the customer be withheld, the telephone utility shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

H. Unsolicited Telephone Efforts

The utility will not contact nonpublished residence customers by telephone using unlisted number(s) for unsolicited sales efforts.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 30 – Legal Requirements for Refusal or Discontinuance of Service**

California Public Utilities Commission's Decision No. 91188, in Case No. 4930, requires that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "B" of that decision as a part of the rules in the Utility's tariff schedules. Accordingly, Appendix "B" of Decision No. 91188, Case No. 4930, is quoted herein:

“Appendix B”

1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized, official of a law enforcement agency of a writing, signed by a magistrate as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrates writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety or welfare will result.
2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of hearing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of or as a result of any matter or thing done or threatened to be done pursuant to the provisions of this rule.
3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 30 – Legal Requirements for Refusal or Discontinuance of Service (continued)**

4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to Present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both
  - (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law, and that the character of such acts is such that absent immediate and summary action in the premises significant danger to public health safety or welfare will result, and
  - (2) the burden of persuading the Commission that the service should be refused or should not be restored.
5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles offices concerning any provision of this rule.
6. At the expiration of fifteen days after refusal or disconnection of service pursuant to paragraph I of this rule the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber.

Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 30 – Legal Requirements for Refusal or Discontinuance of Service (continued)**

7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
8. The term person, as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
9. The term “communications utility,” as used herein, includes a “telephone corporation” and a “telegraph corporation” as defined in Division I of the California Public Utilities Code.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 31 – Directories**

- A. The Company will make one printed directory available to each Customer at no charge. Directories are composed of alphabetical name and street address listings. Such directories will be supplied by the incumbent local exchange carrier or other third party. Additional directories will be provided at charges specified in the rate schedule of this tariff.

Primary service listing of the customer will be provided at no charge. The customer may request additional listings and non-published listings from Utility at a nominal monthly rate. Nonpublished Service will remove customer information from both the published directory and directory assistance database.



**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 32 – Demarcation Points**

A. Responsibilities

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

B. Local Loop Demarcation Point

1. The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intrabuilding network cable (INC), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

2. The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.
3. The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph 4 following. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 32 – Demarcation Points (continued)**

4. Exceptions:
  - a. Emergency Reporting Services (E911/91 1): The demarcation point is at the Company-provided terminal equipment, including the equipment where the equipment has been provided by the Company.
  - b. Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the terminal equipment where the equipment has been provided by the Company.
  - c. Company-provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the end-user or building owner, and includes the equipment.
  - d. If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (generally known as "Direct Feed"), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from one location to another location.
  - e. Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 32 – Demarcation Points (continued)**

- f. Carrier Points of Presence ("POP"): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

**C. INC Demarcation Point**

1. The Intrabuilding Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the end-user's responsibility to provide inside wire, standard jacks, and Customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the end-user.
2. The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 following and B.4 preceding.
3. Where there is no intrabuilding network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

**D. Inside Wire Demarcation Point**

1. The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
2. The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and CPE trouble isolation, begins where the Customer's inside wire connects to the INC, where there is no INC, the Inside Wire Demarcation Point is the MPOE.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 32 – Demarcation Points (continued)**

E. Continuous Property

1. Continuous Property is land which is
  - a. wholly owned by a single individual or entity, regardless of whether the owner leases<sup>1</sup> all or a portion(s) of the property to another and
  - b. which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare<sup>2</sup> or the property of another.
2. There are three basic types of Continuous Properties:
  - a. Single-tenant commercial in which one owner or tenant occupies all building.
  - (b) Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.
  - (c) Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.
  - (d) Single-family homes and properties within which a portion(s) of the land is owned by separate entities and a portion(s) is owned by the entities in common such as townhomes and homes in gated communities do not constitute Continuous Property.

<sup>1</sup> The property retains its character as Continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, e.g., apartment buildings or complexes. Condominiums also are Continuous Property.

<sup>2</sup> A "public thoroughfare" is a street, road or other means of passage across property which is not subject to restrictions on ingress, egress or boundaries.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 32 – Demarcation Points (continued)**

3. Continuous Property
  - a. For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.
  - b. It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer's request and expense, provide INC.
4. Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in Cal. P.U.C. Schedule CLC 2-T, Page No. 5, except as provided in B.4 preceding.
5. The INC and Inside Wire Demarcation Points are located as described in B. and C. preceding.
6. At the request of a property owner, the Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owner property and (b) railroad rights-of-way and extensive, privately owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property provided that it had the characteristics of Continuous Property, e. (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

**COMPETITIVE LOCAL CARRIER**

**Rules**

**Rule 33 – Blocking Access to 900 and 976 Information Services**

- A. At the request of the Customer, the Company will block Customer's access to 900 and 976 pay-per-call telephone information services at no charge on a per-line basis. The Company will inform the Customer of the availability of blocking service at the time service is initially ordered. This blocking service shall be made available free of charge to residential customers, although the Company may impose a charge if the customer asks for deactivation of blocking.

**COMPETITIVE LOCAL CARRIER**

Section 1 – CONNECTION CHARGES

1.1 CONNECTION CHARGE

1.1.1 General

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or different location; or (d) restoration of service after suspension or termination. Connection Charges are listed with each service to which they apply.

Charges for Service Connection include:

- A. Service Charge or Record Order Charge
- B. Premises Visit Charge
- C. Central Office Line or Port Charge or Line or Port Change Charge
- D. Installation Charges for jacks used as a Network Interface Standard Network Interface Installation Charge Network Interface Installation Charge
- E. Telephone Installation Charge

All charges may not be applicable in all cases.

The general application of these charges is as follows:

A. A Service Order Charge applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer. The charge recovers the cost of receiving, recording, and processing a customer's request for service. The Service Charge applies for connections, moves, changes of equipment or service, changes of telephone number and wherever line or port, installation, connection, initial or other one time charges apply, except where otherwise specified.

B. A Premises Visit Charge applies per customer order when the company must dispatch an employee to complete a customer-requested installation or service change. A Premises Visit Charge applies per customer order for all work or services ordered to be provided at one time, on the same premises, for the same customer or to deliver telephones or items of supplemental equipment requested by the customer. When more than one visit is required to complete the work ordered, only one Premises Visit Charge applies. A Premises Visit Charge applies to each premises visited to connect a line between different buildings on different premises, whether or not mileage charges are applicable to such lines.

**COMPETITIVE LOCAL CARRIER**

Section 1 – CONNECTION CHARGES (Cont'd)

1.1 CONNECTION CHARGE (Cont'd)

1.1.1 General (Cont'd)

- C. A Central Office Line or Port Charge applies to the connection of lines and mileage circuits as follows:

Access Channel or Port (Central Office Termination), Individual Line or Port, Auxiliary Line or Port, Intercept Line or Port, Off-Premise Line or Port, Trunk or Trunk Port, Centrex Line or Port, Centralized Switching or Centralized Switching Port, Party Line, Public Access Line or Port

1.1.2 Exceptions to the Charge

- A. No charge applies for a change to service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.
- B. No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.
- C. The Company may from time to time waive or reduce the charge as part of a promotion. See Section 3.4.

1.2 RESTORAL CHARGE

A restoral charge applies each time a service is reconnection after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 1 of this Tariff.



**COMPETITIVE LOCAL CARRIER**

Section 1 – CONNECTION CHARGES (Cont'd)

1.3 MOVES, ADDS AND CHANGES

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work has been done by the Company.

The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Change – including rearrangement or reclassification – of existing service at the same location.

**COMPETITIVE LOCAL CARRIER**

Section 1 – CONNECTION CHARGES (Cont'd)

1.4 RECORD ORDER CHARGE

A Record Order Charge applies for work performed by the Company in connection with receiving, recording, and processing customer requests where only changes in telephone company records are involved. Record Order Charges apply to the following.

- A. addition of directory listings
- B. change in listed name
- C. change of address
- D. change of billing party
- E. change in listed service to non-published service, not involving a change of telephone number.

A Record Order Charge does not apply when a Service Order charge also applies.

1.5 CHARGES ASSOCIATED WITH PREMISES VISIT

1.5.1 Terms and Conditions

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

**COMPETITIVE LOCAL CARRIER**

Section 1 – CONNECTION CHARGES (Cont'd)

1.5 CHARGES ASSOCIATED WITH PREMISES VISIT (Cont'd)

1.5.1 Terms and Conditions (Cont'd)

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11C, RJ14C, RJ11W, and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

1.5.2 Trouble Isolation Charge

When a visit to the customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

**COMPETITIVE LOCAL CARRIER**

Section 1 – CONNECTION CHARGES (Cont'd)

1.5 CHARGES ASSOCIATED WITH PREMISES VISIT (Cont'd)

1.5.3 Inside Wire Maintenance and Installation

The customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

A. Inside Wire Installation Charge

Charge to be billed will be based on the actual time and materials charges incurred when the customer requests new wire and jack installation or requests existing wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

B. Inside Wire Maintenance Charge

The Inside Wire Maintenance Charge applies when a customer requests wire and jack maintenance. Charge to be billed based on the actual time and materials charges incurred when a customer requests maintenance of wiring.

1.6 PRIMARY INTEREXCHANGE CARRIER CHANGE CHARGE

The customer will incur a charge each time there is a change in the long distance carrier associated with the customer's line after the initial installation of service.

**COMPETITIVE LOCAL CARRIER**

Section 2 – INTRALATA TOLL USAGE AND MILEAGE CHARGES

2.1 General

2.1.1 Description

IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this Tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling included the following types of calls: direct dialed, calling card, collect, 3<sup>rd</sup> number billed, special toll billing, requests to notify of time and charges, person to person calling and other station-to-station calls.

2.1.2 Classes of Calls

Service is offered as two classes: station-to-station calling and person-to- person calling.

A. Station-to-Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.

B. Person-to-Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person-to-person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

**COMPETITIVE LOCAL CARRIER**

Section 2 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

2.2 TIMING OF CALLS

2.2.1 General

Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.

2.2.2 Station-to-Station

For station-to-station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

2.2.3 Person-to-Person

For person-to-person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

2.2.3 End of Call Timing

Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released with by automatic time equipment in the telephone network or by the Company operator.

2.2.5 Multiple Time Periods

Calls originating in one time period as defined in Section 2.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

2.2.6 Local Time

All times refer to local time.

**COMPETITIVE LOCAL CARRIER**

Section 2 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

2.3 TIME PERIODS DEFINED

Time periods are defined within the applicable rate sections.

2.4 REGULATIONS AND COMPUTATION OF MILEAGE

Calls for which rates are mileage sensitive are rates on the airline distance between the originating rate center and the terminating rate center.

2.4.1 Originating Rate Center

A customer's primary local exchange number included an NXX code that is associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center.

2.4.2 Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

2.4.3 Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between any two rate centers is determined as follows:

**COMPETITIVE LOCAL CARRIER**

Section 2 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

2.4 REGULATIONS AND COMPUTATION OF MILEAGE (Cont'd)

2.4.3 Calculation of Mileage (Cont'd)

Airline mileage, where mileage is the basis for rating calls, is obtained by using the “V” and “H” coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the “V” and “H” coordinates for each location. The “V” coordinate is the first four digits in the “VH” column. The “H” coordinate is the next four digits.
- b. Obtain the difference between the “V” coordinates of each of the locations. Obtain the difference between the “H” coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the “V” difference and the “H” difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$2 \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$



**COMPETITIVE LOCAL CARRIER**

Section 2 – INTRALATA TOLL USAGE AND MILEAGE CHARGES (Cont'd)

2.5 CALL CHARGES

Rates are based on the duration of the call as measured according to the Section 2.2 above, time of day rate period of the call as described in Section 2.3 and the airline mileage between points of the call as described in Section 2.4. In addition, where live or automated operator assistance is required for call completion or billing, a per call service charge applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3<sup>rd</sup> number billing), or to an authorized calling card.

2.5.1 Usage Charges:

A. Business Two-Point Message Toll Service

See Rate schedule in Section 10 of this Tariff.

B. Residence Two-Point Message Toll Service

See Rate schedule in Section 10 of this Tariff.

2.5.2 Per Call Service Charges

The service charges listed in the Rate Schedule specified in Section 10 of this Tariff apply to intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES

3.1 CUSTOM CALLING SERVICE

3.1.1 General

The features in this section are made available on an individual basis or as part of multiple features packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

3.1.2 Description of Features

A. Three Way Conference, Consultation, Transfer

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and from a three-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the 1st Revised call.

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.1 CUSTOM CALLING SERVICE (Cont'd)

3.1.2 Description of Features (Cont'd)

B. Call Forwarding (Cont'd)

Call Forwarding – Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding – Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding – Variable allows the customer to choose to reroute the incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

C. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

D. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.1 CUSTOM CALLING SERVICE (Cont'd)

3.1.2 Description of Features (Cont'd)

E. Multiline Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group. Circular and uniform hunting can also be selected.

Hunt group charges apply to sequential, circular and uniform hunting and queuing with announcement per queue slot.

F. Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

G. Blocking Service or a telephonic block can only be removed pursuant to a written request by the customer of record, or the customer of record providing the correct password over the telephone, or by request made in person by such customer. The customer of record can provide a personal password to use to remove blocking service at the time blocking service is established.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.1 CUSTOM CALLING SERVICE (Cont'd)

3.1.3 Rates and Charges

A. Monthly Rates

Rates for this service are located in Section 10.

B. Connection Charges (Nonrecurring Charges)

Connection charges may apply when a customer requests connection to one or more customer calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rate Schedule in Section 10 of this Tariff.

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.4, Service and Promotional Trials, below.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.2 CLASS SERVICES

3.2.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

3.2.2 Description of Features

A. Caller ID/Block Caller ID

The Caller ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and/or screen incoming calls. Caller ID records the name, number, date and time of each incoming call – including calls that aren't answered by the customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide necessary CPE.

B. Automatic Callback

The Automatic Callback feature allows a customer to automatically Callback the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then Callbacks the call from the customer.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.2 CLASS SERVICES (Cont'd)

3.2.2 Description of Features (Cont'd)

B. Automatic Callback (Cont'd)

The Automatic Callback feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Callback feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically called back and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Called back:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

C. Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.2 CLASS SERVICES (Cont'd)

3.2.2 Description of Features (Cont'd)

D. Call Trace

Call Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

E. Selective Call Acceptance, Forwarding, Rejection

Selective Calling affords the customer the ability to specify which of several phones on a line is to receive a message.



**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.2 CLASS SERVICES (Cont'd)

3.2.3 Rates and Charges

A. Monthly Rates

Rates for this service are located in Section 4, Residential Network Switched Services, and Section 5, Business Network Switched Services.

B. Connection Charges (Nonrecurring Charges)

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rate Schedule in Section 10 of this Tariff.

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.4, Service and Promotional Trials, below.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.3 CENTREX SERVICE

3.3.1 General

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

3.3.2 Description of Features

A. Three Way Conference, Consultation, Transfer

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and from a three-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the 1st Revised call.

B. Call Pickup

This feature allows a user to answer any call within an associated preset pickup group. If more than one line in the pickup group has an unanswered incoming call, the call to be answered is selected by the switching system. Call Pickup answers a call that has been directed to another station within the same preset Call Pickup group.

C. Call Transfer – All Calls

Call Transfer allows a station user to transfer an established call to another station. The station from which the call is transferred will be assessed any long distance charges incurred as a result of the transfer.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.3 CENTREX SERVICE (Cont'd)

3.3.2 Description of Features

D. Directed Call Pickup with Barge-In

This feature answers calls directed to a specific line from any other telephone line in the user group.

E. Directed Call Pickup without Barge-In

This feature is identical to the Directed Call Pickup with Barge-In except, if the line being picked up has already been answered, the party dialing the pickup code is routed to reorder (i.e., fast busy) rather than permitted to barge in on the established connection and create a three-way call.

F. Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The pattern is based on whether the call is from within the station group, external to the station group, forwarded from the attendant position, or from a station with the Call Waiting feature.

G. Distinctive Ringing/Call Waiting Tone (Centrex Only)

This feature applies a distinctive ringing or call waiting tone that enables a user to determine the source of an incoming call. The pattern is based on whether the call is from within the station group, external to the station group, forwarded or extended from the attendant position, or from a station within the Call Waiting feature.

H. Regular Multiline Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.3 CENTREX SERVICE (Cont'd)

3.3.2 Description of Features (Cont'd)

I. Circular Hunting

This feature (similar to regular hunting) is a line hunting arrangement that allows all lines in a multi-line hunt group (MLHG) to be tested for busy, regardless of the point of entry into the group. When a call is to a line in MLGH, a regular hunt is performed starting at the station associated with the dialed number. It continues to the last station in the MLHG, then proceeds to the first station in the group and continues to hunt sequentially through the remaining lines in the group. Busy tone is returned if the 1st Revised called station is reached without finding a station that is idle.

J. Speed Calling (Centrex Only)

This feature allows a user to dial selected numbers using one and two digits. Up to either telephone numbers may be selected.

K. Terminal Group and Station Restriction (Centrex Only)

This feature defines a station's network access capability, either individually within a Centrex group, or for the group as a whole. It defines the Centrex group and what level of access a station will have; i.e. intragroup only, toll restriction, etc.

L. Series Completion

This feature is a form of hunting similar to the multiline hunt group hunting and the Call Forwarding Busy Line feature. It allows calls to be made to a busy directory number to be routed to another specified directory number. The series completion hunt begins with the 1st Revisedly dialed member of the series completion group, and searches for an idle directory number from the list of directory numbers.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.3 CENTREX SERVICE (Cont'd)

3.3.2 Description of Features (Cont'd)

M. Uniform Call Distribution (Uniform Hunting) (Centrex Only)

This feature is a hunting arrangement that assigns incoming calls uniformly among the stations in the group.

N. Account Codes

This feature adds an account number (code) to an Automatic Measured Accounting (AMA) and/or Measured Detail Recording (MDR) record for assigning customer charges. The number of digits in a customer's account code group will be defined by the Company.

O. Terminal Group and Station Restriction

This feature defines a station's network access capability either individually within a Centrex group or for the group as a whole. It defines the Centrex group and what level of access a station will have; i.e., intragroup only, toll restriction, etc.

P. Uniform Call Distribution (Uniform Hunting)

This feature is a hunting arrangement that assigns incoming calls uniformly among the stations in the group.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.3 CENTREX SERVICE (Cont'd)

3.3.2 Description of Features (Cont'd)

Q. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding – Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding – Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding – Variable allows the customer to choose to reroute the incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

R. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.3 CENTREX SERVICE

3.3.3 Rates and Charges

A. Monthly Rates

Rates for this service are located in Section 10, Residential Network Switched Services, and Section 10, Business Network Switched Services.

B. Connection Charges (Nonrecurring Charges)

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

See Rate Schedule in Section 10 of this Tariff and Appendix A.

C. Trial Period

The Company may elect to offer a free or reduced rate trial of any new CLASS feature(s) to prospective customers within 90 days of the establishment of the new feature. See 5.4, Service and Promotional Trials.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.4 SERVICE AND PROMOTIONAL TRIALS

3.4.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring and recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

3.4.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.



**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.4 SERVICE AND PROMOTIONAL TRIALS

3.4.2 Regulations (Cont'd)

- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

3.5 BUSY LINE VERIFICATION AND INTERRUPT SERVICE

3.5.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

3.5.2 Rate Application

- A. A Verification Charge will apply when:
  - 1) The operator verifies that the line is busy with a call in progress,  
or
  - 2) The operator verifies that the line is available for incoming calls.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.5 BUSY LINE VERIFICATION AND INTERRUPT SERVICE (Cont'd)

3.5.2 Rate Application (Cont'd)

- B. Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

See Rate Schedule in Section 10 of this Tariff.

- C. No charge will apply when the calling party advises that the call is from an official public emergency agency.

3.6 TRAP CIRCUIT SERVICE

3.6.1 General

Trap Circuit Service is designed to allow the customer to control the release of an incoming call so that in situations involving emergency or nuisance calls, calls may be held and traced.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.5 BUSY LINE VERIFICATION AND INTERRUPT SERVICE (Cont'd)

3.6.2 Regulations

- A. This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.
- B. The customer shall be required to sign a written request for this service. By signing the request the customer shall release the Company from any liability, and the customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be in emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.
- C. The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.
- D. The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service.

3.6.3 Rates

Upon request for this service, the monthly charge to the customer will be increased by any charges incurred by the Company for the provision of this service.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.7 DIRECTORY ASSISTANCE SERVICE

3.7.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

3.7.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- A. Calls from pay telephones.
- B. Requests for telephone numbers of non-published service.
- C. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- D. Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlines under "Handicapped Person" in Section 6 of this Tariff, up to a maximum of 50 requests per month.

3.7.3 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

See Rate Schedule in Section 10 of this Tariff.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.8 LOCAL OPERATOR SERVICE

Local calls may be completed or billed with the live or mechanical assistance by routing the call to the underlying carrier's operator services. Calls may be billed collect to the called party, to an authorized 3<sup>rd</sup> party number, to the originating line, or to a valid authorized calling case. Local calls may be placed on a station-to-station basis or to a specified party (see Person-to-Person) or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service.

See Rate Schedule in Section 10 of this Tariff and Appendix A.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.9 STAND ALONE VOICE MAIL

3.9.1 Description

Stand Alone Voice Mail Service is offered to a customer when a physical Service Line is not necessary. The customer must access Voice Mail through the use of other network access service provided by the Company or other telecommunications common carriers. Such access, including applicable local usage and toll charges, is the responsibility of the Voice Mail Service customer. Voice mail that is offered in conjunction with the line-based service is offered pursuant to the terms specified in the applicable section of this Tariff pertaining to the associated line-based service.

3.9.2 Recurring and Nonrecurring Charges

See Rate Schedule in Section 10 of this Tariff.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.10 BLOCKING SERVICE

3.10.1 General

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

- A. 900, 700 Blocking – allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- B. 900, 971, 974, & 700 Blocking – allows the subscriber to block all calls beginning with 900, 971, 974 and 700 prefixes from being placed.
- C. Third Number Billed and Collect Call Restriction – provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- D. Toll Restriction (1+ and 0+ Blocking) – provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.
- E. Toll Restriction Plus – provides subscribers with Toll restriction, as described in 1.d. of this Section, and blocking of 411 calls.
- F. Direct Inward Dialing Blocking (Third Party and Collect Call) – provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.10 BLOCKING SERVICE (Cont'd)

3.10.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

3.10.3 Rates and Charges

See Rates Schedule in Section 10 of this Tariff.

Connection charges apply as specified in Section 1 of this Tariff.



**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.11 CUSTOMIZED NUMBER SERVICE

3.11.1 General

- A. Customized Number Service allows a customer to order a specified telephone number rather than the next available number.
- B. Customized Number Service is furnished subject to the availability of facilities and requested telephone numbers.
- C. The Company will not be responsible for the manner in which Customized Numbers are used for marketing purposes by the customer.
- D. When a new customer assumes an existing service which includes Customized Number Service, the new customer may keep the Customized Number, at the Listed rate, with the written consent of the Company and the former customer.
- E. The Company reserves and retains the right:
  - 1) To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;
  - 2) Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Tariff;
  - 3) To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.
  - 4) The limitation of liability provisions of this Tariff in Section 2.1.2 are applicable to Customized Number Service.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.11 CUSTOMIZED NUMBER SERVICE

3.11.2 Conditions

- A. Charges for Customized Number Service apply when a customer:
- 1) Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of request.
  - 2) Requests a number change from the customer's present number to a Customized Number.
- B. The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

See Rate Schedule in Section 10 of this Tariff.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.12 CUSTOMER REQUESTED SERVICE SUSPENSIONS

3.12.1 General

At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

3.12.2 Rates and Charges

The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

<u>Period of Suspension</u>	<u>Charge</u>
- First Month or Partial Month (no reduction)	Regular Monthly Rate
- Each Additional Month (up to the one-year limit)	½ Regular Monthly Rate

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.13 REMOTE CALL FORWARDING SERVICE

Service Area: Where facilities are available, the service area is defined by the NPA-NXX Codes and Exchanges listed below.

Local Calling Area: Exchanges and zones included in the local calling area for the NXX designations are specified below. NXXs associated with each particular exchange or zone may be found in the directory listings directory published by the incumbent local exchange carrier in the Customer's exchange area.

3.13.1 General

Remote Call Forwarding (RCF) is a local exchange service that utilizes a telephone number and Electronic Central Office facilities by which all incoming calls to the RCF telephone number are forwarded automatically to the subscriber's central office line in the same exchange as the RCF number or in a different exchange or to an inward WATS (800 Service) access line.

3.13.2 Regulations

- A. Remote Call Forwarding service is offered in Electronic offices where facilities permit.
- B. RCF paths may be used singly, in groups, or as overflow paths for foreign exchange trunk groups. Only one forwarding number is permitted per group.
- C. Remote Call Forwarding is not offered where the terminating number is a coin telephone.
- D. Identification of the originating telephone number is not provided to the Remote Call Forwarding customer.
- E. Transmission may not be satisfactory on all calls.
- E. Remote Call Forwarding is not represented as suitable for the transmission of data.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.13 REMOTE CALL FORWARDING SERVICE (Cont'd)

3.13.2 Regulations (Cont'd)

- G. [Reserved]
- H. Remote Call Forwarding is provided on condition that the customer subscribe to sufficient RCF paths and terminating facilities to adequately handle calls to the RCF customer without interfering with or impairing any other services offered by the Company.
- I. The minimum charge for the RCF Service is the monthly rate for one month plus the Service Connection Charge.
- J. Charges for the call to the Remote Call Forwarding directory number shall be paid by the calling party.
- K. Each RCF group is entitled to one alphabetical and one classified listing at no additional charge in the directory which serves the associated RCF central office. Overflow paths associated with foreign exchange trunk groups are not listed. All other listing regulations for business individual lines apply, except that no charge applies for non-published service in connection with RCF.

3.13.3 Rates and Charges

In addition to the rates specified in Section 10 of this Tariff, the subscriber to Remote Call Forwarding is responsible for dial type (DDD) station-to-station local and toll charge applicable to calls transferred from the forwarding location to the terminating location. The charge applies for each call answered, including person-to-person and collect calls which are refused at the terminating location. For calls transferred within the same local calling area, the message rate schedule for business service in the RCF central office applies. In exchanges where only flat rate service is furnished, the charge for each local call transferred is a Rate Band 1 (A) charge. No allowance for local calls is included in the RCF monthly rate.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.14 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Subscriber loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a 23B+D configurations with 23 64Kbps Bearer (B) digital channels and one 64 Kbps Data (D) digital channel. The B channels are designed for voice, data, image, and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

PRI is provided through standard four wire DS-1 (1.5 Mbps) point to point, private line facilities that enables Subscriber control of the 24 individual channels. PRI supports 1+, 0+, 7 digit and 10 digit IntraLATA and InterLATA services, as well as 01+ and 011+ international calling. PRI allows Subscribers to direct InterLATA voice, data and video over the Public Switched Telephone Network to the pre-subscribed IXC carrier of their choice, as well as 10XXX casual dialing. PRI also allows access to Public Switched Network services, such as Two-Way, Incoming Only, Outgoing Only and DID

Multiple PRI interfaces can be combined to function as one group. Utilizing a Backup D Channel arrangement, Subscribers are able to link up 20 DS-1s together, providing a maximum of 479 64Kbps B Channels controlled by a single D (signaling) channel.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.15 OPERATOR CALL COMPLETION

3.15.1 General

- A. This service provides customers who have received a requested IntraLATA telephone number from directory assistance service, the option of having an intraLATA call dialed and completed to that requested telephone number, where suitable facilities exist.
- B. Operator Call Completion is available with all telephone numbers in the Company's directory assistance service data base except the following numbers:
  - 1. InterLATA numbers
  - 2. 700, 800, and 900 numbers
  - 3. 976 and 540 (IDS)
  - 4. 920 and 970 (Circuit 9 service) numbers
  - 5. 550 (GBS) numbers
  - 6. Nonpublished service numbers
- C. For customers requesting more than one directory assistance number, the Operator Call Completion option is available only to the last telephone number requested.
- D. This service is available to residence and business customers on a direct billed, collect, billed to third number or calling card basis.

3.15.2 Application of Rates and Charges

- A. The charge for Operator Call Completion is in addition to the applicable direct dialed or operator assisted directory assistance service rates, local usage charges, IntraLATA Toll Calling rates, and calling card, collect and bill to third number incremental charges.
- B. The charge for Operator Call Completion applies for each call dialed and completed for the customer except when the calling party is identified as being handicapped and unable to dial the call because of the handicap.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.16 xDSL TRUNK SERVICE

xDSL Trunk Service provided a Customer with a digital connection operating at varying data rates and effective distance. Each line connection provides 1.5 Mbps downstream and 16 Kbps upstream at 18,000 feet.

3.16.1 Asymmetrical Digital Subscriber Line (ADSL) Service

Asymmetrical Digital Subscriber Line (ADSL) Service is an access data technology service offered in speed levels of 256 Kbps Down/64 Kbps Up, 384 Kbps Down/384 Kbps Up, 768 Kbps Down/768 Kbps Up, 1.5 Mbps Down/768 Kbps Up and for multi-user applications, 1.5 Mbps Down/768 Kbps Up. The “up” speeds represent “transmission speeds in kilobytes from the customer designated location (CDL) to the Company’s ADSL connection point, which the “down” speeds represent “transmission speeds in kilobytes and megabits,” from the Company’s ADSL connection point to the CDL. The connection point is the aggregation point designated by the Company for connecting multiple Company ADSL serving wire centers via the backbone network services to the CDL.



**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.16 xDSL TRUNK SERVICE (Cont'd)

3.16.1 Asymmetrical Digital Subscriber Line (ADSL) Service

3.16.2 Service Provisions

ADSL Service is provisioned over existing Company copper facilities and transported to the Company's backbone network. ADSL Service provides a connection from the customer designated location (CDL) to the ADSL connection point.

Access from the Company's ADSL connection point will be provided via Frame Relay Service, where facilities permit. A customer may utilize their existing Frame Relay Service or may submit any order to establish new facilities. The associated rates and charges for Frame Relay Service will apply in addition to the rates and charges associated with the ADSL Service rate elements. The Company will qualify the ADSL Service between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing Company copper facilities to provide the service. The Company will not provision this service on facilities which are not suitable for ADSL.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.16 DIGITAL SUBSCRIBER LINE (xDSL) SERVICE (Cont'd)

3.16.1 Asymmetrical Digital Subscriber Line (ADSL) Service (Cont'd)

3.16.1.2 Service Provisions (Cont'd)

The Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer-originated data. ADSL will be provided subject to the availability and limitations of Company wire centers and outside plant facilities and is only available where technical capabilities permit such facility distance and type of physical plant.

3.16.1.3 Responsibility of the Company

The Company will provision and maintain ADSL service for the customer up to and including the Network Interface Device (NID).

3.16.1.4 Rights of the Company

The Company will not provision ADSL service if the Company reasonably determines that (a) it is not technically feasible over existing facilities or (b) it will cause interference problems with existing services. During the Company's network maintenance and software updates period, it may be necessary to place the ADSL wire center out of service. The Company reserves the right to temporary interrupt ADSL Service at other times in emergency situations.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.16 DIGITAL SUBSCRIBER LINE (xDSL) SERVICE (Cont'd)

3.16.1 Asymmetrical Digital Subscriber Line (ADSL) Service (Cont'd)

3.16.1.5 Customer Provided Equipment

The customer is responsible for providing compatible customer provided equipment (CPE) that is used for connection to ADSL Service. The customer is responsible for providing the Company with the necessary information (e.g., Data Link Connection Identifiers(s) (DLCI), Permanent Virtual Circuit (PVC) and/or Internet Protocol) to provision ADSL Service. The customer ordering ADSL Service on behalf of its subscribers must obtain a letter of agency. The customer will be responsible for obtaining permission from its subscriber(s) for the Company's agents or employees to enter the customer's designated location(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the service components of the Company.

3.16.1.6 Rate Regulations

A. Rate Elements

A nonrecurring charge and a monthly rate apply for the installation of ADSL Service. The nonrecurring charge is also applicable when changing bandwidth.

ADSL Service is available in five service level packages, and is based on the "downstream and upstream" speeds chosen by the customer. The service levels are Bronze, Silver, Gold, Platinum and Platinum Plus. The Platinum Plus is available for multi-user applications. A customer may have multiple packages.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.16 DIGITAL SUBSCRIBER LINE (xDSL) SERVICE (Cont'd)

3.16.1 Asymmetrical Digital Subscriber Line (ADSL) Service (Cont'd)

3.16.1.6 Rate Regulations (Cont'd)

A. Rate Elements (Cont'd)

	<u>Downstream</u>	<u>Upstream</u>
ADSL	640 Kbps	384 Kbps
ADSL Gold	768 Kbps	768 Kbps
ADSL Platinum	1.5 Mbps	768 Kbps
ADSL Platinum Plus	1.5 Mbps	768 Kbps

Data speeds set forth above are peak periods. Actual speeds may be affected by loop distance and other factors, therefore, data speeds are not guaranteed.

B. Rate Application

ADSL Service is based on the following volume levels: 1 to 499, 500 to 1500 and Over 1500. The regulations applicable to ADSL Service provided under a TVP arrangement are specified under 16.6(F)(3). Various ADSL Service Package levels (i.e. Bronze, Gold, etc.) will be combined to determine the volume level for rate application. Customers with more than one ADSL Service with different term periods will not be aggregated for determining the volume level rate.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.16 DIGITAL SUBSCRIBER LINE (xDSL) SERVICE (Cont'd)

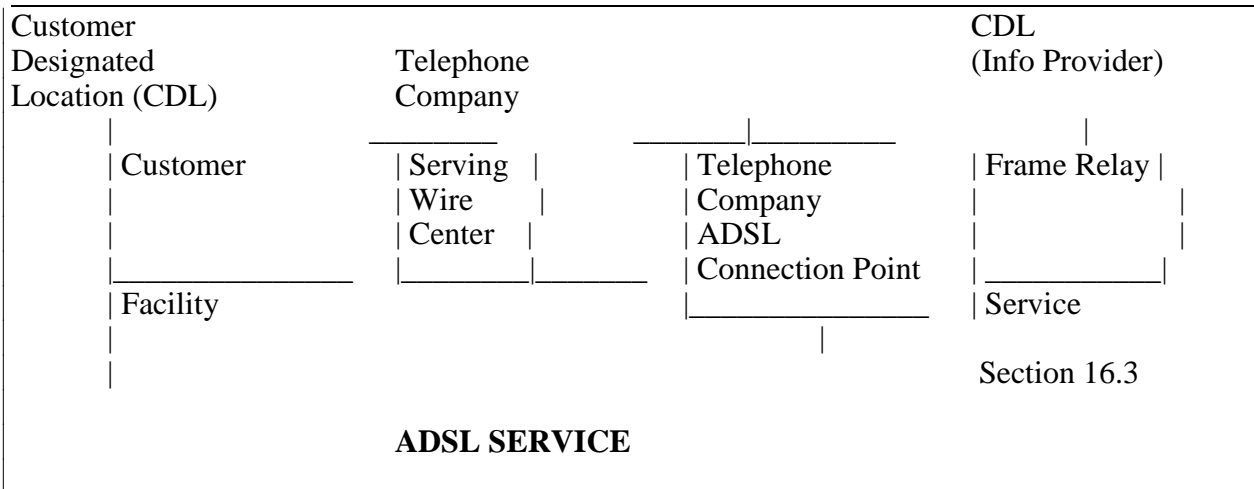
3.16.1 Asymmetrical Digital Subscriber Line (ADSL) Service (Cont'd)

3.16.1.6 Rate Regulations (Cont'd)

B. Rate Application (Cont'd)

Access to ADSL Service will be provided via Frame Relay Service. The associated regulations, rates and charges in Section 16.3 for Frame Relay Service will apply in addition to the rates and charges associated with the ADSL Service rate elements.

The following diagram depicts a typical ADSL configuration:



**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.16 DIGITAL SUBSCRIBER LINE (xDSL) SERVICE (Cont'd)

3.16.1 Asymmetrical Digital Subscriber Line (ADSL) Service (Cont'd)

3.16.1.6 Rate Regulations (Cont'd)

C. Term and Volume Plan (TVP)

1) Description

The terms and conditions specified herein are applicable to ADSL Service and are in addition to other regulation as specified in this Tariff.

The ADSL Term and Volume Plan (TVP) will allow customers discounted access rates based upon the volume and term commitment. Rates will be based upon the TVP selected by the customer.

Term plans of one (1) and three (3) years are available to all customers at applicable rates set forth in the Tariff regardless of when the subscription is made for an ADSL Service TVP arrangement. The customer must designate on the order the type of payment plan selected.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.16 DIGITAL SUBSCRIBER LINE (xDSL) SERVICE (Cont'd)

3.16.1 Asymmetrical Digital Subscriber Line (ADSL) Service (Cont'd)

3.16.1.6 Rate Regulations (Cont'd)

C. Term and Volume Plan (TVP) (Cont'd)

2) Rate Application

Upon expiration of a TVP period, the customer may choose a new TVP period, convert to month-to-month or terminate service. The month-to-month rates will be those that are in effect at the time of conversion. If the customer fails to make a choice by the end of the TVP period, the ADSL Service will continue billing at the existing term and volume commitment level rates and a new TVP period will begin based on the previously effective term and volume commitment. All terms and conditions, including Termination Liabilities, will apply to the new TVP period.

Conversion to a month-to-month or different TVP period will require the customer to submit a change order. Conversion of existing TVP service to a different TVP period will be allowed without application of any nonrecurring charges.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.16 DIGITAL SUBSCRIBER LINE (xDSL) SERVICE (Cont'd)

3.16.1 Asymmetrical Digital Subscriber Line (ADSL) Service (Cont'd)

3.16.1.6 Rate Regulations (Cont'd)

C. Term and Volume Plan (TVP) (Cont'd)

3) Changes in Length of TVP Period

The customer may elect to convert to a new TVP period subject to the following conditions:

- a) Credit will not be given toward the new payment period for payments made under the 1st Revised TVP agreement.
- b) Nonrecurring charges will not be reapplied for existing services.
- c) If the new TVP period is shorter in length than the time remaining under the existing TVP, the charge to the new TVP period constitutes a discontinuance of the existing TVP service and termination liability charges apply.

4) Rate Changes

The customer may terminate the TVP without penalty or liability should the rates increase during the term of the existing TVP, with the exception of rate changes that may occur as a result of FCC prescription for rate increases.



**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.16 DIGITAL SUBSCRIBER LINE (xDSL) SERVICE (Cont'd)

3.16.1 Asymmetrical Digital Subscriber Line (ADSL) Service (Cont'd)

3.16.1.6 Rate Regulations (Cont'd)

C. Term and Volume Plan (TVP) (Cont'd)

5) Annual Review

Each customer's TVP will be reviewed annually. The customer will be notified as to the status of the TVP if the in-service quality of ADSL Service falls below the current volume level. The volume level requirements will be met if the total number of in-service ADSL Services falls within the ranges specified on 16.6.(N)(2). Where the customer has less than the required quantity for a specified discount, charges will be applied based on the in-service volume.

If the total number of ADSL Services in service qualifies the customer for a different TVP rate, the customer will have the option of increasing the commitment quantity for the remainder of the plan.

6) TVP Conditions

After enrolling in the plan, the customer may delete or add ADSL Services rated at the specified term period/threshold level rate at any time during the plan. For example, if the customer subscribes to a 3 year TVP at 500-1500 ADSL Service threshold level, ADSL Services may be added at any time at the 3 year 500-1500 threshold rate level.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.16 DIGITAL SUBSCRIBER LINE (xDSL) SERVICE (Cont'd)

3.16.1 Asymmetrical Digital Subscriber Line (ADSL) Service (Cont'd)

3.16.1.6 Rate Regulations (Cont'd)

C. Term and Volume Plan (TVP) (Cont'd)

(7) Shortfall Charges for Failing to Meet Commitment

At the annual review, if the total volume in service does not meet the volume commitment, a payment equal to the difference between the TVP rate and the month-to-month rate that would have been charged for service not under the TVP plan plus 10% will be assessed. The payment will be calculated using the prorated ADSL Service aggregation quantity at the time of review. The customer may choose to increase the volume commitment within 30 days after enrollment to the TVP and continue the TVP arrangement or choose to be billed on a going forward basis under either a different TVP or under the month-to-month rates. If, after 30 days, the TVP volume levels are not met, the TVP will be automatically changed to the standard month-to-month rates.

**COMPETITIVE LOCAL CARRIER**

3.16 DIGITAL SUBSCRIBER LINE (xDSL) SERVICE (Cont'd)

3.16.1 Asymmetrical Digital Subscriber Line (ADSL) Service (Cont'd)

3.16.1.6 Rate Regulations (Cont'd)

(8) Termination Liability

When a TVP service is discontinued prior to the end of the commitment period, termination liability charges will apply, as set forth below, based on the remainder of the TVP period in effect at time of disconnect.

One Year TVP – Prorated payment based on the ADSL Service Level Package mix times the number of remaining months of the first year's recurring charges.

Three Year TVP – Prorated payment based on the ADSL Service Level Package mix times the number of remaining months of the first, second and third years' recurring charges.

**COMPETITIVE LOCAL CARRIER**

Section 3 – SUPPLEMENTAL SERVICES (Cont'd)

3.16 DIGITAL SUBSCRIBER LINE (xDSL) SERVICE (Cont'd)

3.16.2 High Bit Rate Digital Subscriber Line (HDSL) Service

High Bit Rate Digital Subscriber Line (HDSL) Service is a symmetrical access data technology service offered at a speed level of 768 Kbps, both upstream and downstream, over a single pair. Additionally, two (2) pair lines can be multiplexed together to achieve rates of 1.544 Mbps, equivalent to a T-1 Trunk.

3.16.3 Single Line Digital Subscriber Line (SDSL) Service

Single Line Digital Subscriber Line (SDSL) Service is an access data technology similar to HDSL that used only one (1) pair line. SDSL can achieve the same throughput as HDSL with half the lines, but at shorter distances – 10,000 feet compared to 12,000 feet for HDSL.

3.16.4 Very High Rate Digital Subscriber Line (VDSL) Service

Very High Rate Digital Subscriber Line (VDSL) Service is an access data technology used for the very shortest distances and can achieve speed levels of 13 Mbps under 4,000 feet and up to 52 Mbps at 1,000 feet. Each line connection provides access to the Wide Area Network (WAN) or Internet connection over a high-speed unbundled pair of copper lines.

3.16.5 Rate Adaptive Digital Subscriber Line (RADSL) Service

Rate Adaptive Digital Subscriber Line (RADSL) Service is a data transmission technology that supports both asymmetric and symmetric applications on a single pair and allows adaptive data rates.

3.16.6 ISDN Digital Subscriber Line (IDSL) Service

ISDN Digital Subscriber Line (IDSL) Service is an access data technology that uses ISDN technology to deliver symmetric transmission speeds of 128 Kbps on copper loops as long as 18,000 feet. IDSL works may be used with most ISDN customer equipment.

**COMPETITIVE LOCAL CARRIER**

Section 4 – RESIDENTIAL NETWORK SWITCHED SERVICES

4.1 GENERAL

Residential Network Switched Services provide a residential customer with a connection to the Company's switching network which enables a customer to:

- A. place and receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX). At the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service. If a customer does not select an intra-LATA PIC, and does not request blocking of intra-LATA tolls calls, the Company shall be deemed to have been designated as the customer's intra-LATA PIC.

**COMPETITIVE LOCAL CARRIER**

Section 4 – RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

4.2 SERVICE DESCRIPTIONS

The following Residential Network Switched Services Options are offered:

Residential Measured Rate Service

All Residential Network Switched Services may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

The following Custom Calling Service features are offered to Residential Network Switched Services Subscribers:

Three Way Conference, Consultation, Transfer  
Call Forward Busy  
Call Forward Don't Answer  
Call Forward Variable  
Call Waiting (Terminating, and Originating)  
Cancel Call Waiting  
Distinctive Ringing  
Speed Calling (One/Two Digit)

The following Supplemental Service features are offered to Residential Network Switched Services Subscribers:

Remote Call Forwarding

**COMPETITIVE LOCAL CARRIER**

Section 4 – RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

4.2 SERVICE DESCRIPTIONS (Cont'd)

The following features are available with Residential Line Service at an additional charge:

HUNT GROUP CHARGES

Sequential Hunting  
Circular Hunting  
Uniform Hunting  
Queuing With Announcement  
Per Queue Set

HUNT LINE CHARGES

Sequential Hunting  
Circular Hunting  
Uniform Hunting

The following CLASS features are offered to Residential Network Switched Services Subscribers:

Caller ID  
Block Caller ID  
Automatic Callback  
Automatic Recall  
Call Trace  
Selective Call Acceptance, Forwarding, Rejection

Charges for Residential Network Switched Services include a nonrecurring service connection charge and a monthly recurring charge for each line. Monthly recurring charges apply to Measured Rated Service, in addition to other rate elements described above.

The following Advanced Features are available for an additional charge:

- 1) Voice messaging; and
- 2) 6-Way Conference per line.

**COMPETITIVE LOCAL CARRIER**

Section 4 – RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

4.2 SERVICE DESCRIPTIONS (Cont'd)

4.2.1 Measured Rate Service

Measured Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of call duration in addition to a base monthly charge. Local calling areas are as specified in Section 8.

A. Description

Each Measured Rate Service Line corresponds with a single, analog, voice-grade channel that can be used to place or receive one call at a time. Measure Rate Service lines are provided for connection to a single, customer, customer-provided station set or facsimile machine.

Each Measured Rate Service has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionally:	Two-way, In-Only, or Out-Only, as specified by the customer.



**COMPETITIVE LOCAL CARRIER**

Section 4 – RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

4.2 SERVICE DESCRIPTIONS (Cont'd)

4.2.1 Measured Rate Service (Cont'd)

B. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed in the Rate Schedule in Section 10 of this Tariff, service order charges apply as described in Section 1 of this Tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Center for the link used to serve the customer. If the customer is served through a Number Portability Agreement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the company of the Number Portability agreement.

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and the usage charged for completed calls originated from the customer's line based on the total number of calls during the billing period.

See Rate Schedule in Section 10 of this Tariff and Appendix A.

**COMPETITIVE LOCAL CARRIER**

Section 4 – RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

4.2 SERVICE DESCRIPTIONS (Cont'd)

4.2.1 Measured Rate Service (Cont'd)

C. Local Measured Service Time Periods (Cont'd)

See Time Periods and Rate Schedule in Section 10 of this Tariff.

**COMPETITIVE LOCAL CARRIER**

Section 4 – RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

4.2 SERVICE DESCRIPTIONS (Cont'd)

6.2.2 [RESERVED FOR FUTURE USE]

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES

5.1 GENERAL

Business Network Switched Services provide a business customer with a connection to the Company's switching network which enables the customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company's local calling service;
- C. access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NPA; and access 911 service for emergency calling; and
- D. access the service of providers of interexchange service or intra-LATA toll service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Information Code (10XXX). At the time of initial subscription, the customer shall designate a Primary Interexchange Carrier (PIC) for intra-LATA and inter-LATA toll service. If the customer does not select an intra-LATA PIC, and does not request blocking of intra-LATA toll calls, the Company shall be deemed to have been designated as the customer's intra-LATA PIC.

Business Network Switched Services is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Services channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 2 apply to all services on a one-time basis unless waived pursuant to this Tariff.

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.1 SERVICE DESCRIPTIONS

The following Business Access Service Options are offered:

- Basic Business Line Service
- Public Access Lines Service
- PBX Trunks
- Centrex Service

Basic Business Line Service, PBX Trunks, and Centrex service are offered with measured rate local service.

All Business Network Switched Services may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

The following features as described in Section 3 are available with Business Line Service for an additional charge:

- Three Way Conference, Consultation
- Call Forwarding (Variable, Busy Line, Don't Answer)
- Call Hold
- Call Park
- Call Pick-up
- Call Transfer
- Call Waiting (Terminating and Originating)
- Cancel Call Waiting
- Speed Calling One Digit
- Speed Calling Two Digit
- Distinctive Ringing

The following supplemental service features are offered to business network switched services subscribers for an additional charge:

- Remote Call Forwarding

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

The following features are available with Business Line Service:

HUNT GROUP CHARGES

Sequential Hunting  
Circular Hunting  
Uniform Hunting  
Queuing With Announcement  
Per Queue Set

HUNT LINE CHARGES

Sequential Hunting  
Circular Hunting  
Uniform Hunting

The following CLASS features are offered to Business Network Switched Services Subscribers:

Caller ID  
Block Caller ID  
Automatic Callback  
Automatic Redial  
Call Trace  
Selective Acceptance, Forwarding, Rejection

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.1 Basic Business Line Service

A. General

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a measured usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

The following Advanced Features are available at an additional charge:

1) Voice Messaging; and 2) 6-Way Conference per line.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multifrequency (DTMF) or Dial Pulse (DP)
Directionally:	Two-way, In-Only, or Out-Only, at the option of the customer.

B. Measured Rate Basic Business Line Service

1) Description

Calls to points within the local exchange area are charged on the basis of the duration of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 9.

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.1 Basic Business Line Service (Cont'd)

B. Measured Rate Basic Business Line Service

2) Recurring and Nonrecurring Charges

Charges for each Measured Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the duration of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in Section 1 of this Tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Center. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Agreement, the monthly charge to the customer will be increased by the applicable charge from the incumbent Local Exchange Carrier to the Company of the Number Portability Agreement.

3) Usage Charges

See Rate Schedule in Section 10



**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.1 Basic Business Line Service (Cont'd)

C. [RESERVED FOR FUTURE USE]

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.2 Public Access Line Service

Public Access Line Service provides a single, analog, voice-grade telephonic communications channel that can be used to connect a pay telephone to the Company's switching equipment. Local measured usage charges apply to all local calls originating on this line. Service to customers may require the use of a link (and, or) number portability arrangements provided by the incumbent Local Exchange Center. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the line used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Agreement.

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.3 PBX Trunk Service

A. General

PBX trunks are provided for connection of customer-provided PBX terminal equipment. Trunks can be delivered at a DS0 level or at the DS1 level.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each DS0 level Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of the service
Signaling Type:	Loop, Ground, E&M, I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF) or Dial Pulse (DP)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.3 PBX Trunk Service (Cont'd)

B. Measured Rate PBX Trunks

1) Description

Measured Rate DS0 PBX Trunks provide the customer with a single voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a measured rate basis. DID trunks are arranged for one-way inward calling only.

2) Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 1 of this Tariff. Charge for each Measured Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period. Local calling areas are as specified in Section 8. Service to customers may require the use of a line (and, or) number portability arrangements from the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the Company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.3 PBX Trunk Service (Cont'd)

B. Measured Rate PBX Trunks (Cont'd)

2) Recurring and Nonrecurring Charges (Cont'd)

Terminal Numbers:

1-20 lines in terminal group

100 lines in terminal group

Measured Usage Charges

Measured Usage Charges for Measured Rate PBX Trunks are the same as those indicated for a basic business line.

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.3 PBX Trunk Service (Cont'd)

C. DS1 PBX Trunk Service

1) Description

DS1 PBX Trunk Service provides a customer with connection to the Company switch via a DS1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each DS1 PBX Trunk has the following characteristics:

Terminal Interface: Channel Bank or DSX-1 panel

Signaling Type: Loop, Ground, E&M, I, II, III

Start Dial Indicator: Immediate Wink, Delay Dial, Dial Tone

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: In-Coming or Out-Going Only, as specified by the customer.

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.3 PBX Trunk Service (Cont'd)

C. DS1 PBX Trunk Service (Cont'd)

2) Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed in Section 10 of this Tariff, service order charges apply as described in Section 1 of this Tariff. Charge for each Measured Rate DS1 PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the duration of calls during the billing period. In certain circumstances, service to customers may require the use of private line facilities obtained by the Company from the Incumbent Local Exchange Carrier or another underlying provider. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Monthly Recurring Charges set forth below or the charge to the Company by the Incumbent Local Exchange Carrier or other underlying provider for the private line facility used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

Where appropriate facilities do not exist, special construction charges apply.

3) Measured Usage Charges

Measured usage charges for DS1 Trunks are the same as those indicated for a basic business line as described in Section 5.2.1.

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.3 PBX Trunk Service (Cont'd)

D. Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI)

Description

ISDN is a single integrated digital telecommunications network architecture which provides for the simultaneous access, transmission and switching of voice data and image services via channelized transport facilities over a set of standard multipurpose user-network interfaces. PRI governs the connectivity between switching equipment (network or customer) and customer equipment and allows voice and data services, simultaneously while supporting circuit-switched and packet-switched connections.

The ISDN-PRI feature supports a 64 kb/s D-channel path between customer digital PBX equipment and the protocol handler in a PSU of the 5ESS (R) switch. The path is made up of a dedicated time slot between channel 24 on a digital facility interface (DFI) and the assigned protocol handler. This feature also provides the administration software for up to 23 B-channels associated with a D-channel in the same T1 facility (1.544 Mb/s for domestic). This interface supports both ISDN PBXs and host computers.



**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.4 Centrex Service

A. Description

Centrex Service is a multi-station system offered to the business customer with 4 or more lines or trunks. It consists of digital switching equipment in the Company's switches connected to station lines on the customer's premises. Centrex Service enables station lines on the customer's premises. Centrex Service enables the customer to originate and receive calls within its system at no additional charge. Local measured usage charges apply to all other local calls. Local calling areas are as specified in Section 9.

Centrex Service is offered on a contracted basis with four terms: 24, 36, 60, and 84 months. Thirty days prior to the expiration of the contract term, the subscriber may cancel service or renew for a new term commitment. If the subscriber does not cancel or renew the service, service will continue on a month to month basis at the monthly rate associated with the twenty-four month term plan.

Each Centrex Station Line has the following characteristics:

Terminal Interface:	2-Wire or 4-Wire as required for the provision of the service
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-Way, In-Only or Out-Only

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.4 Centrex Service (Cont'd)

B. Features

The Centrex customer is provided with standard features as part of the Centrex line and can purchase optional features at an additional charge.

The following Centrex features are available to the customer of Centrex Service and are included in the Centrex line charge:

STANDARD FEATURES

Three-Way Conference, Consultations, Transfer  
Call Forwarding Variable  
Call Forwarding Busy Line  
Call Forwarding Don't Answer  
Permanent Hold  
Call Hold  
Call Park  
Call Pick-up  
Call Waiting Terminating  
Call Waiting Originating  
Speed Calling One Digit  
Speed Calling Two Digit

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.4 Centrex Service (Cont'd)

B. Features (Cont'd)

The following Centrex features are available to the customer of Centrex Service at an additional charge:

OPTIONAL FEATURES

Hunt Group Charge

Sequential Hunting  
Circular Hunting  
Uniform Hunting  
Queuing With Announcement  
per Queue

Hunting Line Charge

Sequential Hunting  
Circular Hunting  
Uniform Hunting

Advance Features Line Charge

Voice Messaging  
6 Way Conference Per  
Arrangement

CLASS Features Line Charge

Caller ID  
Block Caller ID  
Auto Callback  
Call Trace

Selective Call Acceptance  
Selective Call Forwarding  
Selective Call Rejection

CLASS Features Usage Charge

Caller ID  
Block Caller ID  
Auto Callback  
Auto Recall

Call Trace Per Activation  
Selective Call Acceptance  
Selective Call Forwarding  
Selective Call Rejection

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.4 Centrex Service (Cont'd)

C. Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in Section 1 of this Tariff. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Center. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to service the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

**COMPETITIVE LOCAL CARRIER**

Section 5 – BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

5.2 SERVICE DESCRIPTIONS (Cont'd)

5.2.5 Term Liability/Termination Charges

Several of the services offered above are available at reduced prices if the Customer agrees at the time the order is placed to continued service for a specified period of time ("term"). If the Customer terminates service prior to the end of the term, in part or in whole, then termination charges will apply. If the customer disconnects service prior to the fulfillment of the term plan contracted, then a termination liability will be due to Company from Customer. The termination liability charge will be the difference between the monthly and the monthly rate for the selected commitment period multiplied by the actual number of months the plan has been in effect. The monthly rates used for this calculation will be those in effect at the time the service is disconnected.

**COMPETITIVE LOCAL CARRIER**

Section 6 – SPECIAL SERVICES AND PROGRAMS

6.1 LIFELINE TELEPHONE SERVICE

6.1.1 Basic Lifeline Service

This low price individual message rate service provides a full waiver of the \$3.50 federal subscriber line charge. There is no monthly allowance for local calls. Primary area and home region calls are untimed. Extended area calls (where available) are timed.

6.1.2 Eligibility

This service is restricted to low income residential customers. To qualify for Lifeline service a customer must be income eligible for benefits from any one of the following Entitlement Programs:

Aid to Families with Dependent Children (AFDC)  
Food Stamps  
Home Energy Assistance Program (HEAP)  
Medicaid  
Supplemental Security Income (SSI)

The applicant must provide proof to the Company that he or she is certified as income eligible to receive one or more of the above benefits. After initial contact the customer is sent an application form to be completed by the customer or authorized representative of the customer, as designated by the appropriate state agencies and identified as so authorized on the customer's card for any of the above benefits.

In addition, applicants are eligible for discounted Lifeline rates when approved to receive either a Veterans Disability Pension or a Veterans Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these pensions.

**COMPETITIVE LOCAL CARRIER**

Section 6 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

6.1 LIFELINE TELEPHONE SERVICE (Cont'd)

6.1.2 Eligibility (Cont'd)

Lifeline services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The Lifeline discount is credited as of the service connection date.

An individual's eligibility may be documents by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with state agencies.

The Company, in coordination with appropriate agencies, will periodically verify each Lifeline customer's eligibility. If a customer is identified as being ineligible, the customer will be notified that unless the information is shown to be in error, the Lifeline discount will be discontinued. The customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service.

6.1.3 Charges

A qualified customer may choose one of the Lifeline services as described. For connection of a new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in 8.2, following.

Service connection charges do not apply to change existing service from:

- A. Message Rate Service to Basic Lifeline service;
- B. Basic Lifeline service to Message Rate Service.

**COMPETITIVE LOCAL CARRIER**

Section 6 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

6.2 LINK UP AMERICA

The Link Up America program is a connection assistance plan which provides for the reduction of one-half of the charges associated with connection of telephone service, up to \$30.00, subject to the following eligibility criteria:

- A. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in Section 6.1.2 of this Tariff;
- B. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- C. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

6.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

6.3.1 General

The Company will provide, upon request, specialized telecommunications equipment for a customer certified as hearing or speech impaired.

6.3.2 Certification

A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of California.

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6.3.3 Locating Equipment

The Company will make every reasonable effort to locate and obtain equipment for a certified customer.



**COMPETITIVE LOCAL CARRIER**

Section 6 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

6.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER  
(Cont'd)

6.3.4 Purchase Price

The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.

6.3.5 Purchase Terms

The Company will also advise the customer who requests the equipment of the applicable terms for purchase.

6.4 DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

6.4.1 General

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

**COMPETITIVE LOCAL CARRIER**

Section 6 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

6.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER  
(Cont'd)

6.4.2 Certification

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of California, or
- B. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

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**COMPETITIVE LOCAL CARRIER**

Section 6 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

6.3 SPECIAL EQUIPMENT FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER  
(Cont'd)

6.4.3 Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication. See Explanation of Terms, "Handicapped Person," for a listing of necessary qualifications.

6.4.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

6.5 UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE

6.5.1 General

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

**COMPETITIVE LOCAL CARRIER**

Section 6 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

6.6 CALIFORNIA RELAY SERVICE

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6.6.1 General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

6.6.2 Regulations

- A. Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this Tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within the State of California. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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**COMPETITIVE LOCAL CARRIER**

Section 6 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

6.6 CALIFORNIA RELAY SERVICE (Cont'd)

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6.6.2 Regulations (Cont'd)

D. The following calls may not be placed through the Relay Service:

- 1) calls to informational recordings and group bridging service;
- 2) calls to time or weather recorded messages;
- 3) station sent paid calls from coin telephones; and
- 4) operator-handled conference service and other teleconference calls.

6.6.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend, and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the customer, or by any other person, for any loss or destruction of any property whatsoever, whether covered by the customer or others, or for any personal injury or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

**COMPETITIVE LOCAL CARRIER**

Section 6 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

6.7 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS

6.7.1 General

Persons who are blind or whose disability causes difficulty with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the State of California at a special rate or to place calls from a telephone outside of the Company's territory, but within the State of California at rates applicable to the territory from which the call is made.

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6.7.2 Rates

Within the Company's Territory:

Station-to-station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card will be billed at the higher operator handled rate.

Outside the Company's Territory, but within California State:

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

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6.7.3 Qualification

The following criteria will be used to determine eligibility for the Special Credit Card:

- A. "Legally Blind" – those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter or visual field subtends an angular distance no greater than 20 degrees.
- B. "Physically Handicapped" – those who are certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitations.

**COMPETITIVE LOCAL CARRIER**

Section 6 – SPECIAL SERVICES AND PROGRAMS (Cont'd)

6.7 SPECIAL CREDIT CARD FOR BLIND AND DISABLED PERSONS (Cont'd)

6.7.3 Qualification (Cont'd)

- C. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or non-coin telephone. Acceptable certifications are those made by a licensed physician ophthalmologist or optometrist.

6.7.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

- A. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. In this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
- B. Another party may agree to accept responsibility for payment of charges incurred through use of at the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

**COMPETITIVE LOCAL CARRIER**

Section 7 – SPECIAL ARRANGEMENTS

7.1 SPECIAL CONSTRUCTION

7.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a, b, and c.

7.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - 1) equipment and materials provided or used;
  - 2) engineering, labor, and supervision;
  - 3) transportation; and
  - 4) rights of way and/or any required easements
- B. Costs of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.



**COMPETITIVE LOCAL CARRIER**

Section 7 – SPECIAL ARRANGEMENTS (Cont'd)

7.1 SPECIAL CONSTRUCTION (Cont'd)

7.1.2 Basis for Cost Computation (Cont'd)

- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing, and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

7.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.

**COMPETITIVE LOCAL CARRIER**

Section 7 – SPECIAL ARRANGEMENTS (Cont'd)

7.1 SPECIAL CONSTRUCTION (Cont'd)

7.1.3 Termination Liability (Cont'd)

B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:

1) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:

- a. equipment and materials provided or used;
- b. engineering, labor, and supervision;
- c. transportation; and
- d. rights of way and/or any required easements;

2) license preparation, processing, and related fees;

3) Tariff preparation, processing, and related fees;

4) cost of removal and restoration, where appropriate; and

5) any other identifiable costs related to the specially constructed or rearranged facilities.

C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 7.1.3 B. preceding, by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 7.1.3 B. preceding shall be adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

**COMPETITIVE LOCAL CARRIER**

Section 7 – SPECIAL ARRANGEMENTS (Cont'd)

7.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred or charged to the Company will apply. If installation is started during regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

7.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Contracts will only be used in special circumstances for ICB service offerings or Special Construction. The terms, conditions and rates of each contract offering are subject to the agreement of both the Customer and the Company. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Contract pricing may be broken out into various components on the Customers invoice. Customers may request ICB terms, conditions and/or rates which vary from the tariffed service offerings and, upon demonstration of being similarly situated to another customer under a contract, may request negotiation of similar terms, conditions and rates. Such contract offerings will be made available only to similarly situated Customers in substantially similar circumstances.

ICB arrangements will be filed in accordance with G.O. 96-B.

(C)



(C)

**COMPETITIVE LOCAL CARRIER**

Section 8 – DIRECTORY

8.1 ALPHABETICAL DIRECTORY

8.1.1 Main Listings

- A. The Company contracts with an outside provider, which may be the Incumbent Local Exchange Carrier, for directory listings. All references to the directory of the Company will mean the directory published by the outside provider.
- B. The term “listing” refers to the information in light face type in the alphabetical directory and the Directory Assistance Records of the Company.
- C. Listings provided without charge are as follows:
  - 1) One listing for each individual line. Where individual lines are grouped for incoming service, only one listing will be provided for each such group.
  - 2) One listing for each PBX or interconnecting system.
- D. The name listed in the directory has no bearing on who is responsible for payment or the account associated with the number being listed.

**COMPETITIVE LOCAL CARRIER**

Section 8 – DIRECTORY (Cont'd)

8.1 ALPHABETICAL DIRECTORY (Cont'd)

8.1.2 Composition of Listings

- A. Listings are limited to information essential to the identification of the listed party.
- B. Addresses
  - 1) Each listing normally includes the number and street name location where the telephone service is furnished. The name of a building may be shown in case of buildings commonly known by name.
  - 2) Upon Customer request, the address may be omitted, a post office box number may be shown, or a partial address (omitting number) may be shown. In directories where locality names are normally part of the address, a partial address consisting of the name of a locality may be shown.
- C. The Customer may request a main listing different from the billing name and address of the service. All such requests will be honored to the extent possible under the terms of the contract described in 10.1.1.a above.

8.1.3 Types of Listings

In addition to the main listing as described above, the following options are available for an additional charge.

**COMPETITIVE LOCAL CARRIER**

Section 8 – DIRECTORY (Cont'd)

8.1 ALPHABETICAL DIRECTORY (Cont'd)

8.1.3 Types of Listings (Cont'd)

A. Indented Listings

An indented listing is indented under a standard listing or under a caption, and may not include more than a designation, address, and telephone number. A caption consists of a name, and may include a designation, but not a telephone number. An address may be included only if all of the services listed under the caption are located at the same address. When the same designation is appropriate for two or more indented listings, it may be shown as a sub-caption. Indented listings are permissible when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers.

B. Duplicate Listings

Any listing may be duplicated in a different directory (where offered) or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

C. Reference Listing

A Customer with a listing in a different geographic heading may have an indented listing in reference form ("See ....") in lieu of a duplicate listing.

D. Cross Reference Listing

A Customer may have a related listing in the same alphabetic group listing when required for identification of the listed party and not designated for advertising purposes.

**COMPETITIVE LOCAL CARRIER**

Section 8 – DIRECTORY (Cont'd)

8.1 ALPHABETICAL DIRECTORY (Cont'd)

8.1.3 Types of Listings (Cont'd)

E. Alternate Telephone Number Listings

Any listed party who has made arrangements for receiving calls at a different telephone number during an absence or at night may have the alternate numbers listed in the directory. Such listings may be furnished as an indented listing or as a sub-caption.

F. Semi-Private Listing

At the request of the Customer, the telephone number is omitted from the Company's alphabetical directory and designated as a "non listed" telephone number and the telephone number is included in the Directory Assistance records available to the general public. In addition, the telephone number is displayed for 911 and E911 emergency service and provided when a law enforcement agency requests it in writing.

**COMPETITIVE LOCAL CARRIER**

Section 8 – DIRECTORY (Cont'd)

8.1 ALPHABETICAL DIRECTORY (Cont'd)

8.1.4. Non-Published Service

A. General

The telephone numbers of non-published service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public. However, where a government agency subscribes to Universal Emergency Telephone Number Service (911) or Enhanced Universal Emergency Telephone Service (E911), the telephone number, name, and address of a Customer with non-published service will be displayed when the Customer dials 911 and is connected to a Public Safety Answering Point (PSAP) for dispatch of emergency service. In addition, the Company will provide a Customer's non-published number when a law enforcement agency requests it in writing.

B. Regulations

- 1) Except as otherwise provided in this paragraph, incoming calls to non-published service will be completed only when the calling party places the call by number. In claims of emergencies involving life and death, the operator will call the non-published number and request permission to make an immediate connection to the calling party. If the connection is refused, the calling party will be advised.
- 2) The acceptance by the Company of the Customer's request to refrain from publishing his or her telephone number in the Directory does not create any relationship or obligation, direct or indirect, to any person other than the Customer.



**COMPETITIVE LOCAL CARRIER**

Section 8 – DIRECTORY (Cont'd)

8.1 ALPHABETICAL DIRECTORY (Cont'd)

8.1.4. Non-Published Service (Cont'd)

B. Regulations (Cont'd)

- 3) In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing the telephone number of non-published service in the directory or disclosing said number to any person shall attach to the Company, and where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such non-published service.
- 4) The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly, by the publication of the number of a non-published service or the disclosing of said number to any person.

**COMPETITIVE LOCAL CARRIER**

Section 8 – DIRECTORY (Cont'd)

8.2 [RESERVED FOR FUTURE USE]

**COMPETITIVE LOCAL CARRIER**

Section 8 – DIRECTORY (Cont'd)

8.3 DIRECTORY INFORMATION REQUESTS

Requests for directory information are provided by dialing Directory Assistance. (See Section 3.7.) Information will not be issued by the Company outside of normal directory assistance procedures unless the request is made by an emergency agency. Directory information will only be provided to emergency agencies after a formal request is presented to the Company in writing. The requesting agency must agree to pay for the costs incurred by the Company in providing the information, and must certify that the information will be used only for the purpose of providing its services to the community.

8.4 LIABILITY OF THE COMPANY FOR ERRORS

8.4.1 General

In the absence of gross negligence or willful misconduct, and except for the allowances stated elsewhere in this Tariff, no liability for any damage of any nature whatsoever arising from errors in directory listings or errors in listings obtainable from the Directory Assistance operator, including errors in reporting thereof, shall attach to the Company. A listing is considered in error only when it shows the Customer on the wrong street, or in the wrong community. The Customer must notify the Company of an error.

8.4.2 Allowance for Errors

An allowance for errors in published directory listings or for errors in listings obtainable from the Directory Assistance operator shall be given as follows:

**COMPETITIVE LOCAL CARRIER**

Section 8 – DIRECTORY (Cont'd)

8.4 LIABILITY OF THE COMPANY FOR ERRORS (Cont'd)

8.4.2 Allowance for Errors (Cont'd)

A. Free Listings

For Free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.

B. Charge Listings

For each additional or charge published directory listing, credit shall be given at the monthly Tariff rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.

C. Operator Records

For free or charge listings obtainable from records used by the Directory Assistance operator, upon notification to the Company of the error in such records by the Customer, the Company shall be allowed a period of three business days to make the correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basic monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator service providers.

**COMPETITIVE LOCAL CARRIER**

Section 9 – SERVICE AREAS

The Company provides service throughout the state in the zones and exchanges of AT&T.

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES

10.1 CURRENT RATES

Service Order Charge:

	<u>Business</u>	<u>Residence</u>
Service Order Charge	\$56.00	\$16.00
Record Order Charge	\$35.90	\$10.00

Premises Visit Charge:

	<u>Business</u>	<u>Residence</u>
Per 15 minute increment	\$19.00	\$12.50

Central Office Line or Port Charge:

	<u>Business</u>	<u>Residence</u>
Business 1 – 9 lines or Ports connected	\$50.05	\$39.00
Each Line or Port over 99	\$35.90	

RESTORAL CHARGE

	<u>Business</u>	<u>Residence</u>
	\$79.00	\$36.00

MOVES, ADDS, AND CHANGES

Residence Charge per order:

	<u>Move</u>	<u>Add</u>	<u>Change</u>
First	\$20.00	\$20.00	\$20.00
Additional	\$20.00	\$20.00	\$20.00

Business Charge per order:

	<u>Move</u>	<u>Add</u>	<u>Change</u>
First	\$20.00	\$20.00	\$20.00
Additional	\$20.00	\$20.00	\$20.00

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

CHARGES ASSOCIATED WITH PREMISES VISIT

Trouble Isolation Charge

	<u>First</u>	<u>Additional</u>
Per Premises Visit, Residence: (per 15 min. increment)	\$20.00	\$20.00
Per Premises Visit, Business: (per 15 min. increment)	\$20.00	\$20.00

Inside Wire Maintenance and Installation

	<u>First</u>	<u>Additional</u>
Per Premises Visit, Residence: (per 15 min. increment)	\$20.00	\$20.00
Per Premises Visit, Business: (per 15 min. increment)	\$20.00	\$20.00

INTRALATA TOLL USAGE AND MILEAGE CHARGES

Per Call Service Charges

The following service charges apply to intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

Customer Dialed Call	\$0.30
Person-to-Person	\$1.95
3 <sup>rd</sup> Number Billed	\$0.80
All other Operator Assistance	\$0.65

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

**BUSINESS LOCAL RATES** (ALL CALL AREAS)

		<u>DAY</u>		<u>EVENING</u>		<u>NIGHT/WEEKEND</u>	
		<u>Initial</u> <u>Period</u>	<u>Additional</u> <u>Period</u>	<u>Initial</u> <u>Period</u>	<u>Add'l</u> <u>Period</u>	<u>Initial</u> <u>Period</u>	<u>Add'l</u> <u>Period</u>
0-8 Miles	\$0.24	\$0.08	\$0.15	\$0.08	\$0.09	\$0.06	
9-13 Miles	\$0.30	\$0.09	\$0.19	\$0.09	\$0.11	\$0.06	
14-44 Miles	\$0.32	\$0.20	\$0.20	\$0.14	\$0.12	\$0.08	
45+ Miles	\$0.32	\$0.25	\$0.20	\$0.16	\$0.12	\$0.10	

DAY 8AM-5PM MONDAY-FRIDAY\*

EVENING 5PM-11PM MONDAY-FRIDAY\*  
 5PM-11PM SUNDAY\*  
 All day Christmas, New Years, Thanksgiving, Independence, and Labor Days

NIGHT & WEEKEND 8AM SATURDAY-5PM SUNDAY\*  
 11PM-8AM EVERY DAY\*

\*The time shown indicates the termination of one rate application period and the beginning of the next. Calls connected at exactly the time shown are considered in the next time period.



**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

SUPPLEMENTAL SERVICES

CUSTOM CALLING SERVICE

Connection Charges (Nonrecurring Charges) \$10.00

CLASS SERVICES

Connection Charges (Nonrecurring Charges) \$10.00

Centrex Service Connection Charge \$10.00

BUSY LINE VERIFICATION AND INTERRUPT SERVICE

Verification Charge, each request \$1.00

Interrupt Charge, each request \$1.25

TRAP CIRCUIT SERVICE

Per Request: \$30.00

DIRECTORY ASSISTANCE SERVICE

The directory assistance charge applies after the call allowance of two calls per line.

Local, per request \$1.50

LOCAL OPERATOR SERVICE

Customer Dialed Calling Card \$0.35

Operator Station-to-Station \$0.40

Person-to-Person \$3.00

3<sup>rd</sup> Number Billed \$1.25

Collect Calls \$1.50

All other Operator Service \$1.50

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

STAND ALONE VOICE MAIL SERVICE

Recurring and Nonrecurring Charges

Per Individual Mail Address:

	<u>Residence</u>	<u>Business</u>
Nonrecurring Charge	\$30.00	\$30.00
Recurring Charges:	\$5.00	\$12.00
-Month to Month		

BLOCKING SERVICE

Nonrecurring Charges

900 and 700 Blocking	
-Residential	\$25.00
-Business (up to 200 lines)	\$50.00
900, 971, 974, and 700 Blocking	
-Residential	\$25.00
-Business (up to 200 lines)	\$50.00

Monthly Charges

Third Number Billed and Collect Call Restriction	
-Residential	\$20.00
-Business (up to 200 pines)	\$20.00
Toll Restriction	
-Residential	\$20.00
-Business (up to 200 pines)	\$20.00
Toll Restriction Plus	
-Residential	\$20.00
-Business (up to 200 pines)	\$20.00
Direct Inward Dialing Blocking (Third Party and Collect Call)	
-Initial Activation	\$25.00
-Subsequent Activation (per line)	\$20.00

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

CUSTOMIZED NUMBER SERVICE

Set-up Charges	
Residential Customer	\$25.00
Business Customer	\$50.00

REMOTE CALL FORWARDING SERVICE

Nonrecurring Charges	
- Service Connection	\$50.00
- Change of telephone number to which calls are forwarded, per occasion	\$25.00
- Change of Directory Listing, per occasion	\$25.00

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

INTEGRATES SERVICES DIGITAL NETWORK (ISDN) PRIMARY RATE  
 INTERFACE (PRI) SERVICE

The following rates and charges are in addition to the appropriate individual Business Message, Business Flat Rate, Residential Message Rate, and Residential Flat Rate rates and charges.

	<u>Monthly Recurring Charge</u>	<u>Installation Charge</u>
<u>Basic Charges</u>		
Per ISDN Basic Exchange Service Line	\$25.00	\$25.00
Circuit Switched Voice	\$25.00	\$25.00
Circuit Switched Data Only	\$15.00	\$15.00
High Speed Packet Switched	\$25.00	\$25.00
Low Speed Packet Switched	\$15.00	\$50.00
EUCL (T-1 and PRI)	\$56.00	-----

RESIDENTIAL NETWORK SWITCHED SERVICES

Flat Rate Service (Residential Only)

Basic Local Service Charge Per Month

	<u>Group 7</u>	<u>Group 9</u>
<u>Standard Rates:</u>		
Individual		
Basic Svc Access Line	\$7.50	\$7.50
Local Usage	\$7.50	\$7.50
Total	\$15.00	\$15.00
Trunk		
Basic Svc Access Line	\$7.50	\$7.50
Local Usage	\$7.50	\$7.50
Total	\$15.00	\$15.00
<u>Rates for lines eligible for Lifeline Service</u>		
Individual		
Basic Svc Access Line	\$5.00	\$5.00
Local Usage	\$7.50	\$7.50
Total	\$12.00	\$12.00

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**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

RESIDENTIAL NETWORK SWITCHED SERVICES

Flat Rate Service (Residence Only)

BASIC LOCAL SERVICE CHARGE PER MONTH (Cont'd)

All Other Regions

	<u>Group 1</u>	<u>Group 3</u>	<u>Group 5</u>
<b>Individual</b>			
Basic Svc Access Line**	\$7.50	\$7.50	\$7.50
Local Usage	\$5.00	\$5.00	\$5.00
Total	\$12.50	\$12.50	\$12.50
<b>2-Party</b>			
Basic Svc Access Line	\$7.50	\$7.50	\$7.50
Local Usage	\$5.00	\$5.00	\$5.00
Total	\$12.50	\$12.50	\$12.50
<b>4-Party</b>			
Basic Svc Access Line	\$7.50	\$7.50	\$7.50
Local Usage	\$5.00	\$5.00	\$5.00
Total	\$12.50	\$12.50	\$12.50
<b>Trunk</b>			
Basic Svc Access Line	\$7.50	\$7.50	\$7.50
Local Usage	\$5.00	\$5.00	\$5.00
Total	\$12.50	\$12.50	\$12.50

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

Flat Rate Service (Residence Only) (Cont'd)

BASIC LOCAL SERVICE CHARGE PER MONTH (Cont'd)

	<u>Group 7</u>	<u>Group 9</u>
Individual		
Basic Svc Access Line	\$7.50	\$7.50
Local Usage	\$5.00	\$5.00
Total	\$12.50	\$12.50
2-Party		
Basic Svc Access Line	\$7.50	\$7.50
Local Usage	\$5.00	\$5.00
Total	\$12.50	\$12.50
4-Party		
Basic Svc Access Line	\$7.50	\$7.50
Local Usage	\$5.00	\$5.00
Total	\$12.50	\$12.50
Trunk		
Basic Svc Access Line	\$7.50	\$7.50
Local Usage	\$5.00	\$5.00
Total	\$12.50	\$12.50

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

Flat Rate Service (Residence Only) (Cont'd)

BASIC LOCAL SERVICE CHARGE PER MONTH (Cont'd)

	<u>Group 1</u>	<u>Group 3</u>	<u>Group 5</u>
<b>Individual</b>			
Basic Svc Access Line**	\$3.50	\$3.50	\$3.50
Local Usage	\$5.00	\$5.00	\$5.00
Total	\$8.50	\$8.50	\$8.50
<b>2-Party</b>			
Basic Svc Access Line	\$3.50	\$3.50	\$3.50
Local Usage	\$5.00	\$5.00	\$5.00
Total	\$8.50	\$8.50	\$8.50
<b>4-Party</b>			
Basic Svc Access Line	\$3.50	\$3.50	\$3.50
Local Usage	\$5.00	\$5.00	\$5.00
Total	\$8.50	\$8.50	\$8.50
	<u>Group 7</u>	<u>Group 9</u>	
<b>Individual</b>			
Basic Svc Access Line	\$2.00	\$2.00	
Local Usage	\$7.00	\$7.00	
Total	\$9.00	\$9.00	
<b>2-Party</b>			
Basic Svc Access Line	\$2.00	\$2.00	
Local Usage	\$7.00	\$7.00	
Total	\$9.00	\$9.00	
<b>4-Party</b>			
Basic Svc Access Line	\$2.00	\$2.00	
Local Usage	\$7.00	\$7.00	
Total	\$9.00	\$9.00	

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

Message Rate Service

BASIC LOCAL SERVICE CHARGE PER MONTH

All Regions

Basic Lifeline	\$2.50
Basic Message	
Auxiliary	\$5.00
Trunk	

Per call charge (after first)	\$0.25
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**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

Custom Calling Features:

	<u>Recurring Monthly</u>	<u>First</u>	<u>Nonrecurring Add'l.</u>
<u>Standard Features – Per Line:</u>			
Three-Way Conference, Consultation, Transfer	\$6.00	\$50.00	\$50.00
Call Forwarding Variable	\$6.00	\$50.00	\$50.00
Call Forwarding Busy Line	\$6.00	\$50.00	\$50.00
Call Forwarding Don't Answer	\$6.00	\$50.00	\$50.00
Call Hold	\$6.00	\$50.00	\$50.00
Call Waiting Terminating	\$6.00	\$50.00	\$50.00
Call Waiting Originating	\$6.00	\$50.00	\$50.00
Speed Calling One Digit	\$6.00	\$50.00	\$50.00
Speed Calling Two Digit	\$6.00	\$50.00	\$50.00
Distinctive Ringing	\$6.00	\$50.00	\$50.00
<u>Tiered Features:</u>			
Any 3 Standard Features	\$6.00	\$50.00	\$50.00
Any 4 Standard Features	\$6.00	\$50.00	\$50.00
Any 5 Standard Features	\$6.00	\$50.00	\$50.00
Any 6 Standard Features	\$6.00	\$50.00	\$50.00

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

Custom Calling Features: (Cont'd)

Hunt Group Charge:

	<u>Recurring Monthly</u>	<u>First</u>	Nonrecurring <u>Additional</u>
Sequential Hunting	\$10.00	\$10.00	\$10.00
Circular Hunting	\$10.00	\$10.00	\$10.00
Uniform Hunting	\$10.00	\$10.00	\$10.00
Queuing with Announcement (per Queue Slot)	\$10.00	\$10.00	\$10.00

Hunting Line Charge:

	<u>Recurring Monthly</u>	<u>First</u>	Nonrecurring <u>Additional</u>
Sequential Hunting	\$10.00	\$10.00	\$10.00
Circular Hunting	\$10.00	\$10.00	\$10.00
Uniform Hunting	\$10.00	\$10.00	\$10.00

Advanced Features Line Charge:

	<u>Recurring Monthly</u>	<u>First</u>	Nonrecurring <u>Additional</u>
Voice Messaging	\$10.00	\$10.00	\$10.00
6-Way Conferencing (Per Line)	\$10.00	\$10.00	\$10.00

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

RESIDENTIAL NETWORK SWITCHED SERVICES (Cont'd)

Custom Calling Features: (Cont'd)

	<u>Recurring Monthly</u>	<u>First</u>	<u>Nonrecurring Additional</u>
<u>CLASS Features Line Charge:</u>			
Caller ID	\$6.00	\$25.00	\$25.00
Block Caller ID	\$6.00	\$25.00	\$25.00
Auto Callback	\$6.00	\$25.00	\$25.00
Auto Recall	\$6.00	\$25.00	\$25.00
Call Trace	\$6.00	\$25.00	\$25.00
Selective Call Acceptance	\$6.00	\$25.00	\$25.00
Selective Call Forwarding	\$6.00	\$25.00	\$25.00
Selective Call Rejection	\$6.00	\$25.00	\$25.00
 <u>CLASS Features Usage Charge:</u>			
		<u>Per Use</u>	
Caller ID		\$1.50	
Block Caller ID		\$1.50	
Auto Callback		\$1.50	
Auto Recall		\$1.50	
Call Trace		\$1.50	
Selective Call Acceptance		\$1.50	
Selective Call Forwarding		\$1.50	
Selective Call Rejection		\$1.50	

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)  
 BUSINESS NETWORK SWITCHED SERVICES  
 Measured Rate Basic Business Line Service

<u>Remote Call Forwarding</u>	
- Terminating	\$25.00
- Terminating Paths	\$25.00
- Originating	\$25.00
- Originating Paths	\$25.00

BUSINESS NETWORK SWITCHED SERVICES  
 Custom Calling Features:

	<u>Recurring Monthly</u>	<u>First</u>	<u>Nonrecurring Additional</u>
<u>Standard Features – Per Line:</u>			
Three-Way Conference, Consultation, Transfer	\$7.50	\$50.00	\$50.00
Call Forwarding Variable	\$7.50	\$50.00	\$50.00
Call Forwarding Busy Line	\$7.50	\$50.00	\$50.00
Call Forwarding Don't Answer	\$7.50	\$50.00	\$50.00
Call Hold	\$7.50	\$50.00	\$50.00
Call Park	\$7.50	\$50.00	\$50.00
Call Pick-up	\$7.50	\$50.00	\$50.00
Call Transfer	\$7.50	\$50.00	\$50.00
Call Waiting Terminating	\$7.50	\$50.00	\$50.00
Call Waiting Originating	\$7.50	\$50.00	\$50.00
Speed Calling One Digit	\$7.50	\$50.00	\$50.00
Speed Calling Two Digit	\$7.50	\$50.00	\$50.00
Distinctive Ringing	\$7.50	\$50.00	\$50.00
<u>Tiered Features:</u>			
Any 3 Standard Features	\$15.00	\$50.00	\$50.00
Any 4 Standard Features	\$15.00	\$50.00	\$50.00
Any 5 Standard Features	\$15.00	\$50.00	\$50.00
Any 6 Standard Features	\$15.00	\$50.00	\$50.00
Any 7 Standard Features	\$15.00	\$50.00	\$50.00
Any 8 Standard Features	\$15.00	\$50.00	\$50.00
Any 9 Standard Features	\$15.00	\$50.00	\$50.00
Any 10 Standard Features	\$15.00	\$50.00	\$50.00

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

Custom Calling Features: (Cont'd)

Hunt Group Charge:

	<u>Recurring Monthly</u>	<u>First</u>	<u>Nonrecurring Additional</u>
Sequential Hunting	\$10.00	\$10.00	\$10.00
Circular Hunting	\$10.00	\$10.00	\$10.00
Uniform Hunting	\$10.00	\$10.00	\$10.00
Queuing with Announcement (per Queue Slot)	\$10.00	\$10.00	\$10.00

Hunting Line Charge:

	<u>Recurring Monthly</u>	<u>First</u>	<u>Nonrecurring Additional</u>
Sequential Hunting	\$10.00	\$10.00	\$10.00
Circular Hunting	\$10.00	\$10.00	\$10.00
Uniform Hunting	\$10.00	\$10.00	\$10.00

Advanced Features Line Charge:

	<u>Recurring Monthly</u>	<u>First</u>	<u>Nonrecurring Additional</u>
Voice Messaging	\$10.00	\$10.00	\$10.00
6-Way Conferencing (Per Line)	\$10.00	\$10.00	\$10.00

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

Custom Calling Features: (Cont'd)

	<u>Recurring</u> <u>Monthly</u>	<u>First</u>	<u>Nonrecurring</u> <u>Additional</u>
<u>CLASS Features Line Charge:</u>			
Caller ID	\$7.50	\$50.00	\$50.00
Block Caller ID	\$7.50	\$50.00	\$50.00
Auto Callback	\$7.50	\$50.00	\$50.00
Auto Recall	\$7.50	\$50.00	\$50.00
Call Trace	\$7.50	\$50.00	\$50.00
Selective Call Acceptance	\$7.50	\$50.00	\$50.00
Selective Call Forwarding	\$7.50	\$50.00	\$50.00
Selective Call Rejection	\$7.50	\$50.00	\$50.00

	<u>Per Use</u>
<u>CLASS Features Usage Charge:</u>	
Caller ID	\$0.75
Block Caller ID	\$0.75
Auto Callback	\$0.75
Auto Recall	\$0.75
Call Trace	\$0.75
Selective Call Acceptance	\$0.75
Selective Call Forwarding	\$0.75
Selective Call Rejection	\$0.75

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

Public Access Line Service

The COCOT Enforcement Funder Fee of \$0.25 per month will be assessed on all access lines purchased under this service.

Connection Charge: \$50.00

Monthly Recurring Charges:  
Line \$50.00

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

PBX Trunk Service

A. Measured Rate PBX Trunks

	<u>Recurring Monthly</u>	<u>First</u>	<u>Nonrecurring Additional</u>
Each Trunk	\$25.00	\$30.00	\$50.00
Terminal Numbers:			
1-20 lines in terminal group	\$25.00	\$30.00	\$50.00
100 lines in terminal group	\$25.00	\$30.00	\$50.00
<u>Trunks (Measured Rate)</u>			
DID Service	\$25.00	\$30.00	\$50.00
DOD Service	\$25.00	\$30.00	\$50.00
DID/DOD Combination Service	\$25.00	\$30.00	\$50.00
Each DID Trunk Group	\$25.00	\$30.00	\$50.00
<u>Charges on All Trunks</u>			
EUCL – Multiline Business	\$25.00	\$30.00	\$50.00
EUCL – Residential/One Line Business	\$5.00	\$30.00	\$50.00
Remote Call Forwarding			
terminating	\$25.00	\$30.00	\$50.00
terminating paths	\$25.00	\$30.00	\$50.00
originating	\$25.00	\$30.00	\$50.00
originating paths	\$25.00	\$30.00	\$50.00
Sequential Hunting	\$25.00	\$30.00	\$50.00
Circular Hunting	\$20.00	\$20.00	\$20.00
Uniform Hunting	\$2.00	\$2.00	\$20.00



**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

PBX Trunk Service (Cont'd)

DS1 PBX Trunk Service

Where appropriate facilities do not exist, Special Construction charges will also apply.

Nonrecurring Connection Charge: \$500.00

Monthly Recurring Charges:

- Facility	\$250.00
- Per Active Channel (DID)	\$15.00
- Per Active Channel (DOD)	\$35.00

Measured Usage Charges:

Measured Usage Charges for DS1 Trunks are the same as those indicated for a basic business line.

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

PBX Trunk Service (Cont'd)

D. Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI)

Where appropriate facilities do not exist, Special Construction charges will also apply.

	<u>First</u>	Nonrecurring <u>Additional</u>
Per Point of Termination (incl. 1 <sup>st</sup> ½ mile to CO)	\$1000.00	\$750.00
Each Add'l ½ Mile	\$50.00	\$50.00
- Fixed Mileage	\$50.00	\$50.00
- Per Mile Charge	\$50.00	\$50.00
Primary Rate Interface, first	\$500.00	\$500.00
- Per Usage Rate B Channel	\$50.00	\$50.00
- Per Flat Rate B Channel	\$50.00	\$50.00

RS = Rates may be reduced selectively and in varying amounts, down to incremental cost, on one day's notice to customers and the Commission of Public Utilities.

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

PBX Trunk Service (Cont'd)

D. Integrated Services Digital Network-Primary Rate Interface  
(ISDN-PRI) (Cont'd)

	<u>Recurring Charges</u> <u>Monthly</u>
Per Point of Termination (incl. 1 <sup>st</sup> ½ mile to CO)	\$700.00
Each Add'l. ½ Mile	\$50.00
- Fixed Mileage	\$50.00
- Per Mile Charge	\$50.00
Primary Rate Interface, first	\$750.00
- Per Usage Rate B Channel	\$50.00
- Per Flat Rate B Channel	\$50.00

RS = Rates may be reduced selectively and in varying amounts, down to incremental cost, on one day's notice to customers and the Commission of Public Utilities.

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

Centrex Service

Nonrecurring Connection Charge:                    \$100.00  
(per station line)

Monthly Recurring Charges:

Term: (per station line)

Monthly	\$25.00
24 months (Discount)	2.5%
36 months (Discount)	5%
60 months (Discount)	10%
84 months (Discount)	15%

Over 100 lines

INDIVIDUAL CASE BASIS

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

BUSINESS NETWORK SWITCHED SERVICES (Cont'd)

Centrex Service (Cont'd)

Optional Centrex Features

Nonrecurring Connection Charge:                      \$500.00  
(per station line)

Monthly Recurring Charges:

Term: (per station line)

Monthly    \$300.00

24 months (Discount)                                      2.5%

36 months (Discount)                                      7.5%

60 months (Discount)                                      10%

84 months (Discount)                                      28%

Voice Mail, per line per month:                      \$10.00

Over 100 lines    INDIVIDUAL CASE BASIS

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

Alternate Telephone Number Listings

Monthly

Non-Published Listing

Business	\$4.00
Residence	\$3.00

Semi-Private Listing

Business	\$4.00
Residence	\$3.00

Additional Listing

Business	\$3.00
Residence	\$2.00

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

DATA SERVICES

Frame Relay Service (FRS)

The following rates and charges apply to intraLATA FRS in those LATA's where technical capability is available.

A. FRS Access Links (Local Loops)

The rates and charges for access services AND (DS0) 56 Kbps, xDSL Service (DS1) 1.549 Mbps, (DS2) 6.312 Mbps and (DS3) 44.736 Mbps, are found in the published Tariffs of the relevant ILEC to furnish such access service, as the same are on file with The California Public Utility Commission.

(T)

	<u>Installation Charge</u>	<u>Monthly Rate</u>
B. <u>FRS Access Port Termination – Per Port</u> (Port charge includes the first DLCI)		
56 Kbsp	\$500.00	\$75.00
128 Kbsp	\$400.00	\$150.00
384 Kbsp	\$400.00	\$400.00
1,536 Kbsp	\$400.00	\$600.00

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

DATA SERVICES (Cont'd)

Frame Relay Service (FRS) (Cont'd)

DCLI - Per Port (rate for each DLCI)

	<b><u>Installation Charge</u></b>	<b><u>Monthly Rate</u></b>
1	\$25.00	\$25.00
2-6	\$25.00	\$15.00
7-11	\$25.00	\$7.50

	<b><u>Installation Charge</u></b>	<b><u>Monthly Rate</u></b>
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Optional Feature

Traffic Detail	\$50.00	\$10.00
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Change Charge

This charge applies when the customer makes a change to the port termination speed and there is no change to the access link. Changing the speed of the access link will incur an installation charge for the new access link and an installation charge for the new port termination.

	Installation Charge	
Change Charge – per port	\$25.00	



**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

DATA SERVICES (Cont'd)

ISDN

		<u>Installation Charge</u>	<u>Monthly Rate</u>
A.	ISDN-BRI Basic Service Each ISDN	\$100.00	\$25.00
B.	ISDN-BRI Optional Packet Data Device Each Device	\$15.00	\$7.50

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

DATA SERVICES (Cont'd)

ADSL Services

A. Customer Premises Equipment and Installation

**Non-recurring  
Charge**

Month to Month Customers, Only

\$496.00

	<b>(1-Year and 3- Year Terms)</b>	<b>Customer Premise Equipment</b>	<b>Equipment Installation</b>	<b>ADSL Service Installation</b>	<b>Month-to-Month Service</b>
<b>ADSL Transport</b>	\$25.00	\$150	\$150	\$150	\$50
<b>Internet Access</b>	\$15.00	\$150	\$150	\$150	\$25

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.1 CURRENT RATES (Cont'd)

DATA SERVICES (Cont'd)

ADSL Services

B. Platinum Package

	(1-Year and 3- Year Terms)	Customer Premise Equipment	Equipment Installation	ADSL Service Installation	Month-to-Month Service
<b>ADSL Transport</b>	\$150	\$200	\$150	\$150	\$150
<b>Multi User (up to 256 accounts) Internet Access</b>	\$200	\$150	\$150	\$150	\$250

**COMPETITIVE LOCAL CARRIER**

Section 10 – RATES & CHARGES (Cont'd)

10.2 Gross Revenue Tax Surcharges

In addition to all recurring, non-recurring, minimum usage, or special charges, the subscriber shall pay each of the following surcharges designed to recover California utility taxes imposed on Carrier:

(T)

- (i) State Gross Revenue Tax Surcharge, imposed on all charges for recurring, non-recurring, minimum, usage or special charges for intrastate service as follows:

Services Provided Intra LATA Toll and All Other			
<u>Period</u>	<u>For Resale</u>	<u>RCP Services</u>	<u>Services</u>
10/1/1998	.7557%	3.8870%	4.1149%
1/1/2000	.7557%	3.0919%	3.3198%
7/1/2000+	.3764%	2.8273%	2.9405%

**COMPETITIVE LOCAL CARRIER**

**SECTION 11 – EMERGENCY/CRISIS/DISASTER RESTORATION AND  
PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY**

1. General

- a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintaining a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual For The Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or re-issuance of these regulations or manuals supersede Tariff language contained herein.

- b. The TSP program has two components, restoration and provisioning.

- i. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
- ii. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

**COMPETITIVE LOCAL CARRIER**

**SECTION 11 – EMERGENCY/CRISIS/DISASTER RESTORATION AND  
PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)**

2a. TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- a. determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
  1. National Security Leadership
  2. National Security Posture and U.S. Population Attack Warning
  3. Public Health, Safety, and Maintenance of Law and Order
  4. Public Welfare and Maintenance of National Economic Posture
- b. identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov>).
- d. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov>), for information on identifying a sponsor for TSP requests.
- e. Submit the SF 315 to the OPT.
- f. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of the NS/EP services.

**COMPETITIVE LOCAL CARRIER**

**SECTION 11 – EMERGENCY/CRISIS/DISASTER RESTORATION AND  
PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)**

**2b. TSP Request Process – Provisioning**

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to the cost of the user.
- b. Verify that the Company cannot meet the service due date without a TSP assignment.
- c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of military service, commander of a major military command, or state governor.

**COMPETITIVE LOCAL CARRIER**

SECTION 11 – EMERGENCY/CRISIS/DISASTER RESTORATION AND  
PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

3. Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- a. Identify telecommunications services requiring priority.
- b. Request, justify, and revalidate all priority level assignments. Revalidations must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- c. Accept TSP services by the service due dates.
- d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- e. Pay the Company any authorized costs associated with priority services.
- f. Report to the Company any failed or unusable services with priority levels.
- g. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- h. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.



**COMPETITIVE LOCAL CARRIER**

**SECTION 11 – EMERGENCY/CRISIS/DISASTER RESTORATION AND  
PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)**

4. Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after receipt of TSP authorization code.
- b. Revoke TSP services at the direction of the end-user or OPT.
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- f. Confirm completion of TSP service order activity to the OPT.
- g. Participate in reconciliation of TSP information at the request of the OPT.
- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified “end-to-end” by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- k. Disclose content of the NS/EP TSP database only as may be required by law.
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issues by the OPT.

**COMPETITIVE LOCAL CARRIER**

**SECTION 11 – EMERGENCY/CRISIS/DISASTER RESTORATION AND  
PROVISIONING – TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)**

**5. Preemption**

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

**COMPETITIVE LOCAL CARRIER**

**Taxes and Surcharges**

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and local surcharges, taxes and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the Customer for the Company's intrastate services. Such charges include, but are not limited to, the surcharges and fees ordered by the CPUC. None of the surcharges will apply to any taxes or surcharges levied upon the Company's service to a Customer.

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.

**COMPETITIVE LOCAL CARRIER**

**Taxes and Surcharges (continued)**

(Reserved For Future Use)

**COMPETITIVE LOCAL CARRIER**

**Universal Lifeline Telephone Service (ULTS)**

A. Applicability:

These rates are applicable to lifeline local exchange services provided to eligible residential Applicant.

B. Territory:

Within the base rate areas of all exchanges as shown and defined in Pacific Bell's current and effective tariffs on file with the CPUC.

C. Rates:

1. Service Establishment \$10.00  
(per line, per order)

2. Flat Rate Service Charge \$ 5.34  
(per line, per month)

3. Measured Rate Service Charge \$ 2.85  
(per line, per month)

4. Measured Rate Usage

Over 50 Call Monthly Allowance (per message):

Each message \$ 0.08

5. Lifeline applies to only one service establishment order per 12 month period.

- Includes Unlimited Calling Between Points in Customer's Local Calling Area.
- Includes allowance of 60 untimed local calls per month. Allowance may not be carried over from month to month. Additional calls subject to usage charges.

**COMPETITIVE LOCAL CARRIER**

**Universal Lifeline Telephone Service (ULTS) (continued)**

D. Special Terms and Conditions:

1. No deposit or other form of security will be required of an Applicant for Lifeline service unless the Applicant has an unpaid final residential telephone service bill over 45 days old for service provided by any California local exchange carrier.
2. Lifeline service is provided only to the Customer's principal residence. The principal Customer must not be served by more than one local exchange telephone line.
3. Customers to and Applicants for Lifeline service must certify, on a form to be provided by the Company, Inc. at the time the initial application for Lifeline service is made and annually thereafter or at any time the eligibility criteria for Lifeline service change, that they meet the eligibility criteria established herein. Such certification must be provided before Lifeline service will be provided.

E. Income Limitation:

The Customer's total income for the fiscal year in which Lifeline service is provided, including the income of all family members must not exceed the limits set forth below.

<u>Household Size</u>	<u>Income Limitation</u>
1 - 2	\$ 25,100.00
3	\$ 29,300.00
4	\$ 35,400.00
Each additional household member	\$ 6,100.00

**COMPETITIVE LOCAL CARRIER**

**Promotions**

From time to time, the Company may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Each promotional offering must be tariffed before it is offered to Customers and filed according to General Order 96-B.

**Advice Letter No. 5  
Decision No.**

**By: Basil Stepanov  
Director of IT Services**

**Filed: June 22, 2015  
Effective: July 22, 2015**

**COMPETITIVE LOCAL CARRIER**

**Sample Forms**

**Individual Case Basis Agreement**

This Individual Case Basis (ICB) Service Agreement ("Agreement") is between American Telephone Company LLC, a New York corporation, and \_\_\_\_\_, (hereinafter "Customer"), whose address is located at \_\_\_\_\_. This Agreement is effective when signed by both the parties and subsequently approved by the California Public Utilities Commission ("CPUC") or Federal Communications Commission ("FCC"), as appropriate.

**1. SERVICE TERM**

\_\_\_ Month-to-Month \_\_\_ 1 Year \_\_\_ 2 Years \_\_\_ 3 Years \_\_\_ 5 Years

The Service Term begins on the date the Service is installed, but in no event prior to the receipt of the required approval of the CPUC or FCC. Following the expiration of the term, the Agreement shall continue on a month-to-month basis, upon the terms and conditions and pricing then in effect and specified in the applicable tariff(s).

**2. SERVICE**

a. Service Type and Quantity (check all that apply)

Calling Plan \_\_\_\_\_  
\_\_\_ Access (type) \_\_\_\_\_ (quantity) \_\_\_\_\_

\_\_\_ Local \_\_\_ IntraLATA \_\_\_ Long Distance \_\_\_ Toll-Free

Calling Card

\_\_\_ Point to Point Type: \_\_\_\_\_ Quantity: \_\_\_\_\_

\_\_\_ Calling Features: \_\_\_\_\_

\_\_\_ Other (For Internet Service use Internet Agreement):

b. ICB Arrangement (specific ICB rates must be listed): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**COMPETITIVE LOCAL CARRIER**

**Sample Forms (continued)**

**Individual Case Basis Agreement (continued)**

c. The telecommunications services offered by American Telephone Company LLC under this Agreement are offered pursuant to American Telephone Company LLC's tariff, which is filed with the CPUC for intrastate services. The services provided hereunder are offered under, and pursuant to, the pricing, terms, conditions and limitations as set forth in such tariffs. Customer agrees to abide by and be bound by the terms and conditions and applicable nonrecurring and monthly recurring charges of said tariffs and said tariffs are fully incorporated herein. The tariffs are available for review at American Telephone Company LLC's offices. For services that are not tariffed, the terms and conditions of this Agreement shall govern, except that, for services provided hereunder that are also offered under one or more tariffs, in the event of a conflict between this Agreement and such tariff, this Agreement shall control.

(T)

(T)

d. This Agreement shall at all times be subject to such changes and modifications by the CPUC and the FCC, and said Commissions may, from time to time, direct in the exercise of their appropriate jurisdiction.

TERMS AND CONDITIONS CONTINUE ON REVERSE

By signing this, I Agree To Pay All Charges Incurred On My American Telephone Company LLC Account, Including Any Applicable Federal State Or Local Use, Excise, Sales, Privilege Taxes, Duties Or Similar Liabilities By The Stated Due Date And To Adhere To All Of The Terms And Conditions Set Forth In This Agreement. Further, I Represent That I Am Authorized To Approve And Accept The Responsibility Of The Terms And Conditions Herein.

American Telephone Company LLC                      CUSTOMER:  
Company / Organization Name

By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

**COMPETITIVE LOCAL CARRIER**

**Sample Forms (continued)**

**Sample Customer Notice of Discontinuance of Service for Non-Payment of Bills**

(Date)

Customer Name

Customer Address

Customer telephone number and/or account number

Dear (Customer):

Our records indicate that the subject account remains past due. We request payment in the amount of \$\_\_\_\_\_ be received in our office no later than (date). On (date plus 7 days) a disconnect order will be submitted to our order cancellation department if payment has not been received by that time. If your service is disconnected, you will be required to pay a deposit equal to two months' usage, in addition to reconnect charges of (reconnect amount). Your local service will not be disconnected for non-payment of any charges for unregulated telecommunications services that may be included in the amount shown above.

To prevent an interruption in service and to avoid the additional charges PLEASE MAIL YOUR PAYMENT TODAY to:

Accounts Payable  
American Telephone Company LLC  
16 West 45<sup>th</sup> Street  
New York City, NY 10036

If you believe that the amount now overdue was billed in error, American Telephone Company LLC will investigate the disputed amount upon written request. If, after investigation and review by American Telephone Company LLC, there is still disagreement over the amount due, you may appeal the dispute to the Consumer Affairs Branch of the California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102, 1-800-649-7570.

If you have any questions regarding the amount due or wish to make arrangements for payment, please contact your American Telephone Company LLC representative at (800) 990-9093.

(Service Representative)  
American Telephone Company LLC