
Title Page

Schedule of Rates and Charges for Network Access Service
Together with Rules and Regulations
Applicable to Telephone Service
Provided in the Territory Served by the Company
within the State of Oregon in
business wire centers and exchanges as follows:

Aloha Grand Island	Powers	
Amity	Gresham	
Aumsville/Turner	Hillsboro	Reedsport
Bandon	Hoodland	Sandy
Banks	Imbler	Scholls
Beaverton	Imnaha	Sherwood
Brookings	Joseph	Silverton
Bull Mountain	LaGrande	Somerset West
Clatskanie	Lakeside	Stafford
Coos Bay/North Bend	Langlois	Sunnyside
Coquille	Lostine	Tigard
Cove	McMinnville	Tualatin
Dayton	Mill City	
Detroit	Murphy/Provolt	Union
Elgin	Myrtle Point	Valley View
Empire	Newberg	Vernonia
Enterprise		Wallowa
Forest Grove	Orient	Wilsonville
Gaston	Port Orford	Yamhill
Gold Beach		

Services offered in the Network Access Services Tariff P.U.C. OR No. 18
may also be subject to
Rates, Terms or Conditions contained in the
Statewide Price List

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EXPLANATION OF SYMBOLS

- C - To signify changed listing, condition, rule or regulation
- D - To signify discontinued material
- I - To signify increase
- M - To signify material transferred from one sheet to another sheet of the same or a different schedule
- N - To signify new material
- R - To signify reduction
- T - To signify change in text but no change in rate, condition, rule or regulation

II. DEFINITIONS

Access Line

A circuit between a switching center and a subscriber premises which includes a standard network interface (SNI).

Access Line Installation Charge

An initial Service Charge made to cover all or a portion of the cost associated with the installation of communication facilities.

Air Line Mileage

The shortest distance between the points involved.

Applicant

An individual or concern who (1) applies to the Company for telephone service with a utility or (2) reapplies for service at a new or existing location after service has been discontinued.

Automatic Call Back (Camp-On)

This feature allows a station, which has reached a busy condition on an internal call to be notified when the busy station becomes available and to be placed automatically in a "call back" mode. The system will scan both the calling station and the called busy station. At the moment both stations are free, the system will call the originating station first and once the user answers, the system will call the camped-on station.

Automatic Route Selection (ARS)

With this feature, customer-provided trunk route lists are automatically searched for the most economical route to a destination.

Average Power

The power averaged over any one-tenth second.

Billed Number Screening

A feature that restricts billing of collect and third number billed calls to a specific telephone number.

II. DEFINITIONS

Bridged Lines

See Combination Main Service.

Business Service

Business service is exchange service furnished to customers whose actual or obvious use of the service is for conducting a business, trade or profession, or whose use of the service is obviously not confined to domestic use. Business services have been divided into three geographically based zones.

Call Forward

The Call Forward feature allows a customer to have incoming calls to a station automatically forwarded to a predetermined telephone number. Call Forward consists of three variations as follows:

- Forward all calls
- Forward when busy
- Forward when there is no answer

Call Hold

The Call Hold station feature allows a station, engaged in a call, to set the call into holding condition, which completely frees the station to place or receive a call.

Call Park

This provides a station engaged in a call to set the call aside into a holding condition for access from another station in the system. The Call Park feature differs from the Call Hold feature in that the call is associated with an index code, or in some systems a station number, and does not standby for access by the station, which set the call aside. The feature allows any station to dial a Call Park retrieval code to be connected to the held call.

Call Pick-up

The Call Pick-up feature permits a station user of a designated pick-up group to answer a call directed to another station in the group by dialing a code.

Call Restriction Service (CRS)

Call Restriction Service prevents access to the toll network. Depending on the option selected, CRS will block access to 1+, 0+, 0-, 1+ 900, 1+ 976, and local directory assistance.

Call Transfer

This feature allows a station to hold and transfer calls. During transfer the two stations talk privately. The station receiving the transferred calls must be internal to the system.

II. DEFINITIONS

Call Waiting (With Cancel Call Waiting)

With this feature, an incoming call encountering a busy station receives audible ringing. The called busy station receives a Call Waiting tone. The called busy station may then acknowledge the incoming caller and place the existing caller on hold, then alternate between the callers, or abandon one of the calls. Call Waiting may be deactivated by entering a special code prior to each call where the feature is not desired.

Central Office

A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks.

Central Office Located Trunk

A Customized Multi-line Telephone Service or ISDN-BRI network access register that connects the end user to the public switched network.

Central Office Trunk

See Trunk.

Challenge Intercept

See Split Referral Service

Channel

A path for communication between two or more telephones or Company offices, furnished in such a manner as the Company may elect, whether by wire, radio, or a combination thereof.

Class of Service

The various categories of service generally available to the customer: business, residence, and public.

Coin Box Service (Public Service)

See Public Telephone Service definition.

Coin Line Service

A coin voice grade exchange line that provides switch based dial tone first (DTF) coin line functionalities for the connection of customer-owned coin operated telephones (COCOTs).

Combination Main Service

This service provides for serving separate business and residence locations from the same one-party line with separate rings for each location.

II. DEFINITIONS

<p><u>Communications Systems</u> Denotes channels or other facilities, which are capable, when not connected to telephone service and WATS, of communications between customer-provided terminal equipment or Company telephones.</p> <p><u>Companion Service</u> See Combination Main Service.</p> <p><u>Company</u> ZiPLY Fiber Northwest, LLC d/b/a ZiPLY Fiber</p> <p><u>Competitive Service Provider</u> A party who is not a public utility, with a certificate of authority to provide services authorized under OAR 860-32-005 and -010.</p> <p><u>Complex Service</u> Telephone service arrangement that has a requirement for common equipment, plus Wide Area Telephone Service (WATS), Private Line Telephone Service and Data Service arrangements which, by nature, are complex but may not necessarily require common equipment.</p> <p><u>Connecting Arrangement</u> The equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with the facilities of the Company.</p> <p><u>Contiguous Exchanges</u> Two exchanges whose boundaries adjoin.</p> <p><u>Continuous Property</u> Property owned or leased and occupied by a customer, which is not separated by public highways or by property occupied by others.</p> <p><u>Contract</u> The service application-agreement between a customer and the Company under which service and/or facilities are furnished in accordance with the provisions of applicable tariffs and under special conditions.</p> <p><u>Cost</u> The word encompassing actual cost of material, labor, vehicles, and incidentals, plus a charge for administration.</p>	(T)
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II. DEFINITIONS

Customer

A person, firm, partnership, corporation, municipality, cooperative organization, governmental agency etc., who has applied for, been accepted, and is currently receiving service. A customer who voluntarily discontinues service and reapplies for service at a new or existing location within 20 days after disconnection will retain customer status.

Customer Designated Location

A location specified by the customer for purposes of terminating Network or Switched Access Service such as the customer's premises or the building where an off premises extension terminates.

Customer-of-Record

The person or entity who resells or shares exchange services.

Customer Premises Inside Wire (CPIW)

Wire for telecommunications purposes which is on the customer's premises. CPIW begins on the customer's side of the Standard Network Interface (SNI).

Customer-provided Pay Telephone Service

Pay telephone service provided through an instrument owned by the customer. The services are provided on an instrument implemented basis rather than a central office implemented basis, and must be connected to a Public Access Line.

Data Access Arrangement

A protective connecting arrangement for use with the network control signaling unit, or in lieu of the connecting arrangement, an arrangement to identify a Central Office line and protective facilities and procedures to determine compliance with criteria set forth in the General Regulations.

Date of Presentation

The date upon which a bill or notice is mailed, first class, postage prepaid, in a sealed envelope properly addressed to the customer, or if not mailed, the date upon which that bill or notice is presented to the customer by a representative of the Company.

Demarcation Point

The point of common termination of Company-provided and Customer-provided facilities. Sometimes referred to as the Standard Network Interface (SNI).

II. DEFINITIONS

Deposit

A cash payment made by the customer in aid of establishing or reestablishing credit with the Company. Such payment, which may be required before or during the period of service, offsets the risk that the customer may make inadequate payment following a period of service. Interest is payable on all deposited amounts.

Direct Electrical Connection

Denotes a physical connection of the electrical conductors in the communications path.

Direct Inward Dialing (DID)

DID allows incoming calls from the exchange or toll network to reach specific stations without attendant assistance or intervention.

Direct Inward-Outward Dialing (DIOD)

DIOD allows incoming calls from the exchange or toll network to reach specific stations without attendant assistance or intervention and allows the trunk to be used to place outgoing calls.

Directory Listings

Essential information in the telephone directory or information records of the Company whereby telephone users may ascertain the telephone number of a listed customer telephone.

End Office Switch

A Company local switching system where Company local service subscriber station loops are terminated for purposes of interconnection to each other and to trunks.

End User

A client of an interstate carrier taking service offered in combination with telephone companies and other carriers.

Equalization

The procedure applied to a program transmission channel so that the component frequencies of the program material transmitted have about the same relationship at the two ends of a channel.

II. DEFINITIONS

Exchange

An exchange is a specified area established for the furnishing of communication service. It usually embraces a city, town, village, or unincorporated community and environs thereto and may consist of one or more central offices, together with the associated plant used in furnishing service within that area.

Extended Area Service

Interexchange telephone service furnished at flat or measured service rates between one or more exchanges.

Extension Service

Extension service provides the capability of originating or receiving calls from locations equipped with telephones in addition to the primary termination of the network access line. Telephones on extension service may be provided by the Company or the customer.

Facilities

Telephones, supplemental equipment, apparatus, wiring, poles, cables, and other materials and mechanisms necessary to, or furnished in connection with telephone service.

Farmer Line Service

See Service Stations.

Flat Rate EAS Usage Charge

Flat rate charge for interexchange telephone service furnished between one or more exchanges.

Flat Rate Service

Service furnished at a fixed monthly rate.

Foreign Exchange

Any exchange other than that in which the customer is located.

Foreign Exchange Directory Listing

An alphabetical listing in the directory of an exchange other than the exchange in which a subscriber is furnished local service.

II. DEFINITIONS

Foreign Exchange Service

Exchange service furnished a customer from a central office located in an exchange other than that in which the customer's primary station is located, or off premises station service furnished a customer in an exchange other than that in which the customer's primary station is located (a grandfathered service).

Grandfathered Service

Existing service not available to new customers.

Individual Line Service

See One-Party Service

Interface

That point on the premises of the customer at which provision is made for connection of Company facilities to facilities provided by others.

Joint User

An individual or concern authorized by the Company and the customer to share in the use of the customer's business telephone service. All arrangements regarding service must be made by the customer.

Last Number Redial

The Last Number Redial feature enables the subscriber to redial his/her last manually dialed number without having to remember and redial the entire number.

Lifeline Service

See Oregon Telephone Assistance Program.

Line Connection

Installation of facilities provided by the Company for a circuit from the central office to the protector, inclusive.

Line Extension

A line extension is the outside plant required in addition to existing facilities to render telephone service.

II. DEFINITIONS

Local Calling Plans

Refers to customer ability to choose whether local calling will be rated as all measured, a combination of measured and flat, or all flat. Local calling consists of both local exchange and EAS.

Local Channel

A Channel connecting two or more stations within an exchange area.

Local Exchange

The area within the boundaries of exchange maps filed with and approved by the Commission.

Local Message

A completed customer call not subject to toll charges.

Local Service

Telephone service furnished between customers' telephones located within the same local service area.

Local Service Area

The area within which telephone service is furnished under a specific schedule of rates. This area may include one or more exchanges without the application of toll charges.

Market Area

A geographic area for the administration of communications service. It encompasses designated wire centers which are grouped to serve common social, economic, and other purposes.

Measured Usage

A separate charge applicable to each outgoing local message (local exchange and/or EAS). The message charges are based on the time of day, distance, and length of calls, by zone. Measured usage is provided in conjunction with the measured Local Calling Plans: Basic Calling Service and Community Calling Service.

Message

A completed customer telephone call.

Mileage Rate

Additional recurring charges based on distance measurement as provided in the schedules.

II. DEFINITIONS

Minimum Term Commitment Period

A minimum length of time for which a customer is obligated to pay for service, facilities or equipment, whether or not retained by the customer for such minimum length of time.

Move and Change Charges

Nonrecurring charges made to cover the cost of changes in location or type of instrumentalities or in wiring on a customer's premises at the request of the customer.

Native American Lifeline

Additional federal Lifeline and Link Up assistance for qualifying low-income individuals living on Native American reservations to reduce the cost of basic telephone service and offset Initial Service Order Charges and line extension costs associated with the initiation of service for those individuals.

Network Access Charge

The element of local service representing the ability of the customer to access the network and to receive calls.

Network Access and Local Exchange Usage Charge

The element of local service representing the ability of the customer to access the network, receive calls, and to make unlimited calls within the customer's own exchange.

Network Control Signaling

Signals which perform functions such as supervision (control, status, and charging signals), address signaling (dialing), calling and called number identification, audible tone signals (call progress signals indicating reorder or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of switching machines in the station system.

Network Control Signaling Unit

The terminal equipment furnished by the Company or customer for the provision of network control signaling.

Network Interface

The point of common termination of Company-provided and customer-provided facilities. Sometimes referred to as the Standard Network Interface (SNI).

II. DEFINITIONS

Noncontiguous Exchanges

Two exchanges whose boundaries do not adjoin.

Nonlisted Service

An arrangement whereby a customer is omitted from the telephone directory but not from the information records, at the customer's request.

Nonrecurring Charge

A one-time charge covering installation, move, or change of facilities accomplished at customer's request. The charge may be based on either a flat rate or on a time and material (T&M) basis.

Off Premises Stations and Extensions

The wire facility used in providing an off-premises access line.

One-Party Service

A grade of Network Access arranged to serve one customer only, although additional telephones may be connected to the Network Access line as extensions.

Oregon Telephone Assistance Plan (OTAP)

A program, which provides reduced monthly rates for low income residential customers who meet eligibility requirements established by the Commission. Rates under this program apply to the single line serving the customer's principal residence. (See Service Assistance Program Surcharge.)

Pay Telephone Service

Public, semi-public and customer-provided pay telephone service. Exchange service provided at the customer's request and designed for use of the customer and the public at locations somewhat public in character at a specified charge for each outgoing message. Public and semi-public locations are at a location chosen or accepted by the Company and use central office implemented features. Customer-provided service is offered by the customer on an instrument-implemented basis and must be connected to a Public Access Line.

II. DEFINITIONS

Permanent Disconnect

A service is permanently disconnected when the customer is denied both incoming and outgoing service by the Company.

Premises

A building, two or more buildings, or part of a building, including associated grounds, located on continuous property and occupied by an individual customer. This could include all or part of a single residential or business building, multi-story building, or multiple-buildings on continuous property.

Private Branch Exchange Service

Service furnished by means of trunk lines directly connected from a Company central office to a branch switchboard on a customer's premises from which connection is made to stations located at various locations of the customer's operations. Private Branch Exchange Service is for the exclusive use of the customer or the customer's authorized agent.

Public Access Line

An exchange line to which a customer-provided instrument is connected, to provide pay telephone service.

Rate

A recurring monthly assessment made in conjunction with the provisions of a service.

Residence Service

A class of network access furnished to an individual at a residence or place of dwelling where the actual or obvious use of the service is primarily for domestic purposes.

Residential Service Protection Fund (RSPF)

RSPF permits a surcharge of a specified amount, up to 35 cents, to be charged to each access line as ordered by the Public Utility Commission. The surcharge will be used to fund the Oregon Telephone Assistance Program (OTAP) and the Telecommunications Devices Access Program (TDAP), a program for the deaf.

II. DEFINITIONS

Route Mileage

The distance measured along the route of the circuit between any two or more given points on that circuit.

Service Charges

See Service Charge.

Service Line Service

Service furnished to customers beyond the normal serving area by means of lines and telephones which are owned and maintained beyond a designed junction by organized associations of customers.

Service Point

When used in connection with customer-provided communications channels denotes the point on the customer's premises where channels provided by or furnished to the customer are terminated in switching equipment used at least in part for communications with telephones or customer-provided terminal equipment.

Shared Telecommunications Service

The provision of telecommunications and information management services and equipment and includes connection to the local exchange telecommunications service by a commercial shared services provider or by a users' association.

Simple Service

Telephone service arrangement that has no requirement for common equipment.

Single Ended Terminal Device

A terminal device which terminates only one line at a given time (e.g. headset).

Slamming

The unauthorized change of a subscriber's preferred telecommunications carrier.

II. DEFINITIONS

Speculative Project

Projects involving oil wells, mining operations, stock or other promotional schemes, club memberships or other drives, sales campaigns, resorts, business ventures when experience shows that they are of a type subject to frequent sales or in which the proprietor has only a minor financial interest, and other projects, including subdivisions for which the utility is unlikely to recover its investment.

Speed Dialing - Eight and Thirty Number

This feature allows a user to place calls to a previously designated list of frequently dialed numbers. This is achieved by dialing a two- or three-digit code instead of dialing all digits of the desired number.

Split Referral (also referred to as Challenge Intercept)

Service in which an Intercept Operator furnishes referral of calls from a disconnected telephone number to more than one forwarding telephone number.

Station

Network control signaling unit at the customer's premises.

Station Line

The channel connecting the customer- or Company-owned telephone or terminal equipment to the private branch exchange system.

Station Hunting

Station Hunting is a call completion feature that increases the likelihood of an incoming call being completed within a customer-defined group of lines. When a system encounters a busy indication while attempting to connect a call to a line which hunting is assigned, the switch recognizes the busy condition and attempts to complete the call on a sequence of other lines.

Station to Station Calling (Intercom)

Station to Station Calling allows a station to dial an abbreviated number of digits to reach other stations directly without the need for attendant assistance.

II. DEFINITIONS

Supersedure

Supersedure of service is when a new customer, who qualifies for the establishment of service, assumes the existing service, as is, of another customer on the premises where the existing service is being rendered and where an arrangement acceptable to the utility is made to pay outstanding charges against the service.

Switched Access Service

Exchange or off-premises station service furnished a customer from a central office located in an exchange other than that in which customer's primary station is located.

Tariff

The index, definitions, rates, charges, rules and regulations, conditions of service, concurrences, and maps adopted and filed by the Company and approved by the Public Utility Commission of Oregon.

Telecommunications Service

Telecommunications service consists of local, toll service, or private line.

Temporary Disconnect

The suspension of telephone service at the request of the customer or, upon written notice of suspension of service on the initiative of the Company without permanent disconnection of service.

Temporary Service

Local service definitely known to be required for a short period, such as service provided for contractors for use during the construction of a building, sales campaigns, athletic contests, conventions, fairs, circuses, etc.

Term Commitment

The length of time for which a customer agrees to pay for service, facilities or equipment.

Terminal Loop

See off-premises stations and extensions.

II. DEFINITIONS

Termination Charge

The charge applicable when an agreement for service is terminated by the customer before the expiration of the minimum agreement period.

3 Way Calling

This feature allows a station user to conduct a conversation between himself and two other parties in any of the following configurations:

- Two other system stations
- One system station and one outside party
- Two outside parties

Tie Line

A telephone circuit connecting two private branch exchange systems for the purpose of interconnecting the stations of one system with the stations of the other without the use of trunk lines to a central office of the Company.

Time and Material Charges

Time and material spent by a Company representative exclusive of work required to establish network access.

Toll Rate

The charge prescribed for toll messages based upon the duration of the initial and additional periods and distance between exchanges.

Toll Message

A completed call between two exchange stations located in different local service areas, between two toll stations, or between a toll station and an exchange station. Charges for toll messages are made on a per unit basis.

Toll Restriction

This feature disallows the dialing of long distance calls. The system may be programmed so that some stations have no dialing restrictions while others have their own defined restrictions.

II. DEFINITIONS

Toll Service

Telephone service between exchanges or locations for which a toll rate is charged.

Toll Terminal Service

Toll terminal service involves a telephone line which is connected directly to toll switchboard positions.

Touch Call Service

A type of high-speed address signaling (dialing) in which numbered buttons in a bank of ten can be depressed to give one of a group of audio tone pairs for signaling directly over the circuit.

Trade Name

The name or style under which a concern conducts its business and by which it is generally known to the public.

Trunk, Central Office Located

An exchange access line between the Company's wire center and a multiline switching system co-located in the same wire center.

Trunk Line

An exchange access line between the Company's wire center and a multiline system on the customer's premises which utilizes common equipment.

Wire Center

A building in which one or more end office switches, used for the provision of Company local services, are located.

III. GENERAL REGULATIONS

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III. GENERAL REGULATIONS

APPLICATION OF REGULATIONS

The regulations set forth herein apply to intrastate services and facilities furnished within the State of Oregon by ZiPLY Fiber Northwest, LLC d/b/a ZiPLY Fiber, hereinafter referred to as the Company, subject to the jurisdiction of the Public Utility Commission of Oregon. (T)

No officer, employee, or agent of the Company has authority to change, amend, or waive any rate or regulation approved or prescribed by the Commission. Rates and regulations may be changed or canceled only with the consent or approval of the Commission.

The Company furnishes exchange, toll, and private line service throughout the territory it serves, as shown by its filed rates, regulations, and maps. The Company also furnishes toll service to the territory served by connecting companies subject to their rates and regulations.

ESTABLISHMENT AND FURNISHING OF SERVICES

Application For Service

The Company may require an applicant to sign an application form furnished by the Company and to establish his credit as provided in these Regulations before the establishment of service.

The Company will accept oral or written application from a customer for additions to or changes in the existing service of such customer.

An application is merely a request for service and does not in itself bind the Company to serve except under reasonable conditions, nor does it bind the applicant to take service. The Company may refuse to accept an application for service if the service is not to be established within a reasonable time.

A written application requires two forms of identification, one must be a government issued picture ID. Acceptable identification: Social Security Card, Driver's License or State/Government issued pictured ID, Birth Certificate, or Other form of ID acceptable to Company to establish an applicant's identification. This requirement is in accordance with 2003 Fair and Accurate Credit Transaction Act Red Flag Rules.

In the rare instance an applicant is unable to provide identification information on an existing account with the Company, or a new applicant cannot be identified through a third party verification process as outlined under Deposits, the applicant will be required to provide positive identification by submitting to the Company a notarized written application or bringing a non-notarized written application to a Company retail center location.

The notarized application and copies of the identifications presented to the Notary Public can be mailed or faxed to the Company. A non-notarized application and identifications can be brought to a Company retail center.

III. GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES (Continued)

Application For Service (Continued)

An application for service canceled by the applicant or the Company prior to the establishment of the service applied for is subject to the following conditions:

Canceled by Applicant

If cancellation is requested prior to the start of installation, the Company will cancel the application, and no charges will apply except as specifically covered by written contract or as provided for elsewhere in these Regulations.

If cancellation is requested subsequent to the time installation has been started, the application will be canceled by the Company, and the Company will collect the Service Charge applicable to the equipment actually installed at the time the application is canceled, or such other amounts specifically covered by contract in accordance with these Regulations.

Installation is considered to have been started when the Company incurs any expense which it would not otherwise have incurred as a result of the installation, provided:

The applicant has advised the Company to proceed with the installation, and the Company has accepted the offer.

If the cancellation is requested after completion of an installation, it will be treated as a discontinuance of service and the minimum requirements of the rate will be applicable in addition to the Installation Charge or Service Charges applicable.

Canceled by the Company

If an applicant refuses to comply with the Company's Rules and Regulations prior to the establishment of service, the Company may cancel the application, and any monies collected from the applicant will be refunded.

III. GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES (Continued)

Advance Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's local service rate plus installation charges that may be applicable in addition to such special construction charges as are to be borne by the applicant.

Federal, State, or Municipal governmental agencies may not be required to make advance payments.

Deposits

Regulations involving Deposits are included in Sub-chapters 860-21-200, 860-21-206, 860-21-210, and 860-34-160 of the Oregon Administrative Rules (OAR). The text of the OAR is available for customer inspection upon request.

Third party credit check processes that calculate an applicant's telecommunications risk score may be utilized to determine deposit requirements. The telecommunications risk score predicts an applicant's credit risk by applying a model that includes, consumer credit data, telecommunications industry data, and proven analytics.

A hierarchy credit verification approach is applied to applicants. First, Company or affiliated company payment history; second, National Consumer Telecom and Utilities Exchange members payment history; third, third party model applied that includes financial institution information and telecommunications risk score.

Applicants are informed when a credit check is performed.

An annual percentage rate as determined by the Commission will apply on deposits.

In those instances where the Company requires a deposit, the deposit shall be one-sixth of the estimated annual billings.

III. GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES (Continued)

Provision of Equipment

All equipment necessary for the provision of a given service may be furnished and owned by the customer. The customer may be required to provide suitable housing or other protective measures where Company-provided equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer at a suitable outlet when and where required.

Customer Billing

The customer is responsible for all charges in conjunction with the services furnished including collect toll messages that have been properly billed to the customer's telephone.

Monthly recurring charges are billed in advance while toll and measured charges are billed as accumulated. For billing purposes each month is presumed to have thirty days. Special billing arrangements may be established for services provided to governmental agencies.

Customers have the option of extending payment of installation and move and change charges for a period of up to four months.

Bills are due when rendered unless otherwise specified on the bill and may be paid at any business office of the Company or at any agency authorized to receive such payments. Bills become delinquent 15 days after issuance except bills to government entity customers.

Customers may designate a third party to receive bills and notices. When the Company receives such designation, it shall send bills and notices required under these rules to the representative, with duplicate copies of disconnect notices also served on the customer.

III. GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES (Continued)

Customer Billing (Continued)

When an under or overbilling occurs, the Company shall provide written notice to the customer detailing the circumstances, period of time, and amount of adjustment. If it can be shown that the error was due to some cause, the date of which can be fixed, the over or undercharge shall be computed back to that date. If no date can be fixed, the Company shall refund the overcharge or rebill the undercharge for no more than six months' usage. In no event shall an over or underbilling be for more than three years' usage. Regulations involving adjustments of Utility Bills are included in OAR 860-21-135. The text of the OAR is available for customer inspection upon request.

Where a customer is required to repay an underbilling, the customer shall be entitled to enter into a time payment agreement. If the customer and Company cannot agree upon payment terms, the Commission shall establish terms and conditions to govern the repayment obligation. The Company shall provide written notice advising the customer of the opportunity to enter into a time payment agreement and of the Commission's appeal and complaint process.

Billing will reflect the Oregon Telephone Assistance Program (OTAP) credit effective with the date specified by the Oregon Public Utility Commission for each recipient. The OTAP credit will be prorated on the basis of a 30-day month from the effective date of the customer's application.

Effective with bills rendered on and after October 1, 1987, a monthly Residential Service Protection Fund (RSPF) surcharge will be billed per access line. Recipients in either OTAP or the program for the deaf are not exempt from this surcharge.

Where a customer owes a balance to the Company from the customer's prior account for Oregon service, the Company may transfer the amount to the customer's current account in accordance with the regulations involving Transfer Billings included in OAR 860-21-334.

Late Payment Charge

A late payment charge will apply as authorized by OAR 860-021-0126 to accounts not paid in full each month and leaving an unpaid balance of \$20.00 or more to be carried forward.

The late payment charge will be listed separately and included in the total amount due on the current bill.

III. GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES (Continued)

Returned Payment Charge

A charge of \$25.00 will apply for returned payments for residential and business customers. Returned Payment Charge applies to any payment that cannot be processed and includes, but is not limited to: insufficient funds; unable to locate account; account closed; balance held; drawn against uncollected funds; account garnished; payment stopped; no funds; account frozen; or post no debits.

If such payment is received in payment of a delinquent account, the Company may disconnect service immediately as if no payment had been received. Such disconnections shall not take place on a day before a weekend, or holiday or on a weekend or holiday without prior consent of the Public Utility Commission. The Company may require payment of such an account to be made in cash before service is restored.

Minimum Term Commitment Period

Except as specified under Termination Liability, the minimum term commitment period is one month from the date service or additions to service are established. The minimum charge is the established rate for one month.

Special contractual arrangements for special equipment are developed as required.

When a term commitment for service with a one month minimum period is cancelled before establishment of the service is completed, a charge not to exceed the installation charge specified is applied if all or a portion of the facilities have been installed. No minimum or termination charge will apply in the event the service is terminated because of the condemnation, destruction, or damage to property by fire or other cause beyond the control of the customer.

Termination Liability

In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

$$25\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge}$$

Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.

III. GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES (Continued)

Termination Liability (Continued)

End of Term Options

Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:

- Renew their term commitment,
- Commit to a new term period,
- Arrange for a change of service, or
- Arrange for termination of the service.

In the event the customer does not select one of the above options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.

Early termination charges will not be assessed under the following circumstances:

Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;

Customer attempts to move the existing service to a new location within the Company's service area, but the service is unavailable;

Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or

Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:

The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,

The Company provides the new service via tariff or on an Individual Case Basis (ICB), and

The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

III. GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES (Continued)

Temporary Suspension of Service

The Company may temporarily suspend service in the event the customer fails to pay any amounts due. Service may also be temporarily suspended for violation of any regulation governing the furnishing of telephone service. Such suspension shall not be made until at least five days following written notification to the customer of the intention to suspend service. The notice shall also state that permanent disconnection will follow within 10 days unless full payment of any overdue amount or any other obligation is made. It shall be indicated on the written notice of suspension that the customer has the right to appeal the action to the Public Utility Commission.

Abuse or Fraudulent Use of Service

The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

the use of service or facilities of the Company to transmit a message, or to locate a person, or otherwise to give or obtain information, without payment of the charge applicable for service;

the obtaining, or attempting to obtain, or assisting another to obtain, or to attempt to obtain service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;

the use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another;

the use of profane language;

the use of the service in such manner as to interfere unreasonably with the use of the service by other customers;

the use of a switching system to automatically connect an incoming call to an outgoing private line or foreign exchange line to permit the incoming caller to extend a call to a distant location over these facilities is considered to be switching of calls, a service normally performed by the Company. The act of providing a switching service for the purpose of circumventing Company charges is deemed to be abuse or fraudulent use of service as described herein. Also, providing a switching service for which a separate charge is made to any person or organization is deemed to be resale of service as described in these General Regulations.

III. GENERAL REGULATIONS

TELEPHONE SOLICITATION BY USE OF AUTOMATIC DIALING AND ANNOUNCING DEVICES

An automatic dialing and announcing device (ADAD) dials telephone numbers it has been programmed to dial and plays a recorded message when a call is answered.

An ADAD may be connected to the telephone network as business flat rate or Usage Sensitive Service when it meets one or more of these three criteria:

An ADAD may be used by prior consent of the called party if the call is not for the purpose of soliciting potential customers; or

An ADAD may be used if:

A human operator or a recorded message, within 30 seconds of the called party answering the call, identifies the individual making the call and the entity for whom the call is being made, states the purpose and length of the call, gives a telephone number at which a human person can be consulted, describes in plain language the terms of any goods or services offered for sale, and inquires whether the called party is interested in listening to a recorded message; and

The ADAD is immediately disconnected, releasing the called party's telephone line, if the called party gives a negative response to the inquiry. Hanging up must cause the ADAD to disconnect, and instructions for responding to the inquiry must be clear and specific. For instance, if the disconnection is to be accomplished by the ADAD and a negative response is indicated by hanging up or silence, the instructions must say that an audible response of any kind will cause the recorded message to play; and

During the course of the solicitation the operator or recorded message states the total cost of the goods or services offered for sale and the number, timing, and amount of installment payments if installment payments are offered as an option; and

The ADAD will not be used to call an unlisted, nonpublished, emergency, or in-WATS number or to call more than one number held by a called party; and

The ADAD will not be used before 9 a.m. nor after 9 p.m. except in emergencies; and

The ADAD must disconnect and release the line when the called party is using an answering machine; or

III. GENERAL REGULATIONS

TELEPHONE SOLICITATION BY USE OF AUTOMATIC DIALING AND ANNOUNCING DEVICES (Continued)

An ADAD is activated in emergencies only.

Service may be discontinued, at the direction of the Public Utility Commission; to anyone violating the provisions of this tariff after the Company has notified the offending party and the Commission. The Company will notify the offending party of its right to a hearing before the Commission. Other appropriate regulatory and enforcement authorities also must be notified as warranted.

Before any ADAD, other than one that will be used to deliver a message in response to an emergency, may be connected to the telephone network, the potential user shall certify in writing to the Company that the ADADs it will use have the capacity to comply with the requirements of this tariff and that the user will use ADADs only in compliance with this tariff. If requested by the Company, the potential user shall notify the Company in writing of the intended use of the ADAD. The notice shall list the calendar days and clock hours during which the ADAD will be used and estimate the message attempts per hour and the average length of completed messages. The telephone subscriber shall notify the Company in writing within 30 days of any changes in the ADAD operation, which results in either an increase or decrease in traffic volume.

III. GENERAL REGULATIONS

GROUND FOR DISCONNECTION OF SERVICE

The Company may refuse to furnish, or may terminate the service and remove its equipment under the provisions of regulations found in OAR 860-21-305. In the following circumstances, provided suitable notice has been given to the customer, the Company may refuse to furnish or may terminate service:

For failure to establish credit by failing to pay a deposit or make payments in accordance with the terms of a deposit payment arrangement (OAR 860-21-206); or providing false identification or verification of identity;

Where facilities provided are unsafe or do not comply with state and municipal codes governing service or the rules and regulations of the Utility (OAR 860-21-335);

Where a customer requests the Utility to disconnect service or close an account (OAR 860-21-310);

Where dangerous or emergency conditions exist at the service premises (OAR 860-21-315);

For failure to pay Oregon tariff or price listed charges due for services rendered (OAR 860-21-505); or by diverting service or other theft of service;

For failure to abide by the terms of a time payment agreement (OAR 860-21-510); or

Where the Commission approves the disconnection of service.

III. GENERAL REGULATIONS

DISCONNECTION NOTICE

At least five days before the Company disconnects service for nonpayment for services rendered, written notice of disconnection must be provided to the customer and the customer's designated representative, if any.

The notice must be printed in bold face type and must state in easy to understand language:

The reasons for the proposed disconnection

The earliest date for disconnection, and

An explanation of the Commission's appeal and complaint process.

The notice may not be sent prior to the due date for payment for the service billed. The Company may serve the notice of disconnection in person or send it by first class mail to the last known addresses of the customer and the customer's designated representative. Service is complete on the date of mailing or personal delivery.

If a premise visit is required to complete disconnection, the Company shall make good-faith effort to personally contact the customer or a resident at the service address to be disconnected. If the attempt to make personal contact fails, the Company shall leave a notice in a conspicuous place at the premise informing the customer that service has been disconnected.

RECONNECT CHARGE

Where service is disconnected for violation of rules or regulations, for fraudulent use of service, or nonpayment, the Company may charge for the reconnection as set forth in the Service Charges section of this tariff.

TERMINATION OF SERVICE AT CUSTOMER'S REQUEST

Term commitments for service may be terminated prior to the expiration of the term period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charge. (see Termination Liability in this section)

No minimum or termination charge will apply in the event the service is terminated because of the condemnation, destruction, or damage to property by fire or other cause beyond the control of the customer.

SLAMMING

Per CC Docket 94-129, First Order on Reconsideration, FCC 00-135, a telecommunications carrier who acquires a customer by an unauthorized change of that customer's local service will be billed the applicable Service Charges to re-establish that customer's service with the authorized carrier as it existed before the change.

III. GENERAL REGULATIONS

SUPERSEDURE

Supersedure of service is when a new customer, who qualifies for the establishment of service, assumes the existing service, as is, of another customer on the premises where the existing service is being rendered and where an arrangement acceptable to the utility is made to pay outstanding charges against the service. Applicable termination charges will apply for any service furnished under the existing service arrangement, which is not retained by the new customer.

RESALE OF SERVICE

The resale of any service, provided by the Company is not permitted except as provided elsewhere in this Tariff or as specifically authorized by the Company.

TELEPHONE NUMBERS

The customer has no property right to the telephone number or any right to continuance of service through any particular Central Office of an exchange. Should the customer want to be served from a particular Central Office, he will be required to pay mileage rate between the Central Offices within the exchange.

The Company reserves the right to change the customer's telephone number or the Central Office associated with such number, or both, as may be required for the proper conduct of its business.

DIRECTORIES

The Company will furnish, without charge, such local directories as are necessary for the use of the service. Copies of other directories may be provided at a nominal charge.

The Company may give credit for errors or omissions in directory listings furnished without additional charge. Credit will not exceed the monthly rate for the Network Access Line during the effective life of the directory in which the error or omission is made.

Refer to Directory Listing Error or Omission, for liability of Company in this section.

III. GENERAL REGULATIONS

OBLIGATION OF THE COMPANY

Furnishing of Service

The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.

Where facilities beyond those normally required are provided to satisfy customer requests, charges based on the additional costs incurred will apply.

When a customer orders installation, moves or changes, which cannot be completed during scheduled working hours, they may be required to pay overtime charges. Residence Service overtime charges will be the difference between straight time and overtime and will be in addition to the normal installation, move, or change charge. Business Service overtime charges are shown in Service Charges and will be in addition to the normal installation, move, or change charge. The customer must agree to this provision before such overtime work will be performed.

When the construction of certain facilities is necessary for the furnishing of a service, except where otherwise noted in the tariff or Price List, the ownership of such facilities will be vested in the Company, even though all or a part of the cost of construction is borne by the customer.

The Company will determine the type of facilities to be provided for the furnishing of a service.

The Company will be reimbursed for the costs associated with customer requests for relocation or rearrangement of facilities.

III. GENERAL REGULATIONS

OBLIGATION OF THE COMPANY (Continued)

Maintenance and Repair

All costs associated with the maintenance and repair of services furnished by the Company will be borne by the Company except as specified elsewhere in this Tariff or Price List.

The Company will be reimbursed for any loss or damage to its facilities on the customer's premises resulting from intentional destruction, neglect, carelessness, or any other cause except from fire or unavoidable accidents.

Access to customer's premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing, or removing any part of the Company's facilities.

Allowance for Interruptions

In the event of an interruption to the service, which is not due to the negligence of the customer, an allowance will be made if the interruption continues for more than 24 hours from the time it is reported to or detected by the Company.

The allowance will be the prorated portion of the monthly rate or monthly guarantee for the service or the portion of the service made inoperative.

III. GENERAL REGULATIONS

OBLIGATION OF THE COMPANY (Continued)

Service Performance Guarantee (SPG)

If a business-class or a residence-class customer requests installation of a new or subsequent service or repair of an existing service, and the installation or repair is not completed as agreed, the customer will be eligible to receive a credit of \$100.00 for business-class service or \$25.00 for residence-class service.

Credit will be provided in accordance with previously stated conditions at the request of the customer. The customer may choose to apply the appropriate credit toward their bill

One credit per service order or per trouble report may be applied, if the installation or repair involves services from the tariff but excludes the following:

- Public Telephone Service
- Toll Service
- Wide Area Telephone Service (WATS)

Each credit shall be limited to the amount specified above for each service order or trouble report.

A credit will be extended in accordance with the above conditions at the request of the customer.

A credit will be extended in accordance with the above conditions only after the Company fails to meet a commitment to install or repair one or more of the services specified above or fails to restore Company-owned facilities used to provide any of the services specified above.

Credits will be provided in accordance with the above conditions to business-class or residence-class customers.

This Service Performance Guarantee does not constitute a waiver of the provisions of Allowance for Interruptions. Credits paid in accordance with Service Performance Guarantee shall be in addition to those required to be paid in accordance with Allowance for Interruptions.

III. GENERAL REGULATIONS

OBLIGATION OF THE COMPANY (Continued)

Service Performance Guarantee (SPG) (Continued)

Credit is NOT applicable to:

Claims for credit by customers that are temporarily disconnected for nonpayment or are requesting reconnection from a temporary disconnect for nonpayment.

Misuse or abuse of the Company owned facilities by the customer or their agent, or if the problem is found to be associated with the customer's inside wiring or the customer's premises equipment.

Missed commitments of new or subsequent service and outages of more than 24 hours that are a result of natural disasters or circumstances beyond the control of the Company, such as acts of God, wars, revolution, civil commotion, acts of public enemy, labor difficulties (including without limitation strikes, slowdowns, picketing or boycotts), that occur within such a proximity of the due date that the Company could not reasonably notify the customer nor perform the necessary service. Such example is where there has been a storm or other catastrophe that has caused customers to lose telecommunications services and/or other similar utility type services.

Customer Premises Inside Wire (CPIW)

CPIW is telephone wiring located on the customer's premises beginning at the point of connection of premises wiring to the Company's facilities and terminating at the point of connection with terminal equipment. Work on CPIW may be performed by the customer, by a technician designated by the customer, or by the Company at the customer's request.

The connection to Company facilities will be at a standard network interface (SNI) provided by the Company. Terminal equipment will be connected to the inside wire at each location of use via a customer provided modular jack or similar device. FCC registered/approved equipment must be used. Use of unapproved or altered equipment can result in discontinuance of service and/or a service charge for costs to eliminate harm from the network.

Inside wire installed by the Company receives special handling. The PUC approves revenue included in local exchange access line rates which will fully amortize the inside wire account. Facilities will therefore be available for use after the customer contacts the Company and finds they have no conflicting use planned for the wiring.

Installation and Maintenance of customer premises inside wire is the responsibility of the customer.

If it is necessary for the Company to make a service call to clear a line having a fault in CPIW, a visit charge will apply. The Company will notify the customer of the problem and discuss charge(s) before the service person is dispatched.

III. GENERAL REGULATIONS

DEMARCATION POINT

The point(s) of demarcation, or standard network interface (SNI), will normally be provided as follows for each primary service location on continuous property:

Switched Network Services (SNI)

Residence Building - Single Occupant

The SNI will normally be located outside the building at the protector.

Residence Building - Multi Occupant

Small complex (typically 25 units or less) - One SNI will be established for the complex. Normally this will be located either outside the building at the protector or inside the building at a point mutually agreed upon by the building owner and the Company such as an equipment room.

Large complex (typically more than 25 units) - As a minimum, one SNI will be established for the complex. If a single SNI is used, the building will be treated as a small complex. Upon mutual agreement by the Company and the building owner, multiple SNIs may be established at centralized locations throughout the building.

Single Business Building - Single Occupant

The SNI will normally be located outside the building at the protector or inside the building at a point mutually agreed upon by the customer and the Company such as an equipment room.

For single and multi-occupant buildings, additional points of demarcation may apply as follows:

When network facilities must be utilized in extending a line to another location for the same customer on the same continuous property, mileage charges will apply.

Multiple Business Buildings - Single Customer

As a minimum, one SNI will be established for the complex. The building in which the SNI is located will be treated as Single Business Building - Single Occupant. Upon mutual agreement by the Company and the customer, multiple SNIs may be established for the complex. If multiple SNIs are used, each building at which an SNI is located will be treated as a Single Business Building - Single Occupant.

III. GENERAL REGULATIONS

DEMARCATIION POINT (Continued)

Switched Network Services (SNI) (Continued)

Multiple Business Buildings - Multiple Customers

Each building will be treated as a Single Business Building - Multiple Customers.

Single Business Building - Multiple Customers

If the building capacity is provided primarily through horizontal construction (such as a mall), as a minimum, one SNI will be established for the complex. The SNI will normally be located either outside the building at the protector or inside the building at a point mutually agreed upon by the building owner and the Company such as an equipment room. Upon mutual agreement by the Company and the owner, multiple SNIs may be established either on each premises occupied by an individual tenant or at centralized locations throughout the building.

If the building capacity is provided primarily through vertical construction (such as a high rise building), as a minimum, one SNI will be established for the building. The SNI will normally be located in a centralized location, such as an equipment room, on the ground floor or basement of the building. Upon mutual agreement by the Company and the building owner, multiple SNIs may be established. If multiple SNIs are used, one SNI will be located at a centralized location on each floor.

Dedicated Network Services

A demarcation point in addition to those described above may be established at a point mutually agreeable to the Company and the customer.

III. GENERAL REGULATIONS

TAXES, FEES AND SURCHARGES

The Company may recover mandatory taxes and fees imposed by federal, state or municipal government as a separate line item on customer bills.

City Taxes

The aggregate amount of all business or occupation taxes, license, franchise, or operating permit fees, or other similar exactions imposed on the Company by a city shall be charged pro rata to users of exchange access services within the municipality, and separately itemized on the customers' bill, or billed separately.

Gross revenues are those revenues derived from exchange access services, as defined in ORS 401.710, less net uncollectibles from such revenues.

County Taxes

In the event any county, other than a city-county, should impose upon the Company any new taxes, or license, franchise, or operating permit fees, or increase any such taxes or fees, the Company shall collect from its customers within the county imposing such taxes or fees the amount of the taxes or fees, or the amount of increase in such taxes or fees provided, however, that should the taxes or fees cover the operations of the Company in only a portion of a county, then the Company shall recover the amount of the taxes or fees or increase in the amount thereof from customers in the portion of the county which is subject to the taxes or fees. Taxes, as used here, mean sales, use, net income, gross receipts, payroll, business or occupation taxes, levies, fees, or charges other than Ad Valorem taxes.

The amount collected from each customer pursuant to the foregoing paragraph shall be separately stated and identified on all customer billings.

This rule shall apply to new or increased taxes imposed on and after December 16, 1971, including new or increased taxes imposed retroactively after that date.

The above provisions are based on OAR 860-22-042, relating to City Fees, Taxes, and Other Assessments, and 045, relating to Local Government Fees, Taxes, or Other Assessments.

Road Recovery Fee

General

This charge is for the recovery of network facility costs incurred in complying with mandates from City, County, State or Federal authorities, or any other government entity of any kind. The charge will apply to end user accounts who obtain local exchange service from the Telephone Company under its Local Exchange Tariff and/or Price List. The surcharge will be billed monthly per account.

Regulations

1. Surcharge will be assessed at the time of billing.
2. There will be no discounts for vacation, seasonal or temporary suspension of service.

Rates and Charges

Monthly Rate Per Account

Business	\$7.50
Residence	\$7.50

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III. GENERAL REGULATIONS

III. GENERAL REGULATIONS

LIABILITIES

General Liability Statement

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in transmission occurring in the course of furnishing a service and not caused by the negligence of the customer, or the gross negligence of the Company, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs.

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

The Company is not liable for any unavoidable damage to the customer's premises resulting from the attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof.

Whenever commercial power or its equivalent is required to operate services of facilities provided by the Company at the customer's premises, the customer shall:

- furnish such power which shall be suitable for the purpose;
- provide and maintain all necessary power wiring and power outlets in a suitable location and in a safe fashion; and
- allow the Company access to the power supply, if necessary.

In the event of a power failure, no allowance is made for interruption of service, and the Company shall not be held liable for such an interruption of service. Nor shall the Company be liable for any property damage or personal injury, or any other alleged damage or injury, caused by any customer-provided power supply, wiring, or power outlet.

Indemnification of the Company by the Customer

Use of the Company's facilities or services constitutes agreement by the customer to indemnify and hold the Company harmless against:

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

III. GENERAL REGULATIONS

LIABILITIES (Continued)

Indemnification and Limitation of Liability Provisions Relating to Specific Tariff Subjects

Alarm Signal Transport Service (Price List, Section 5)

The alarm company and the customer will indemnify and hold the Company harmless from claims, losses or liability asserted by the alarm company, customer, or any other party related to any personal injury or death of any person or any loss, damage, or destruction of any property resulting directly or indirectly from the installation, operation, or failure of operation of this service or the facilities connected therewith. The alarm company shall obtain a Letter of Authorization for this service from the customer which shall contain appropriate language in which the customer agrees to the limitation of the Company's liability as described in this tariff.

Call Restriction Service (Section VI)

The Company shall not be liable to any person for damages of any nature arising out of, resulting from, or in connection with the provision of Call Restriction Service offered herein, including without limitation the inability of the station user to access the operator for any purpose or any of the other restricted codes specified in the dialing options listed previously.

Detailed Billing Service (Price List, Section 5)

Liability for errors on the magnetic tape is limited to the monthly rate for the service in the month the error occurred.

Directory Assistance Plus (Price List, Section 4)

The Company assumes no responsibility or liability for any errors in the information furnished. The caller shall indemnify the Company and hold it free and harmless of and from any and all claims, demands or damages that shall arise from the use of the service.

III. GENERAL REGULATIONS

LIABILITIES (Continued)

Indemnification and limitation of liability provisions relating to specific tariff subjects (Continued)

Directory Listing Error or Omission (General Regulations-Directories, Section III)

The Company's maximum liability for errors or omissions in listings of its subscribers in its telephone directories is as follows:

Listing furnished without additional charges: The liability of the Company is limited to the amount of charges for exchange service (excluding additional message charges) during the effective life of the directory in which the error or omission is made.

Listing furnished at additional charge: The liability of the Company is limited to the amount of the charges for exchange service (excluding additional message charges, plus the charges for the listing, during the effective life of the directory in which the error or omission is made.

Purchase of advertising in the Company's directory constitutes agreement by the customer to indemnify and hold the Company harmless against any and all claims by any other person or company for damages caused or claimed to have been caused directly or indirectly by the Company in providing the advertising purchased by the customer.

III. GENERAL REGULATIONS

LIABILITIES (Continued)

Indemnification and limitation of liability provisions relating to specific tariff subjects (Continued)

Enhanced 9-1-1 Emergency Telephone Service (Section VII)

The Company's entire liability to the customer or any person for interruption or failure of 9-1-1 service shall be limited by the terms set forth in this section and in any sections of other tariffs, laws, statutes, or rules which apply to the provision of 9-1-1 service by the Company. In addition, the Company's liability for civil damages shall be limited as provided in ORS 401.715 and 401.765. This 9-1-1 service is offered solely to assist the customer in providing 9-1-1 emergency service in conjunction with applicable fire, police, and other public safety agencies. By providing this service to the customer, the Company does not create any relationship or obligation, direct or indirect, to any third party other than the customer.

The 9-1-1 service offering does not include provision of specific caller location information where it is technically impossible to do so. Such technical reasons include, but are not limited to, the inability to provide subscriber information associated with multi-party lines, or private telecommunications systems, such as PBXs or shared tenant services or calls originating over Customized Multi-line Telephone Service lines. The Company does not undertake to obtain subscriber record information from private telecommunications systems, but will accept such information provided to it by the customer.

III. GENERAL REGULATIONS

LIABILITIES (Continued)

Indemnification and limitation of liability provisions relating to specific tariff subjects (Continued)

Enhanced 9-1-1 Emergency Telephone Service (Section VII) (Continued)

The Company does not undertake any responsibility with regard to the attachment of any equipment or linkage of any software by a customer to Company facilities or systems. The customer may, with the prior written consent of the Company, which consent shall not be unreasonably withheld, attach features, devices, or equipment or link software to the equipment, network facilities or systems provided by the Company. Said attachments and linkages must meet all applicable federal and state registration or certification standards. The Company may refuse to consent to attachments or linkages, which it determines may degrade the 9-1-1 system or other Company facilities or otherwise affect the Company's operations.

Should allowed attachments or linkages thereafter degrade the 9-1-1 system or the Company's other facilities or operations, the Company may direct the customer to remove the attachment or disconnect the linkage or take any other action the Company deems advisable to restore the operation of the 9-1-1 system or other facilities.

It is the obligation of the customer to answer, respond to, transfer, terminate, dispatch, or arrange to dispatch emergency services, or otherwise handle all 9-1-1 telephone calls that originate from telephones within the customer's service area. Neither the customer nor the Company shall have any responsibility for 9-1-1 calls that carry foreign dial tone, whether they originate within or outside of the customer's service area, or for calls originating from mobile/cellular telephones.

III. GENERAL REGULATIONS

LIABILITIES (Continued)

Indemnification and limitation of liability provisions relating to specific tariff subjects (Continued)

Digital (ISDN) Single Line Services (Price List, Section 9)

The Company makes no guarantee and assumes no liability for any type of line sharing or shared tenant arrangement by the customer of the Digital (ISDN) Single Line Service and its associated facilities, including (without limitation) the failure of any person to pay the customer's billing for any reason whatsoever, including (without limitation) denied toll calls and toll fraud. The customer of record is billed and is responsible for payment.

Enhanced Services (Price List, Section 13)

The Company extends no warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to enhanced services. The Company's liability for any failure or defect in any enhanced service shall be limited to a refund of the service charges for the time over which the service failed to perform. The Company assumes no responsibility for any unauthorized use of an enhanced service. The Company shall not be liable for special, consequential, or incidental damages which may arise in connection with the provision or use of enhanced services. The charges for enhanced services have been established on this basis. By accepting and using these services, the customer agrees to the limitation of liability.

Interconnecting Company Facilities Used in Provision of Service

Refer to general liability statement in Section III.

National Directory Assistance/Customer Name and Address Service (Price List, Section 4)

The Company shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished; and the customer shall indemnify and save the Company harmless against all claims (including costs and attorney's fees) that may arise from the use of such information.

III. GENERAL REGULATIONS

LIABILITIES (Continued)

Indemnification and limitation of liability provisions relating to specific tariff subjects (Continued)

Nonpublished or Nonlisted Directory Service (Section V)

When nonpublished or nonlisted service is furnished, the customer will hold the Company harmless from, because of the nonpublished or nonlisted arrangement.

Options for Providing Enhanced Services (Price List, Section 13)

Each customer and each customer's client shall indemnify, defend, protect, and save harmless the Utility against any and all losses, claims, suits, demands, causes of action, damages, costs, or liability in law or in equity or every kind and nature whatsoever, including attorney's fees, arising directly or indirectly from the services provided in accordance with this tariff or Price List or in connection therewith, including but not limited to any loss, damage, expense, or liability resulting from any infringement or claim of infringement of any patent, trademark, or copyright, or resulting from any claim of libel or slander.

Public Access Line (Price List, Section 3)

The Company is not responsible for coin collection or return, for fraudulent use of the customer's service by the public, or for restrictions to line usage imposed by limitations of the customer-provided telephone.

III. GENERAL REGULATIONS

LIABILITIES (Continued)

Indemnification and limitation of liability provisions relating to specific tariff subjects (Continued)

Restricted Secondary Line Service (Price List, Section 16)

The Company shall not be liable to any person for damages of any nature arising out of, resulting from, or in connection with the provision of RSLs offered herein, including the inability of the station user to access the operator for any purpose and any of the other restricted codes specified in the dialing options listed previously.

Construction of Outside Plant Facilities (Price List, Section 3)

The Company is not liable for any defacement of or damage to the customer's premises resulting from the furnishing of facilities, or from the installation or removal thereof unless such defacement or damage is the result of the gross negligence of the Company or its agents.

Telephone Answering Service (Price List, Section 5)

The Company is not responsible for the quality of transmission or supervision, which may result from the connection of a client's line to a customer's network access line made in an emergency.

Custom Routing Service (CRS) (Price List, Section 16)

The Company does not guarantee the availability or reliability of CRS in the event of a network affecting disaster. Depending upon what part of the network is affected and how serious the effect is, CRS may function normally, may not function at all, or may function unpredictably.

The Company shall not be liable for any losses or damages resulting from the unavailability of CRS.

III. GENERAL REGULATIONS

EMPLOYEES' SERVICE

APPLICABILITY

Applicable to residence telephone service for permanent employees and retired employees of the Company and its predecessors.

CONDITIONS

Employees' Service will only be available within the following exchanges and wire centers:

Aloha	Grand Island	Powers
Amity	Gresham	Provolt
Aumsville	Hillsboro	Reedsport
Bandon	Hoodland	Sandy
Banks	Imbler	Scholls
Beaverton	Imnaha	Sherwood
Brookings	Joseph	Silverton
Bull Mountain	LaGrande	Somerset West
Clatskanie	Lakeside	Stafford
Coos Bay	Langlois	Sunnyside
Coquille	Lostine	Tigard
Cove	McMinnville	Tualatin
Dayton	Mill City	Turner
Detroit	Murphy	Union
Elgin	Myrtle Point	Valley View
Empire	Newberg	Vernonia
Enterprise	North Bend	Wallowa
Forest Grove	Orient	Wilsonville
Gaston	Port Orford	Yamhill
Gold Beach		

III. GENERAL REGULATIONS

EMPLOYEES' SERVICE (Continued)

APPLICATION OF RATES

The rates in these exchanges and wire centers shall be available only for full-time permanent employees, to such employees while on leave of absence, or to retired employees on pension.

Employees receiving service under this schedule will be required to have the telephone listed in their own name rather than that of some other member of the family.

Residential exchange service will be installed for all employees of the Company without collection of a Service Charge.

RATES ¹

Local exchange network access service

When the nature of an employee's work is such as to justify free telephone service, according to the opinion of the management of the Company, residence exchange services will be provided free of charge to certain key employees.

All other permanent employees may obtain residence exchange services at 50% of the monthly rates which are published in the exchange service schedules.

¹ The discount will not be allowed from the regular rates for toll messages.

IV. LOCAL SERVICE

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IV. LOCAL SERVICE NETWORK ACCESS RATES

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IV. LOCAL SERVICE NETWORK ACCESS RATES

CONDITIONS - GENERAL

Network Access service is provided through facilities owned and maintained according to the standards of the Company. The territory served is shown on maps filed with the Commission by the Company. This territory is referred to as exchanges and wire centers.

The application of residence rates is determined by the actual or obvious use made of the service by the customer. Where only one Network Access line is provided at a location, which is both business and residence, the business rate will apply as shown in the Statewide Price List, Section 3. Flat rate service will not be installed on premises of a public or semi-public character in a location where the telephone would be accessible for use by the patrons of the customer or by the public in general.

The Network Access Line rates shown in this tariff do not include a telephone.

While the Company's Local Exchange Network Access Line Service may be used by the customer for dial-up access, the advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the Company.

Network Access Charge - Network access is the element of local service that represents the ability of the customer to access the network and to receive calls. This charge applies to each customer line accessing the network. The Network Access Charge does not apply to or represent actual usage of the network (placement of outgoing calls).

Network Access and Local Exchange Usage Charge - This charge represents the ability of the customer to access the network, receive calls, and to make unlimited calls within the customer's own exchange.

Flat Rate Extended Area Service (EAS) Usage Charge - When the local service area includes more than one exchange, additional charges apply to the flat rate service for the extended calling capability. EAS Rate Increments for flat rate service are determined by the rate group size of each exchange.

Measured Usage Rates - Measured Usage Rates apply to local calls that are not flat-rated. These calls may be within the EAS network, within the customer's own exchange, or both, depending on customer choice of local calling options. Calls are rated based on frequency, duration, and distance.

Basic Calling Service - Customers choosing Basic Calling Service pay a Network Access Charge to gain access to the network. All outgoing local calls are subject to Measured Usage rates (local exchange and EAS).

Community Calling Service - Customers choosing Community Calling Service pay a Network Access and Local Exchange Usage Charge to gain access to the network and have the ability to make unlimited directly dialed calls within the same exchange. All outgoing EAS calls are subject to Measured Usage rates.

Premium Calling Service - Customer choosing Premium Calling Service pay a Network Access and Local Exchange Usage Charge to gain access to the network and have the ability to make unlimited outgoing calls within the same exchange. In addition, flat rate EAS usage charges apply where an EAS network exists.

(D) Business has been moved to the Statewide Price List.

IV. LOCAL SERVICE NETWORK ACCESS RATES

RATE GROUPS	
Classification of Exchanges by Rate Groups In Accordance With Total Main Telephones in the Individual Exchanges Without Regard to Extended Calling	
Group A <u>(1 - 5,000)</u> Amity Aumsville - Turner Bandon Clatskanie Coquille Cove Dayton Detroit Elgin Enterprise Gold Beach Grand Island Hoodland Imbler Joseph Lakeside Langlois Lostine Mill City Murphy - Provolt Myrtle Point Port Orford Powers Reedsport Scholls Sherwood Union Vernonia Wallowa Yamhill	Group B <u>(5,001 - 25,000)</u> Brookings Coos Bay - North Bend Forest Grove Hillsboro La Grande McMinnville Newberg Sandy Silverton Stafford Sunnyside Group C <u>(Over 25,000)</u> Beaverton Gresham Tigard

IV. LOCAL SERVICE NETWORK ACCESS RATES

LOCAL SERVICE OPTIONS - BASIC CALLING SERVICE ²		
Basic Calling Service consists of basic access to the network coupled with usage-based pricing of outgoing local calls (local exchange & EAS). The rates found under items 1. and 2. are applicable to Basic Calling Service for all Rate Zones.		
1. NETWORK ACCESS CHARGE		
RESIDENCE SERVICE	RATE PER MONTH	
One-Party	\$21.92 ³	(1)
2. MEASURED USAGE RATES		
Please refer to Measured Usage Rate Schedule found on Sheet 11 in this section. Rates for Zone 0 and Zone 1 apply. Conditions applicable to Measured Usage Rates appear on Sheet 8 in this section.		

² Available only where facilities and conditions permit.

³ The above rate does not include the Oregon Telephone Assistance Program (OTAP) and Federal Support Credit for the single line, which serves the customer's principal residence. (See Section IV, Lifeline Service).

IV. LOCAL SERVICE NETWORK ACCESS RATES

LOCAL SERVICE OPTIONS - COMMUNITY CALLING SERVICE ⁴		
Community Calling Service consists of basic access to the network coupled with premium flat rate pricing for local exchange calling and usage-based pricing for all EAS calling. The rates found under items 1. and 2. are applicable to Community Calling Service.		
1. NETWORK ACCESS AND LOCAL EXCHANGE USAGE CHARGE		
RESIDENCE SERVICE	RATE PER MONTH	
One-Party	\$28.35 ⁵	(1)
2. MEASURED USAGE RATES		
Please refer to Measured Usage Rate Schedule found on Sheet 11 in this section. Measured Usage Rate for Zone 1 will apply. Conditions applicable to Measured Usage Rates appear on Sheet 8 in this section.		

⁴ Available only where facilities and conditions permit.

⁵ The above rate does not include the Oregon Telephone Assistance Program (OTAP) and Federal Support Credit for the single line, which serves the customer's principal residence. (See Section IV, Lifeline Service).

IV. LOCAL SERVICE NETWORK ACCESS RATES

LOCAL SERVICE OPTIONS - PREMIUM CALLING SERVICE	
NETWORK ACCESS AND LOCAL EXCHANGE USAGE CHARGE	
The Network Access and Local Exchange Usage Charge is a premium flat rate charge for access to the network along with unlimited calling within the customer's own exchange. This charge applies to Premium Calling Service. The following rates do not include the flat rate EAS Usage Charge.	
RESIDENCE SERVICE	RATE PER MONTH
One-Party	\$28.75 ⁶
	(1)

⁶ The above rate does not include the Oregon Telephone Assistance Program (OTAP) and Federal Support Credit for the single line, which serves the customer's principal residence. (See Section IV, Lifeline Service).

IV. LOCAL SERVICE NETWORK ACCESS RATES

MEASURED USAGE RATES

CONDITIONS

Measured Usage rates represent costs associated with customer placement of local calls, including EAS calls. When a Measured Usage call is placed, the per minute rate applies to each minute or any fraction after the connection is made.

Customers subscribing to Basic or Community Calling Service are subject to Measured Usage rates for their applicable local usage.

For customers subscribing to Basic Calling Service, calls placed to points within the exchange area are billed the Zone 0 per minute rate, regardless of distance.

Calls placed outside the exchange area, but within the EAS, are subject to the charges shown for Zones 0 and 1. These charges apply to both Basic and Community Calling Service customers.

Calls placed to points outside the local EAS area are subject to the normal toll charges as found in the appropriate Message Toll Service tariffs.

Local calls placed from a line with Measured Usage will be billed the appropriate charges, as follows:

Direct dialed call

The customer will pay the per minute rate for duration of call based on the Zone called.

Operator assisted calls when difficulty experienced in direct dialing

Any customer subscribing to Measured Usage service who experiences difficulty in direct dialing may request an operator's assistance to place the call. The per minute rate will apply as if the call had been direct dialed. No Operator Service Charge will apply.

Handicapped customers are exempt from the Operator Service Charge on all operator-assisted calls.

IV. LOCAL SERVICE NETWORK ACCESS RATES

MEASURED USAGE RATES (Continued)

CONDITIONS (Continued)

Operator assisted calls for special billing arrangements

Measured Usage customers who dial the Operator to bill Exchange and/or EAS calls to a Third Number, Collect, or Special Billing Number will be billed the Operator Service Charge, and the per minute rate for the appropriate Zone.

Calls to Remote or Variable Call Forwarded lines

The Measured Usage customer pays the appropriate usage per minute rate for the duration of the call from the originating number to the called number.

The customer of the Call Forwarding service pays any applicable usage (measured) rate from the called number to the terminating location of the call.

Usage on an off-premises extension of an access line with measured usage is measured and billed as if the local calls had been placed from the primary service location.

To minimize the costs associated in the provision of Measured Usage, the monthly statement will reflect local usage data (total minutes of Usage by Zone number) in aggregate for all line numbers on a per account basis. A specific request for this information to be provided on a per line basis may necessitate a number change on secondary lines of a trunk hunt group. Where this change is required, the appropriate Nonrecurring charge(s) in this section will apply.

Local Usage Billing Detail is available for customers who request breakdown of measured calls at the rates shown on Sheet 12 in this section.

IV. LOCAL SERVICE NETWORK ACCESS RATES

CONDITIONS (Continued)

Measured Usage rates are offered where central office facilities and operating conditions permit.

A Residential customer may have both measured usage and flat rate network access lines on the same premises and on the same account where billing system capabilities exist.

Business customers may not have both measured and flat rate network access lines on the same account or premises.

Where one Network Access line is located on a residential premises that is used for residential and business purposes, the business Network Access Rate will apply.

Supplemental services are available to Measured Usage customers at rates found elsewhere in P.U.C. OR. No. 18.

All customers shall be permitted to change EAS service options for a six-month period following implementation of an EAS Region adopted in an OPUC proceeding without incurring a fee for the change in service.

IV. LOCAL SERVICE NETWORK ACCESS RATES

- **MEASURED USAGE RATES** (Continued)

Measured Usage is only available on one party lines. Flat Rate service offers unlimited calling at a premium monthly rate to points within an exchange, including EAS, while Local Service Options with Measured Usage offer a lower monthly rate with measured usage charges billed on all exchange and EAS calls or just EAS calls, depending on the service option chosen. These local call usage charges encompass the frequency and duration of completed outgoing calls based on the distance of the called point and the time at which the call is placed.

RATES ¹

Usage Rates: Residence	Per <u>Minute</u>
Zone 0 (Intra-Exchange)	\$.02
Zone 1 (Inter-Exchange)	\$.04

Usage will not be charged on calls placed to Operators, 911 (Emergency Service), Directory Assistance (tariffed and/or Price Listed rate applies), Company Service or Repair Offices, nor on calls that access Interexchange Carrier lines/trunks that have been registered with the Company for the purpose of placing long distance calls.

IV. LOCAL SERVICE NETWORK ACCESS RATES

- MEASURED USAGE RATES

DISCOUNT PERIODS

The preceding Measured Usage Rates are in effect at all times other than the particular Discount Periods shown below:

	<u>RATE</u>
Weekdays:	
9:00 p.m. to 7:59 a.m.	50% Discount
Saturdays, Sundays and Holidays (New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas):	
8:00 a.m. to 8:59 p.m.	50% Discount
9:00 p.m. to 7:59 a.m.	50% Discount

OPERATOR SERVICE CHARGES

Operator Service Charges are listed in the Statewide Price List, Section 4. The discount rates listed above do not apply to Operator Service Charges.

LOCAL USAGE BILLING DETAIL - RESIDENCE

Set-up Charge, per order	\$5.00
Recurring Charge, per month - per account	\$1.80
Detailed Usage list(s), per page	\$.11

IV. LOCAL SERVICE NETWORK ACCESS RATES

- FLAT RATE EXTENDED AREA SERVICE (EAS) USAGE CHARGE				
RATES				
<u>WIRE CENTER/ EXCHANGE</u>	<u>BUSINESS EXCHANGE</u>	<u>RESIDENCE CALLING AREA</u>	<u>EAS CALLING AREA</u>	<u>EXCHANGE</u>
Aloha (Beaverton exchange)	\$5.28*	5.03	Va	C
Amity	8.50	5.60	IV	A
Aumsville/Turner	8.40	5.50	III	A
Bandon	8.40*	5.50	III	A
Banks (Forest Grove exchange)	5.28*	5.03	Va	B
Beaverton	5.28*	5.03	Va	C
Brookings	-	-	-	-
Bull Mountain (Beaverton exchange)	5.28*	5.03	Va	C
Clatskanie	1.90	1.19	I	A
Coos Bay/North Bend	3.50*	2.19	II	B
Coquille	8.40*	5.50	III	A
Cove	3.50*	2.19	II	A
Dayton	3.50	2.19	II	A
Detroit	8.50	5.60	IV	A
Elgin	3.50*	2.19	II	A
Empire (Coos Bay/North Bend exch)	3.50*	2.19	II	B
Enterprise	1.90*	1.19	I	A
Forest Grove	5.28*	5.03	Va	B
Gaston (Forest Grove exchange)	5.28*	5.03	Va	B
Gold Beach	-	-	-	-
Grand Island	8.50	5.60	IV	A
Gresham	5.28*	5.03	Va	C
Hillsboro	5.28*	5.03	Va	B
Hoodland	8.60*	8.19	Vb	A
Imbler	3.50*	2.19	II	A
Imnaha (Joseph exchange)	1.90*	1.19	I	A
Joseph	1.90*	1.19	I	A
La Grande	1.98*	1.24	I	B

The Flat Rate EAS Usage Charge applies only to Premium Calling Service.

* Use this rate when the customer has twelve or fewer lines/trunks. Customers with thirteen or more lines/trunks who elect to subscribe to a one, three, or five-year contract may use applicable rate in the Price List-Oregon.

IV. LOCAL SERVICE NETWORK ACCESS RATES

FLAT RATE EXTENDED AREA SERVICE (EAS) USAGE CHARGE (Continued)				
RATES				
<u>WIRE CENTER/ EXCHANGE</u>	<u>BUSINESS WIRE CENTER</u>	<u>RESIDENCE EXCHANGE</u>	<u>EAS CALLING AREA</u>	<u>EXCHANGE CALLING AREA</u>
Lakeside	8.40	5.50	III	A
Langlois	1.90	1.19	I	A
Lostine	1.90	1.19	I	A
McMinnville	3.50*	2.19	II	B
Mill City	8.50	5.60	IV	A
Murphy/Provolt	8.50*	5.60	IV	A
Myrtle Point	8.40	5.50	III	A
Newberg	5.28*	5.03	Va	B
Orient (Gresham exchange)	5.28*	5.03	Va	C
Port Orford	1.90	1.19	I	A
Powers	8.40	5.50	III	A
Reedsport	1.90	1.19	I	A
Sandy	8.60	8.19	Vb	B
Scholls	5.28*	5.03	Va	A
Sherwood	5.28*	5.03	Va	B
Silverton	8.50	5.60	IV	B
Somerset West (Beaverton exch)	5.28*	5.03	Va	C
Stafford	5.28*	5.03	Va	B
Sunnyside	8.60	8.19	Vb	B
Tigard	5.28*	5.03	Va	C
Tualatin (Stafford exchange)	5.28*	5.03	Va	B
Union	3.50*	2.19	II	A
Valley View (Sunnyside exchange)	8.60	8.19	Vb	B
Vernonia	8.60	8.19	Vb	A
Wallowa	1.90*	1.19	I	A
Wilsonville (Stafford exchange)	5.28*	5.03	Va	B
Yamhill	8.60	8.19	Vb	A

The Flat Rate EAS Usage Charge applies only to Premium Calling Service.

* Use this rate when the customer has twelve or fewer lines/trunks. Customers with thirteen or more lines/trunks who elect to subscribe to a one, three, or five-year contract may use applicable rate in the Price List-Oregon.

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) RATE INCREMENTS

EAS rate increments are premium flat rate charges for the ability to make unlimited calls to other exchanges without incurring usage charges. The increments are applied according to the pre-designated list of EAS routes beginning on Sheet 17 in this section. EAS rate increments are applicable to Premium Calling Service.

<u>EAS Calling Area</u>	<u>Business Exchange Calling Area</u>		
	<u>A</u>	<u>B</u>	<u>C</u>
I	\$1.90	\$1.98	-
II	3.50	3.50	-
III	8.40	-	-
IV	8.50	8.50	-
Va	5.28	5.28	5.28
Vb	8.60	8.60	-

<u>Exchange Calling Area</u>	<u>EAS Calling Area</u>
A 5,000 or less	I 5,000 or less
B 5,001 - 25,000	II 5,001 - 15,000
C 25,001 and above	III 15,001 - 100,000
	IV 100,001 - 250,000
	V 250,001 and above

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) RATE INCREMENTS

EAS rate increments are premium flat rate charges for the ability to make unlimited calls to other exchanges without incurring usage charges. The increments are applied according to the predesignated list of EAS routes beginning on Sheet 17 in this section. EAS rate increments are applicable to Premium Calling Service.

EAS Calling Area

Residence
Exchange Calling Area

	<u>A</u>	<u>B</u>	<u>C</u>
I	\$1.19	\$1.24	-
II	2.19	2.19	-
III	5.50	-	-
IV	5.60	5.60	-
Va	5.03	5.03	5.03
Vb	8.19	8.19	-

Exchange Calling Area

EAS Calling Area

A 5,000 or less	I 5,000 or less
B 5,001 - 25,000	II 5,001 - 15,000
C 25,001 and above	III 15,001 - 100,000
	IV 100,001 - 250,000
	V 250,001 and above

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS (Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Amity	A	Grand Island McMinnville	IV
	Salem		

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
From <u>Exchange</u>			
Aumsville/Turner	A	Salem Stayton	III

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS (Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Bandon	A	Coos Bay/North Bend Coquille Langlois	III

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)	Exchange	To	EAS
<u>From</u>	<u>Calling</u>	<u>Exchange</u>	<u>Calling</u>
<u>Exchange</u>	<u>Area</u>		<u>Area</u>
Beaverton *	C	Aurora	Va
		Beaver Creek	
		Burlington	
		Canby	
		Carlton	
		Charbonneau	
		Colton	
		Corbett	
		Estacada	
		Forest Grove	
		Government Camp	
		Gresham	
		Hillsboro	
		Hoodland	
		Lake Oswego	
		Molalla	
		Newberg	
		North Plains	
		Oak Grove	
		Oregon City	
		Portland	
		Redland	
		Sandy	
		Scappoose	
		Scholls	
		Sherwood	
		Stafford	
		Sunnyside	
		Tigard	
		Vernonia	
* includes Aloha, Bull Mountain, and Somerset West		Woodburn	
		Yamhill	

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS (Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Clatskanie	A	Rainier Westport	I

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS (Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Coos Bay/North Bend *	B	Bandon Coquille Lakeside Myrtle Point Powers	II

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS (Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Coquille	A	Bandon Coos Bay/North Bend Myrtle Point Powers	III

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS (Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Cove	A	La Grande Union	II

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
From <u>Exchange</u>			
Dayton	A	Grand Island McMinnville	II

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Detroit	A	Mill City Lyons Salem Stayton	IV

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS (Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Elgin	A	Imbler La Grande	II

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS (Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Enterprise	A	Joseph Lostine Wallowa	I

IV. LOCAL SERVICE NETWORK ACCESS RATES

	EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS		
(Continued) From <u>Exchange</u>	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
Forest Grove *	B	Aurora Beaver Creek Beaverton Burlington Canby Carlton Charbonneau Colton Corbett Estacada Government Camp Gresham Hillsboro Hoodland Lake Oswego Molalla Newberg North Plains Oak Grove Oregon City Portland Redland Sandy Scappoose Scholls Sherwood Stafford Sunnyside Tigard Vernonia Woodburn Yamhill	Va
* includes Banks and Gaston			

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Grand Island	A	Amity Dayton McMinnville Salem	IV

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued) From <u>Exchange</u>	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
Gresham *	C	Aurora	Va
		Beaver Creek Beaverton	
		Burlington Canby Carlton Charbonneau Colton Corbett Estacada Forest Grove Government Camp Hillsboro Hoodland Lake Oswego Molalla Newberg North Plains Oak Grove Oregon City	
		Portland Redland Sandy Scappoose Scholls Sherwood	
		Stafford Sunnyside Tigard	
		Vernonia	
* includes Orient		Woodburn Yamhill	

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)	Exchange	To	EAS
<u>From</u>	<u>Calling</u>	<u>Exchange</u>	<u>Calling</u>
<u>Exchange</u>	<u>Area</u>		<u>Area</u>
Hillsboro	B	Aurora	Va
		Beaver Creek	
		Beaverton	
		Burlington	
		Canby	
		Carlton	
		Charbonneau	
		Colton	
		Corbett	
		Estacada	
		Forest Grove	
		Government Camp	
		Gresham	
		Hoodland	
		Lake Oswego	
		Molalla	
		Newberg	
		North Plains	
		Oak Grove	
		Oregon City	
		Portland	
		Redland	
		Sandy	
		Scappoose	
		Scholls	
		Sherwood	
		Stafford	
		Sunnyside	
		Tigard	
		Vernonia	
		Woodburn	
		Yamhill	

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued) From <u>Exchange</u>	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
Hoodland	A	Aurora Beaver Creek Beaverton Burlington Canby Carlton Charbonneau Colton Corbett Estacada Forest Grove Government Camp Gresham Hillsboro Lake Oswego Molalla Newberg North Plains Oak Grove Oregon City Portland Redland Sandy Scappoose Scholls Sherwood Stafford Sunnyside Tigard Vernonia Woodburn Yamhill	Vb

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
Imbler	A	Elgin La Grande	II

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)	Exchange Calling Area	To Exchange	EAS Calling Area
Joseph *	A	Enterprise Lostine Wallowa	I

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
La Grande	B	Cove Elgin Haines Imbler North Powder Starkey Union	I

IV. LOCAL SERVICE NETWORK ACCESS RATES

NETWORK ACCESS RATES			
EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Lakeside	A	Coos Bay/North Bend	III

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)	Exchange Calling Area	To Exchange	EAS Calling Area
Langlois	A	Bandon Port Orford	I

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
Lostine	A	Enterprise Joseph Wallowa	I

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
McMinnville	B	Amity Carlton Dayton Grand Island Grand Ronde Sheridan Willamina	II

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Mill City	A	Detroit Lyons Salem Stayton	IV

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Murphy/Provolt	A	Ashland Butte Falls Cave Junction Central Point Glendale Gold Hill Grants Pass Jacksonville Medford O'Brien Phoenix-Talent Prospect Provolt Rogue River Selma Shady Cove White City Wolf Creek	IV

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Myrtle Point	A	Coos Bay/North Bend Coquille Powers	III

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued) From <u>Exchange</u> Newberg	Exchange Calling <u>Area</u> B	To <u>Exchange</u>	EAS Calling <u>Area</u> Va
		Aurora	
		Beaver Creek	
		Beaverton	
		Burlington	
		Canby	
		Carlton	
		Charbonneau	
		Colton	
		Corbett	
		Estacada	
		Forest Grove	
		Government Camp	
		Gresham	
		Hillsboro	
		Hoodland	
		Lake Oswego	
		Molalla	
		North Plains	
		Oak Grove	
		Oregon City	
		Portland	
		Redland	
		Sandy	
		Scappoose	
		Scholls	
		Sherwood	
		St. Paul	
		Stafford	
		Sunnyside	
		Tigard	
		Vernonia	
		Woodburn	
		Yamhill	

IV. LOCAL SERVICE NETWORK ACCESS RATES

NETWORK ACCESS RATES			
EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
From <u>Exchange</u>			
Port Orford	A	Langlois	I

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
From <u>Exchange</u>			
Powers	A	Coos Bay/North Bend Coquille Myrtle Point	III

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Reedsport	A	Scottsburg Ash Valley	I

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued) From <u>Exchange</u>	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
Sandy	B	Aurora Beaver Creek Beaverton Burlington Canby Carlton Charbonneau Colton Corbett Estacada Forest Grove Government Camp Gresham Hillsboro Hoodland Lake Oswego Molalla Newberg North Plains Oak Grove Oregon City Portland Redland Scappoose Scholls Sherwood Stafford Sunnyside Tigard Vernonia Woodburn Yamhill	Vb

IV. LOCAL SERVICE NETWORK ACCESS RATES

	EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS		
(Continued) From <u>Exchange</u>	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
Scholls	A	Aurora Beaver Creek Beaverton Burlington Canby Carlton Charbonneau Colton Corbett Estacada Forest Grove Government Camp Gresham Hillsboro Hoodland Lake Oswego Molalla Newberg North Plains Oak Grove Oregon City Portland Redland Sandy Scappoose Sherwood Stafford Sunnyside Tigard Vernonia Woodburn Yamhill	Va

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued From <u>Exchange</u>	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
Sherwood	B	Aurora Beaver Creek Beaverton Burlington Canby Carlton Charbonneau Colton Corbett Estacada Forest Grove Government Camp Gresham Hillsboro Hoodland Lake Oswego Molalla Newberg North Plains Oak Grove Oregon City Portland Redland Sandy Scappoose Scholls Stafford Sunnyside Tigard Vernonia Woodburn Yamhill	Va

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)	Exchange Calling <u>Area</u>	To Exchange	EAS Calling <u>Area</u>
From <u>Exchange</u>			
Silverton	B	Mt. Angel Salem	IV

IV. LOCAL SERVICE NETWORK ACCESS RATES

NETWORK ACCESS RATES			
EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued) From <u>Exchange</u>	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
Stafford *	B	Aurora Beaver Creek Beaverton Burlington Canby Carlton Charbonneau Colton Corbett Estacada Forest Grove Government Camp Gresham Hillsboro Hoodland Lake Oswego Molalla Newberg North Plains Oak Grove Oregon City Portland Redland Sandy Scappoose Scholls Sherwood Sunnyside Tigard Vernonia Woodburn Yamhill	Va
* includes Tualatin and Wilsonville			

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued) From <u>Exchange</u>	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
Sunnyside *	B		Vb
		Aurora	
		Beaver Creek Beaverton	
		Burlington Canby Carlton Charbonneau Colton Corbett Estacada Forest Grove Government Camp Gresham Hillsboro Hoodland Lake Oswego Molalla Newberg North Plains Oak Grove Oregon City	
		Portland Redland Sandy Scappoose Scholls Sherwood	
		Stafford Tigard	
		Vernonia	
* includes Valley View		Woodburn Yamhill	

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS (Continued)			
<u>From Exchange</u>	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
Tigard	C	Aurora	Va
		Beaver Creek Beaverton	
		Burlington Canby Carlton Charbonneau Colton Corbett Estacada Forest Grove Government Camp Gresham Hillsboro Hoodland Lake Oswego Molalla Newberg North Plains Oak Grove Oregon City	
		Portland Redland Sandy Scappoose Scholls Sherwood	
		Stafford Sunnyside	
		Vernonia	
		Woodburn Yamhill	

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Union	A	Cove La Grande	II

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued) From <u>Exchange</u>	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
Vernonia	A	Aurora	Vb
		Beaver Creek Beaverton	
		Burlington Canby Carlton Charbonneau Colton Corbett Estacada Forest Grove Government Camp Gresham Hillsboro Hoodland Lake Oswego Molalla Newberg North Plains Oak Grove Oregon City	
		Portland Redland Sandy Scappoose Scholls Sherwood	
		Stafford Sunnyside Tigard	
		Woodburn Yamhill	

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued)			
<u>From Exchange</u>	<u>Exchange Calling Area</u>	<u>To Exchange</u>	<u>EAS Calling Area</u>
Wallowa	A	Enterprise Joseph Lostine	I

IV. LOCAL SERVICE NETWORK ACCESS RATES

EXTENDED AREA SERVICE (EAS) EXCHANGE NETWORKS			
(Continued) From <u>Exchange</u>	Exchange Calling <u>Area</u>	To <u>Exchange</u>	EAS Calling <u>Area</u>
Yamhill	A	Aurora Beaver Creek Beaverton Burlington Canby Carlton Charbonneau Colton Corbett Estacada Forest Grove Government Camp Gresham Hillsboro Hoodland Lake Oswego Molalla Newberg North Plains Oak Grove Oregon City Portland Redland Sandy Scappoose Scholls Sherwood Stafford Sunnyside Tigard Vernonia Woodburn	Vb

IV. LOCAL SERVICE LINE EXTENSION CHARGES

CONDITIONS

General

Line extension charges are applicable in connection with all classes, types, and grades of service when established by means of an extension to the Company's plant consisting of buried wire, pole construction, or power line carrier and including extensions by means of poles to be owned by the Company jointly with others and by means of contacts or contact space on poles of others.

The Company will furnish temporary, seasonal, or intermittent service or service to speculative projects under the following conditions:

- A. The terms and conditions set forth herein are intended to afford protection to the Company against loss of revenue from speculative development of either a temporary or financially hazardous nature and to compensate the Company for the abnormal costs it may incur in connection with the furnishing of such services.
- B. Each applicant for such service may be required to pay the Company in advance or otherwise as the Company may elect, the net cost of installing and removing any facilities necessary in connection with furnishing such service.
- C. Each applicant for service may be required to pay a deposit with the Company before service will be furnished as provided in (cite OAR on deposit).
- D. Nothing in this rule shall be construed as limited or in any way affecting the right of the Company to collect from the customer any other or additional sum of money, which may become due or payable to the Company from the customer by reason of the service furnished or to be furnished hereunder.

All line extensions will be owned and maintained by the Company. The applicant, however, if he so elects, may furnish and set the required poles in excess of the distance for which there is no charge in accordance with construction standards of the Company, in lieu of the charges applicable, but in all instances the ownership of facilities shall be entirely vested in the Company.

When the proposed construction over private property is to be used to serve customers in general or the private property routing is selected by the Company in lieu of routing on public highways, such construction will be treated as being on public highways.

Calculation of Line Extension Charges

Line extension charges apply for extensions to plant to the extent the cost exceeds \$2,000.

Payment of Charges

Line extension charges may be paid in a lump sum or, when mutually agreeable, in equal monthly installments for a term of two years.

Material has been moved from the Statewide Price List.

IV. LOCAL SERVICE LINE EXTENSION CHARGES

CONDITIONS (Continued)

Disconnects

When a customer on a project disconnects his service, no refund is made of the line extension charges.

On disconnection of service, those customers making monthly line extension charge payments are required to pay an amount equal to the total of the monthly line extension charge payment for the unexpired life of the contract.

Charges to remaining customers are not affected by disconnects.

Unusual or Special Construction

A departure from the rates and special conditions specified in this schedule may be made on behalf of the Company when a line extension involves unusual or disproportionately large construction expenditures as compared with the usual types of plant construction.

Customers Added to the Line Extension

Customers connected to a line extension within two years of its construction will incur a liability equal to that of each original applicant, less 1/24th for each whole month since inauguration of service to original applicants on the line.

This amount may be paid in a lump sum or in equal monthly installments over the remaining months up to the end of the two year period following the line's construction. Such monthly payments will be exactly the same as payments being made by original applicants who chose monthly installments over the two-year period.

At the end of the two year period following construction of the line extension, charges collected from customers in excess of its original computed amount will be refunded to customers on the line at that time. Such refund will be based on the number of whole months each customer has been on the line.

To determine the refund, the excess amount collected will be divided by the number of customers on the line times the number of whole months (based on regular billing dates) they have been connected. Individual refunds will be that resulting amount times the number of whole months the customer has been connected.

RATES

Line extensions

Line extension charges apply for extensions to plant to the extent the cost exceeds \$2,000.

Material has been moved from the Statewide Price List.

IV. LOCAL SERVICE RESIDENTIAL SERVICES PROTECTION FUND (RSPF) SURCHARGE

ERRITORY

All exchanges as defined in tariffed exchange area maps.

GENERAL

Chapter 290, Oregon Laws 1987, Section 7(1) allows for a surcharge to be assessed on each subscriber line per month, not to exceed \$0.35. The purpose of the Residential Services Protection Fund (RSPF) surcharge is to fund the Oregon Telephone Assistance Program (OTAP) and the Telecommunications Devices Access Program (TDAP), a program for the deaf.

RATE

The RSPF surcharge shall be assessed per month per access line against each paying retail customer, including any beneficiary of the OTAP or the TDAP, who has telecommunications service with access to the Oregon Telecommunications Relay Service. The Commission will review the surcharge each year.

IV. LOCAL SERVICE LIFELINE SERVICE (OREGON TELEPHONE ASSISTANCE PROGRAM)

GENERAL

Lifeline Service is a basic single line, or service which is functionally equivalent to a single line, residential service that provides voice grade access to the public switched network and includes touch calling, a standard white page listing, access to emergency services (e.g., 911, E911), access to operator services, access to interexchange services, access to directory assistance, and toll restriction services.

APPLICATION

Lifeline Service is only available to low income residential customers who meet the following criteria:

The customer eligible for Lifeline Service must be a participant in at least one of the following programs:

- Medicaid
- Supplemental Security Income (SSI)
- Supplemental Nutrition Assistance Program (SNAP)
- Federal Public Housing (Section 8)
- Veterans Pension
- Veterans Survivors Pension
- or
- Must have income at or below 135% of the federal poverty level.

Lifeline Service applies a baseline credit amount as set by the FCC to offset the federal End User Subscriber Line Charge.

**IV. LOCAL SERVICE
LIFELINE SERVICE
(OREGON TELEPHONE ASSISTANCE PROGRAM)**

APPLICATION (Continued)

An additional Federal Lifeline Support Credit per month will be made to the local single line residential rate of qualifying Lifeline Service customers.

An individual must submit an application to the Commission to establish eligibility for Lifeline Service. An application may be requested from the Commission.

An applicant or recipient is required to furnish his/her social security number before his/her eligibility can be determined. Failure to do so will result in denial of benefits. An applicant must sign an application (written authorization) permitting the Commission to release necessary information to an eligible telecommunications carrier. The Commission must be able to verify an individual's continuing participation in a qualifying program. Continuing eligibility will be based on monthly recertification by the Commission.

Lifeline Service can only be associated with the primary residential connection.

Lifeline Toll Restriction Service (IOSC: 40696) is available on a voluntary basis where technically feasible to Lifeline Telephone Service customers at no charge. Lifeline Toll Restriction Service prevents 0+, 00-, 1+NPA-NXX-XXXX, 1010XXXX, International (01+), Directory Assistance (411, 1+411, 0+411, 555-1212, 1+/0+555-1212, 1+/0+NPA-555-1212), 1+900 calls, 976 calls, and IntraLATA toll calls while allowing access to local, 911, 0-, 1+800/866/877/888 etc., and EAS calls. Access to Directory Assistance is available to Lifeline customers by dialing 0-. Access to Service Activation Codes "**/#" (e.g., *66, *69) is also allowed. Upon customer request, some Service Activation Codes may be blocked at no charge, where conditions and facilities permit.

**IV. LOCAL SERVICE
LIFELINE SERVICE
(OREGON TELEPHONE ASSISTANCE PROGRAM)**

APPLICATION (Continued)

Funding for Lifeline Service (Baseline and Supplemental amounts) is obtained from a universal service support mechanism to which all telecommunications carriers that provide interstate telecommunications services contribute on an equitable and nondiscriminatory basis.

The Oregon Telephone Assistance Program (OTAP) is funded by the Residential Services Protection Fund surcharge assessed per month per access line against each paying retail subscriber, including any beneficiary of the OTAP or the Telecommunications Devices Access Program (TDAP), who has telecommunications service with access to the Oregon Telecommunications Relay Service.

Lifeline Service may not be disconnected for non-payment of toll charges.

Deposit requirements do not apply to Lifeline Service customers if toll blocking is employed.

**IV. LOCAL SERVICE
LIFELINE SERVICE
(OREGON TELEPHONE ASSISTANCE PROGRAM)**

RATES			
A total credit amount applies to the OTAP/Lifeline customer's monthly bill as follows:			
	<u>Broadband ⁷</u>	<u>Voice ⁸</u>	
	<u>Credit</u>	<u>Credit</u>	
Federal Lifeline Support Credit	\$9.25	\$5.25	(R)
State OTAP Support – July 2020-December 2020	0.00	0.00	(R)
State OTAP Support Credit	<u>10.00</u>	<u>10.00</u>	(I)
Total OTAP/Lifeline support amount:	\$19.25	\$15.25	(R)
With the exception of the Initial Service Order Charges, see Tribal Link Up (under Service Charges), all recurring and nonrecurring charges for any service ordered by the customer shall be billed at the tariffed and/or Price Listed rates.			
When a customer is no longer eligible for Lifeline Service, the Lifeline credit amount specified above will be discontinued and regular tariffed rates and charges will apply.			

⁷ Broadband = service that includes qualifying broadband service.

⁸ Voice = voice service with no qualifying broadband service as defined by 47 CFR § 54.403 (a)(2).

IV. LOCAL SERVICE NATIVE AMERICAN LIFELINE

GENERAL

Residential customers who reside on federally recognized reservations are eligible to receive additional enhanced federal Lifeline support in order to reduce the price for basic local telephone service. An individual living on reservations shall qualify for an additional enhanced federal Lifeline credit of up to \$25.00 per month if the individual participates in any state or federal programs identified in this section, or in one of the following assistance programs:

- Bureau of Indian Affairs General Assistance
- Tribally Administered Temporary Assistance for Needy Families
- Head Start (only those households meeting its income qualifying standard)

- Medicaid
- Food Distribution Program on Indian Reservations (FDPIR)
- Supplemental Security Income (SSI)
- Federal Public Housing Program (Section 8)
- Supplemental Nutrition Assistance Program (SNAP)
- Veterans Pension
- Veterans Survivors Pension
- Income at or below 135% of the Federally Recognized Poverty Guidelines

If a resident of a federally recognized reservation satisfies the state's Lifeline eligibility criteria as defined in this section, the resident will receive the state support, as well as the additional enhanced federal support.

APPLICATION

The additional enhanced federal credit, will be available to Lifeline customers who reside on reservations in the following exchanges:

<u>Tribe/Reservation</u>	<u>Exchange</u>
Confederated Tribes of Coos, Lower Umpqua & Suislaw Indians	Coos Bay/North Bend
Coquille Indian Tribe	Coos Bay/North Bend Bandon Coquille Myrtle Point

Customers who live on federally recognized reservations and meet the Lifeline eligibility criteria described above are also eligible for federal assistance. See Tribal Link Up Service (under this Section IV, Sheet 88).

IV. LOCAL SERVICE TRIBAL LINK UP SERVICE

GENERAL

Tribal Link Up Service helps low income Tribal Land subscribers initiate telephone service by providing to qualifying residential subscribers, reduced service installation charges as outlined in Rates, following.

Upon request of the customer, an installment-billing plan can be arranged for payment of the service installation charges. The minimum monthly payment amount is \$2.00 and the maximum length of time is four months. Interest in the amount of one and one-half percent (the Late Payment Charge rate) applied against the unpaid monthly balance, is applicable but shall not be assessed to the Tribal Link Up Service customer. Such interest is to be charged to the Tribal Link Up program. The maximum allowable charge to the Tribal Link Up program may not exceed interest incurred against any balance above \$200, for up to one year.

APPLICATION

Tribal Link Up Service is only available to low income residential customers who meet the following criteria:

The recipient meets the income test outlined for Lifeline Service and Native American Lifeline Service.

An individual must submit an application to the Commission to establish eligibility for Tribal Link Up Service. An application may be requested from the Commission.

An applicant or recipient is required to furnish his/her social security number before his/her eligibility can be determined. Failure to do so will result in denial of benefits. An applicant must sign an application (written authorization) permitting the Commission to release necessary information to an eligible telecommunications carrier. The Commission must be able to verify an individual's eligibility.

Tribal Link Up Service can only be associated with the primary residential connection.

Funding for Tribal Link Up Service is obtained from a universal service support mechanism to which all telecommunications carriers that provide interstate telecommunications services contribute on an equitable and nondiscriminatory basis.

IV. LOCAL SERVICE TRIBAL LINK UP SERVICE

RATES

Tribal Land Residents who qualify for the Federal Communication Commission's Tribal Link Up Service receive a 100% reduction, up to \$100.00 on access line service charges to connect service at a new address. The discount applies on a single line at the principal place of residence for the applicant.

SPECIAL CONDITIONS

This additional credit will be available to Lifeline customers as outlined in this Section, Sheet 87.

IV. LOCAL SERVICE SERVICE CHARGES

CONDITIONS

Complex Service - Telephone service arrangements that have a requirement for common equipment, plus Wide Area Telephone Service (WATS), Private Line Telephone Service and Data Service arrangements which, by nature, are complex but may not necessarily require common equipment.

Simple Service - Telephone service arrangements that have no requirement for common equipment.

Billable Time and Material Charges - Time and Material spent by a Company representative on a customer's premises exclusive of work required to establish network access.

Service Charges apply as follows:

1. Service Order Charge - Initial

Applicable to work done in receiving, recording and processing information necessary to execute a customer's request for the initial establishment of telephone service at a premises.

2. Service Order Charge - Subsequent

Applicable to work done in receiving, recording and processing information necessary to execute a customer's request for additions, moves or changes to existing service.

3. Central Office Connection Charge

The Central Office Connection Charge applies to all service activity within the central office for the establishment or change of service. This charge applies in all cases of access line service connection. The Central Office Connection Charge is associated with, but not limited to loop assignment, line and number assignment, C.O. cross-connect and line testing.

4. Reconnect Charge

The reconnect charge applies where a customer re-establishes service on the same premises, with no equipment changes, after being disconnected for non-payment of a bill. This charge replaces the listed Service Charges and includes all services which were previously connected. If the customer does not take action to re-establish service within 10 days of the non-pay disconnect, the appropriate Service Charges will apply thereafter.

5. Access Line Work Charge

The charge applied to work associated with making and changing connections on the circuit between the serving central office up to and including the protector on the customer's premises, and/or other premises where the service is to be terminated, including necessary cross connections.

6. Supersedure

The supersedure charge applies in lieu of normal service charges when present telephone service including telephone number is transferred from one customer to another with the express written consent of the relinquishing customer and with the written agreement of the new customer to assume the responsibility for all charges outstanding. This arrangement requires continuous billing, with no change in type of service.

IV. LOCAL SERVICE SERVICE CHARGES

CONDITIONS (Continued)

7. Special Telephone Numbers

Special Telephone Numbers are numbers that cannot be randomly assigned from a mechanized system. Examples include requests for specific telephone numbers or choice of telephone numbers.

The charge for a Special Telephone Number is in addition to the other applicable Service Charges incurred in the installation, move or change of a service. One Service Charge will apply for each lead number of a trunk-hunting group in which a Special Telephone Number is assigned.

The rights to these telephone numbers remain those of the Company's as stated in General Regulations, Section III, of this tariff. In the event the Special Telephone Number must be changed due to Company initiated reasons, the Service Charge for a new Special Telephone Number will be waived.

8. Installment Billing

Residential customers may select an installment billing option. This option provides for billing one-time charges in three (3) equal monthly installments.

Service Charges apply for the establishment of telephone service, making moves and changes at customer's request, reconnecting service, which has been temporarily disconnected for nonpayment, installing supplemental equipment, and establishing miscellaneous services.

Service Charges are waived for conversions from Premium Calling Service to Measured Usage following the initial offering of Basic and/or Community Calling Service in a central office serving area.

Service Charges are waived for six months following implementation of an EAS Region adopted in a Commission proceeding. Customers may change from measured or EAS service options during that time without incurring the NRC for change in service.

The Service Charge applies once for all installations, moves, and changes at the request of a customer in one contact for one due date.

Charges for customer requested moves and changes are not to exceed the sum of the charges that would apply to a new installation of the same service and facilities at the time of the customer's request.

Installation charges shown in other schedules in this tariff are in addition to applicable charges in this schedule. The installation charges also apply when equipment is moved.

In cases of disruption in service due to disaster (fire, accident, natural catastrophe), the applicable Service Charge for Fixed Call Forwarding Services(s) will be waived for a 60 day period when the service is used to aid victims to receive calls while seeking new or temporary location.

IV. LOCAL SERVICE SERVICE CHARGES

CONDITIONS (Continued)

When service which has been disrupted by fire, accident, or natural catastrophe is reestablished within 60 days of the disruption for the customer at either its original location, a temporary location, or a new location, Service Charges will not apply for the installation of the Network Access line(s) and Standard Network Interface that were in place prior to the disaster. Subsequent moves of such re-established services will be done at the normal Service Charges.

When service has been disrupted due to unauthorized change to another telecommunications carrier (slamming), see General Regulations, Section III, for billing of Service Charges to re-establish service with the authorized carrier.

Service Charges apply to work associated with the Network Access Line extending from the central office to the protector or other point of separation on the customer's premises. This includes connection of new Network Access Lines, and the rearrangements of existing Network Access Lines including off-premises station lines.

REPAIR CHARGES – TIME AND MATERIAL

Time and Material charges are applicable to each service call by the Company where a trouble report results from customer-provided equipment and/or facilities. The Company will repair, adjust, and/or perform any work on the customer-provided equipment and/or facilities at non-regulated rates and charges.

Repair Charges do not apply if the repair is initiated by the Company or if the trouble is isolated to the network.

The Time and Material Charges are applicable only to work performed on the customer's premises for regulated terminal equipment. Where applicable, the following conditions and rules apply:

- Total Time and Material Charges are based on the installation labor time and miscellaneous materials required to complete the installation on the customer's premises.
- Time Charges will be billed in 15-minute time segments. A five-minute allowance into the next time increment will be granted.
- Residence customers utilizing PBX or key equipment are subject to applicable Complex Time and Material charges.

Time and Material charges do not apply to the following work:

- To move or change a customer's telephone service or equipment if required or initiated by the Company.
- To install, move, or change telephone equipment located on a customer's premises but used exclusively by the Company for maintenance or training activities.
- The "from" portion of work involved in a transfer of service and equipment from one premises to another.
- Disconnection and/or removal of the following items of service or equipment:

Main or extension station lines
Access line services and custom calling services.

IV. LOCAL SERVICE SERVICE CHARGES

INSTALLATION, MOVE, AND CHANGE CHARGE		<u>CHARGE</u>
<u>Residence</u>		
1.	Service Order Charge – Initial	\$15.00 ⁹
2.	Service Order Charge - Subsequent	\$25.00
3.	Central Office Connection Charge	\$10.00
4.	Reconnect Charge	\$25.00
5.	Access Line Work Charge ¹	\$5.00
6.	Change in Directory Listing	\$5.00
7.	Supersedure	\$20.00
8.	Special Telephone Number	\$35.00

⁹ Certain applicants for new service may qualify for a waiver of service commencement nonrecurring. See Tribal Link Up Service in this section for qualifications.

IV. LOCAL SERVICE SERVICE CHARGES

INSTALLATION, MOVE, AND CHANGE CHARGES (Continued)		
	<u>Charge</u>	
Time and Material Charges - Residence ¹⁰		
Premise Visit - Simple Service		
Minimum Time Charge - first 15 minutes or fraction thereof of billable time.	\$25.00	Additional
Time Charge - each additional 15 minutes or fraction thereof of billable time required to complete the work over the initial 15 minute period.	\$9.00	
Material	At Cost	
<p>Work requested to be performed Monday through Friday between 5:00 p.m. and 8:00 a.m., or work performed on Saturdays, Sundays or holidays, if agreed to by the Company will be subject to the charges shown below, on both the Minimum and Additional Time Charges.</p>		
	<u>Charge</u>	
Overtime Monday - Friday	50%	
Saturdays	50%	
Sundays and Holidays	100%	

¹⁰ The Charges apply for work performed Monday through Friday, between 8:00 a.m. and 5:00 p.m.

V. DIRECTORY SERVICES

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V. DIRECTORY SERVICES

RESERVED FOR FUTURE USE	
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V. DIRECTORY SERVICES CALL REFERRAL SERVICE

GENERAL

Call Referral Service is offered to customers who have moved to a new location, disconnected telephone service or requested a telephone number change. Calls to the intercepted telephone number are referred to an operator or they are routed to a pre-recorded message that informs the caller of the status of that number. At the customer's request, the new number may be included in the basic recording, and if a customized option is selected, additional information can be included. This service is available where resources permit. No charges apply when Call Referral is provided due to a Company error.

SERVICE DESCRIPTION

Basic Call Referral

This level of service provides a pre-recorded announcement stating that the called number has been disconnected or changed. At the customer's request, the new number may be included in the recording. Basic Call Referral Service is provided free of charge for 30 days to both Residence and Business customers.

Extended Basic Call Referral

This optional level of service includes the features of Basic Call Referral as described above and provides customers the ability to extend the Basic Referral service beyond the initial 30-day period. The minimum period is an additional one month, to a maximum of 11 additional months.

Internet Call Messenger Service / New Number Call Routing

Internet Call Messenger Service / New Number Call Routing is a customized operator intercept service available to business or residence customers who have relocated or changed telephone numbers and require more than the standard referral of calls to a new number. The customer may design an intercept message up to 240 characters. Typical messages include status of the new line, name(s), new telephone number(s), new address(es), zip code(s), business hours, etc.

In the case of multiple customers needing a referral from the same number, New Number Call Routing can be made. A customized recording is created giving out each party's name and associated new number as directed by the customers.

Internet Call Messenger Service or New Number Call Routing services are offered for a minimum of 1 month and a maximum of 12 months.

V. DIRECTORY SERVICES CALL REFERRAL SERVICE

CONDITIONS

The Company reserves the right to refuse any customer's requested message that it deems to be in violation of the General Regulations section of this tariff. Messages must also be in compliance with all administrative rules, state statutes, and public policy considerations.

Personalized recorded message services such as Extended Basic Referral, Internet Call Messenger Service, or New Number Call Routing will not be provided to customers who have been disconnected for nonpayment.

All applicable charges for Call Referral Services will be billed in advance as a one-time charge. Customers will be billed for the total requested Call Referral Service time period on their next billing statement.

Internet Call Messenger Service / New Number Call Routing may be requested when a disconnected number has been in use by more than one customer (e.g., partnership in a firm, members of the same household, etc.), and each party wishes to receive calls at their new number. The announcement will provide the names and forwarding telephone numbers of all parties listed in the message.

Basic Call Referral and Extended Basic Call Referral are available for Customized Multi-line Telephone Service or Custom Line Telephone Service customers.

Call Referral Service in this Section is not applicable for Direct Inward Dialing (DID) customers. Extended Basic Referral service for DID customers is set forth in General Services, Section 5 of the Price List.

APPLICATION OF RATES

The rates and charges following are in addition to any other applicable rates and charges.

In addition to the monthly nonrecurring charge for Internet Call Messenger Service or New Number Call Routing, a Customized Recording Set-up Fee will apply.

The Customized Recording Set-up Fee applies to all initial and subsequent orders for Internet Call Messenger Service or New Number Call Routing.

V. DIRECTORY SERVICES CALL REFERRAL SERVICE

RATES AND CHARGES			
	<u>Non-Recurring Charge</u>		
	<u>Residential/Business</u>		
Basic Call Referral First 30 days	No charge		
Extended Basic Call Referral			
1 month additional - minimum order	\$20.00		
Each additional month or fraction thereof - Maximum order is 12 months, including the first 30 days offered under Basic Call Referral above	10.00		
	<u>Residential</u>	<u>Business</u>	
Customized Internet Call Messenger Service / New Number Call Routing			
Each month or fraction thereof (no free period) 1 month minimum/12 month maximum	\$15.00	\$25.00	
Customized Recording Set-up Fee (Initial or Subsequent order)	25.00	25.00	

V. DIRECTORY SERVICES DIRECTORY SERVICE

CONDITIONS

Primary Listing

The Primary Listing, which will include the name and telephone number and may include the address of the customer, will be furnished at no charge in the alphabetical section of the directory. Each business customer will also receive one listing at no charge in the classified section of the directory under a classification of the customer's choice. Such listings will be provided for each Network Access Line, Private Branch Exchange, or Customized Multi-line Telephone Service.

The listing consists of one line. When use of abbreviations impairs clarity and identification, a second line may be used without additional charge.

Listings will be limited to such information as is necessary for proper identification. The Company may refuse to insert any listing that, in its judgment, does not facilitate the use of the directory.

Dual (joint) name Primary Listings will be provided at no charge for customers subscribing to Residence Service who share the same surname and reside at the same address, for surviving spouses, and for persons known by more than one given name, provided that the surname is the same.

No nonrecurring charge will apply for the change to dual name primary listing.

V. DIRECTORY SERVICES DIRECTORY SERVICE

CONDITIONS (Continued)

Nonpublished/Nonlisted Services

Nonpublished service is an arrangement whereby a customer's telephone number is omitted from both the alphabetic white page directory and the directory assistance database.

Nonlisted service is an arrangement whereby a customer's telephone number is omitted from the alphabetic white page directory but not from the directory assistance database.

Nonpublished telephone numbers may be displayed to customers who subscribe to Calling Number Identification Delivery service when the nonpublished customer elects not to utilize Cancel Calling Number Identification Delivery service per call or per line.

The Company will take reasonable precautions not to publish the number in any of its publicly distributed directories. The Company will not disclose the number, except when required by law, to any person other than representatives of law enforcement agencies; its own employees or representatives, or those of other telephone companies; to other customers who are billed for calls placed to or from nonpublished numbers; or as specified elsewhere in these conditions.

Customer information, whether published or nonpublished, will be released to governmental agencies or other entities responding to requests for emergency assistance by virtue of the 911 service.

Subscribers to nonpublished and nonlisted service will be required to maintain such service until the first issuance of a directory in which a requested change may be published, or until telephone service is discontinued.

Billing for such services will be discontinued with the last regular bill dated before the issuance of the directory in which the change is made.

Refer to General Regulations, Section III, Nonpublished or Nonlisted Directory Service, for Company liability statement.

Application of rates for nonpublished and nonlisted services:

Customer with a Published Listing

If a customer has both published and nonpublished/nonlisted listings for different telephone numbers with the same class of service at the same address, the nonpublished/nonlisted monthly recurring charge will not apply.

Customer with a Nonpublished/Nonlisted Listing

If a customer has a nonpublished/nonlisted listing, only one monthly recurring charge will be applied for any nonpublished and/or nonlisted listings for the same customer with the same class of service at the same address. If the customer has a combination of nonpublished and nonlisted listings for different telephone numbers at the same address, the nonlisted monthly recurring charge will apply.

V. DIRECTORY SERVICES DIRECTORY SERVICE

CONDITIONS (Continued)

Nonpublished/Nonlisted Services (Continued)

The rate for nonpublished and nonlisted services does not apply to the following:

Pay Telephone Service

Special Reversed Long Distance Service

Foreign Exchange/Zone Service

Temporary Service (service provided for a period not more than 30 days)

Special services such as teletypewriters or data services provided for customers with impaired hearing having a limited requirement for voice communications.

Local Exchange Service for a customer living in a hotel, hospital, retirement complex, or boarding house provided the customer is listed under the telephone listing of the establishment.

New listings provided to a customer because of unusual circumstances, such as harassing calls, threats, or other acts adversely affecting the health, welfare, security or service of the customer (service provided for a period not more than 30 days).

Residential customers who have obtained a court restraining order and have provided the Company with a signed affidavit indicating their inability to pay for nonpublished service.

RATES

Monthly Rate
Business/Residence

Primary Listing

-

Nonpublished Service

\$1.25

Nonlisted Service

1.25

VI. GENERAL SERVICES

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VI. GENERAL SERVICES CALL RESTRICTION SERVICE

DEFINITION

Call Restriction Service (CRS) provides the capability to block outgoing dialed calls to selected numbers or prefixes. The service is provided in the central office.

DESCRIPTION

Call Restriction Service (CRS) prevents access to the toll network. CRS blocks access to 900 type and 976 type information services. CRS prevents 1-plus, 0-plus, and 0-minus calls. Local directory assistance calls may be blocked, depending on the CRS option selected. CRS does not block calls to 800, 866, 877, and 888 type of toll service. When customers dial a number that is blocked by CRS the call will be diverted to a Company-provided intercept announcement.

All CRS packages permit calls to the following

911
1+800, 1+866, 1+877, 1+888 (except for CRS 5)
Local Calls, including EAS where available
Listed toll free numbers for Telephone Company (Repair, Billing, etc.)

CRS 1 - Limited Restriction

Blocks calls to 1+ and 0+(900)
Blocks intrastate calls to 1+976

CRS 2 - Maximum Restriction

Blocks calls to: Same numbers as CRS 1
Points accessed by 0-, 0+, 01+, 011+ and 1+ dialing
with the exception of 1+800, 1+866, 1+877, and 1+888.

CRS 3 - Split 1+DDD Restriction

Blocks calls to 101XXXX+.

VI. GENERAL SERVICES CALL RESTRICTION SERVICE

DESCRIPTION
<p><u>CRS 4 - 976 Call Restriction</u></p>
<p>Blocks intrastate calls to 1+976.</p>
<p><u>CRS 5 - 1 + Toll Restriction</u></p>
<p>Blocks but is not limited to: 1+, 1+555, and 1+800, 1+866, 1+877, and 1+888</p>
<p><u>CRS 6 - Toll/Code Restriction</u></p>
<p>Allows the customer to prevent stations from completing calls to specified destinations.</p>
<p><u>CRS 7 - Outgoing Call Screening</u></p>
<p>Allows the Company at the customer's request to screen (block) directory assistance, seven-digit, and ten-digit telephone numbers. Screening of 911 is not permitted.</p>

VI. GENERAL SERVICES CALL RESTRICTION SERVICE

CONDITIONS

Call Restriction Service (CRS) is offered in all Company exchanges.

CRS is available only on one-party residence and business network access lines.

With the exception of CRS 5 (1 + Toll Restriction), access to 800, 866, 877, and 888 type toll service will not be denied.

CRS is not foolproof. With the exception of CRS 5 (1 + Toll Restriction), CRS may be bypassed since some long distance carriers (IXCs) use 800, 866, 877 or 888 type numbers, or Feature Group A numbers, for access to their toll service. Provision of CRS does not alleviate customers' responsibility for payment of completed toll calls.

CRS may normally be placed on the customer's lines within three business days after an order for the service is accepted by the Company.

CRS is a service designed to prevent certain types of toll calls. CRS does not prevent toll charges, which may have been incurred, from being billed to the customer.

The provisions of each CRS are as stated previously in this tariff. No substitutions of any features are permitted.

CRS does not include Billed Number Screening. The customer retains the capability of accepting third number billed and collect calls on any CRS. The customer is responsible for these calls, billed to his/her account.

CRS will be removed only upon written request from the customer.

0-minus access is not permitted under some options of CRS as provided in this tariff. Therefore, where 911 emergency access is not available, it is the responsibility of the customer to notify its station users that operator access is not available.

The nonrecurring charge will apply on a per order basis when a customer requests a change in the type of CRS service on the line or when the service is installed on a line that is not covered.

VI. GENERAL SERVICES CALL RESTRICTION SERVICE

CONDITIONS (Continued)

Nonrecurring Charges are waived in establishing or changing Call Restriction Services in the following situations:

Ordered and installed at the same time as the basic network access service

Ordered and installed at the same time as another change on the network access line in which Nonrecurring Charges found elsewhere in this tariff apply.

CRS 1 (Limited Restriction) and CRS 4 (976 Call Restriction) Nonrecurring Charges shall be waived upon initial request for single line nonhunting service. If the customer subsequently removes CRS 1 or CRS 4 blocking and then orders it reinstated on the same line, appropriate Nonrecurring Charges will apply.

Refer to General Regulations, Section III, Call Restriction Service, for Company liability statement.

Split 1+DDD Blocking

This blocking service is offered to aggregators upon request, on a per line or trunk basis. An aggregator is any individual, partnership, association, joint-stock company, trust or corporation that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises.

**VI. GENERAL SERVICES
 CALL RESTRICTION SERVICE**

RATES		
RATES PER LINE	<u>MONTHLY RATE</u>	<u>NONRECURRING CHARGE</u>
CRS 1 - Limited Restriction		
Initial Installation		
Individual Network Access Lines	--	--
Complex Network Access Lines	--	\$10.00
Additional lines, same order	--	4.00
Subsequent Installation		
Individual Network Access Lines	--	10.00
Complex Network Access Lines	--	10.00
Additional lines, same order	--	4.00
CRS 2 - Maximum Restriction	\$3.40	10.00
CRS 3 - Split 1+DDD Restriction	5.00	26.00

**VI. GENERAL SERVICES
CALL RESTRICTION SERVICE**

RATES (Continued)		
RATES PER LINE (Continued)	<u>MONTHLY RATE</u>	<u>NONRECURRING CHARGE</u>
CRS 4 - 976 Call Restriction		
Initial Installation		
Individual Network Access Lines	--	--
Complex Network Access Lines	--	\$10.00
Additional lines, same order	--	4.00
Subsequent Installation		
Individual Network Access Lines	--	10.00
Complex Network Access Line	--	10.00
Additional lines, same order	--	4.00
CRS 5 - 1 + Toll Restriction	\$3.40	10.00
CRS 6 - Toll/Code Restriction	1.50	10.00
CRS 7 - Outgoing Call Screening	1.50	10.00

VI. GENERAL SERVICES CALL TRACE

FEATURE DESCRIPTION		
<p><u>Call Trace</u> - Allows the customer to immediately and automatically trace the last incoming call received from a local service area in which Custom Local Area Signaling Service features are offered. Upon the customer's request, the trace information will be provided to law enforcement agencies by the Company, but will not be released directly to the customer. To initiate the call trace, the customer must contact the Company at the number provided in the voice announcement within ten (10) days of the incident. Call Trace performs the function of recording call information, but in no way identifies the person(s) actually placing the call(s). By accepting the service, customer agrees that the Company shall not be liable for damages due to an inability to trace the call(s).</p>		
RATES	<u>Residence</u>	<u>Business</u>
Call Trace, per activation	\$1.00	\$1.00

VI. GENERAL SERVICES CONVENIENCE FEE

GENERAL

A convenience fee is a charge that is added onto a customer's account if a customer makes a payment using a Company Representative. The customer is informed by the Company Representative of the applicable charges prior to processing the payment. The charge will be collected at time of payment processing.

This fee will not apply if:

- The automated payment systems are unavailable due to system outages.
- At the time payment is made, the customer agrees to sign up for automatic bill payment.
- Payment is taken for a deposit.
- The payment is for a Government account.

RATES AND CHARGES

Nonrecurring Charge

Convenience Fee, per occurrence	\$4.50
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RESERVED FOR FUTURE USE	
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VIII. PROMOTIONS

RESERVED FOR FUTURE USE	
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IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

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IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.1. GENERAL

9-1-1 is the three-digit telephone number designated throughout the United States as the emergency telephone number used by the public to facilitate the reporting of an emergency requiring response by an authorized public safety agency or emergency service provider.

Enhanced 9-1-1 Service (E9-1-1) is a telephone exchange communication service that enables telephone subscribers, dialing 9-1-1, to be connected to a predestinated Public Safety Answering Point (PSAP) based on the callers geographic location. In addition, this service provides the PSAP with the 9-1-1 caller's telephone number, location information and name of the telephone access line subscriber.

The Customer must be legally authorized to subscribe to the service and respond to public emergency calls from the Central Office serving areas arranged for 9-1-1 calling in compliance with ORS 401.710-401.790.

E9-1-1 Service is provided by the Company where facility and operating conditions permit.

Provisioning of E9-1-1 Service will conform to applicable local, state and federal law, rules and regulations.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.2 DEFINITION OF TERMS

9-1-1

A three-digit telephone number to facilitate the reporting of an emergency requiring response by a public safety agency.

9-1-1 INTEROFFICE FACILITY

An intraexchange or interexchange trunk capable of forwarding Automatic Number Identification (ANI) between Company Central Offices.

9-1-1 SERVICE LINE

An Exchange Line connecting a PSAP to its serving Company Central Office.

E9-1-1 TANDEM

The Central Office that provides the tandem switching of E9-1-1 calls. The Central Office also controls delivery of the voice call with ANI to the Public Safety Answering Point (PSAP) and provides Selective Routing (SR), Speed Calling, Selective Transfer, Fixed Transfer, and certain maintenance functions for each PSAP. Also known as E9-1-1 Selective Routing Tandem or Selective Router.

9-1-1 TRANSPORT

A dedicated circuit between the Company Central Offices to/from a non-Company Selective Router for the provision of E9-1-1 Service. Does not include the Local Loop (see 9-1-1 Service Line).

ACCESS LINES

The connection between a subscriber's premises network interface device and the Local Exchange Carrier that provides access to the Public Switched Telephone Network.

AUTOMATIC LOCATION IDENTIFICATION (ALI) STORAGE/ PROCESSING

ALI Storage/Processing service stores E9-1-1 location data, and processes ALI retrieval requests from PSAPs for E9-1-1 calls. It consists of the computer system(s), hardware, software and data located within the Company. The ALI records are updated once a day. This service does not include the circuit(s) from the PSAP to the ALI platform or circuits to another database.

ALTERNATE ROUTING

The capability of automatically rerouting E9-1-1 calls to a designated alternate location(s) if all E9-1-1 trunks from a Central Office or to a primary PSAP are busy or out of service. May also be activated upon request, or automatically if detectable, when E9-1-1 equipment fails or the PSAP itself is disabled.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.2 DEFINITION OF TERMS (Continued)

AUTOMATIC LOCATION IDENTIFICATION (ALI)

The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information.

AUTOMATIC LOCATION IDENTIFICATION (ALI) DATABASE

The set of ALI records residing on a computer system.

AUTOMATIC LOCATION IDENTIFICATION (ALI) DATABASE ADMINISTRATION

The functionality provided by the Company for the creation and updated maintenance of ALI records in the ALI database. ALI Database Administration Service does not include ALI storage or processing for use during an E9-1-1 call.

AUTOMATIC LOCATION IDENTIFICATION RECORDS

The telephone number, the address/location of the telephone, Emergency Service Number (ESN), and supplementary emergency service information for display at a PSAP.

AUTOMATIC LOCATION IDENTIFICATION STORAGE/RETRIEVAL

Equipment and software used to store and retrieve ALI Records.

AUTOMATIC NUMBER IDENTIFICATION (ANI)

Telephone number associated with the access line from which a call originates.

CALL TRANSFER

The capability to redirect a call to another party.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.2 DEFINITION OF TERMS (Continued)

CALLER

An individual who places a 9-1-1 call in an effort to request assistance of a public safety nature. May also be referred to as an end user.

CENTRAL OFFICE (CO)

The Local Exchange Carrier facility where access lines are connected to switching equipment for connection to the Public Switched Telephone Network. Also referred to as the End Office.

COMPANY

ZIPLY FIBER

COMPETITIVE LOCAL PROVIDER (CLP)

A Telecommunications Carrier (TC) authorized under applicable state and/or federal statutes and regulations to provide local exchange telecommunications services other than the Incumbent Local Exchange Carriers (ILEC). Also known as Alternate Local Exchange Carriers (ALECs), Competitive Local Providers (CLPs), Competitive Access Providers, and Local Service Providers (LSPs).

CUSTOMER

Governmental unit or other entity authorized to provide the E9-1-1 Service provisioned by the Company.

CUSTOMER PREMISES EQUIPMENT (CPE)

Customer owned communications or terminal equipment located at the Customer's location(s).

DATA BASE

An organized collection of information, typically stored in computer systems, comprised of fields, records (data) and indexes. For E9-1-1 Services, such data bases include Master Street Address Guide (MSAG) and, telephone number/Emergency Service Number (ESN), and telephone subscriber records which comprise ALI.

DATABASE MANAGEMENT SYSTEM (DMS)

A system of manual procedures and computer programs used to create, store, and update data required to provide Selective Routing (SR) and/or ALI for E9-1-1 systems.

DATA BASE MANAGEMENT SYSTEM PROVIDER

Entity providing SR and/or ALI data services.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.2 DEFINITION OF TERMS (Continued)

DEDICATED CIRCUIT

A telephone circuit used for a single purpose, such as transmission of E9-1-1 calls.

DEFAULT ROUTING

The capability to route an E9-1-1 call to a designated (default) PSAP when the incoming E9-1-1 call cannot be selectively routed due to ANI failure or other causes. This is a standard feature of E9-1-1 Service. No ANI/ALI data may be available when a call is sent via Default Routing.

DIRECTORY NUMBER (DN)

A ten-digit number assigned within a Numbering Plan Area (NPA) to uniquely identify a telephone subscriber. In Private Switch/ALI (PS/ALI) applications, the ANI generated with each E9-1-1 call forwards the Direct Inward Dialing (DID) Station line ten-digit number to the PSAP.

DIVERSE ROUTING

The practice of routing calls through different circuit paths in an effort to prevent total loss of the E9-1-1 system in the event an individual circuit is disabled.

DUAL MODE SELECTIVE ROUTING

Dual Mode Selective Routing is provided using two Selective Routers that mirror the E9-1-1 call delivery effort in order to provide redundancy, and a higher level of network reliability in the event of a major failure at one of the Selective Routers.

EMERGENCY MEDICAL SERVICE (EMS)

Fire, hospital, poison control, etc. response centers.

EMERGENCY SERVICE PROVIDER (ESP)

An agency authorized to respond to emergencies initiated by E9-1-1 calls.

EMERGENCY SERVICE NUMBER (ESN) / EMERGENCY SERVICE ZONE (ESZ)

An ESN is a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.2 DEFINITION OF TERMS (Continued)

END OFFICE

The Central Office(s) in the E9-1-1 System from which E9-1-1 calls are originated. Also see Central Office.

END USER

An individual placing an E9-1-1 call in order to obtain emergency assistance. May also be referred to as a caller.

ENHANCED 9-1-1

An emergency telephone system which includes network switching, database and CPE elements capable of providing Selective Routing, Selective Transfer, Fixed Transfer, caller routing and location information, and ALI.

ENHANCED 9-1-1 SERVICE AREA

The geographic area in which the 9-1-1 Customer will respond to all E9-1-1 calls and dispatch appropriate emergency assistance.

ENHANCED Multi-Frequency (EMF)

The ability to pass 20-digits from the E9-1-1 Selective Router to the PSAP.

EXCHANGE

A defined area, served by one or more telephone Central Offices, within which a Local Exchange Carrier furnishes service.

FIXED TRANSFER

The capability of a PSAP attendant to transfer a 9-1-1 call to a pre-determined location by activating a single button.

FORCED DISCONNECT

A function of the E9-1-1 Central Office circuit which enables the PSAP attendant to release a connection even though the calling party has not hung up. This feature prevents the jamming of the E9-1-1 exchange lines and is a standard feature of E9-1-1 Service.

LOCAL SERVICE PROVIDER (LSP)

Dial tone providers, i.e., Local Exchange Carriers, Competitive Local Providers (CLPs), Shared Tenant Service Providers, Private Switch Providers (PSPs), etc.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.2 DEFINITION OF TERMS (Continued)

MASTER STREET ADDRESS GUIDE (MSAG)

A database of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of E9-1-1 calls.

MULTI-FREQUENCY (MF)

A type of signaling used on inter-office and E9-1-1 trunks.

NETWORK CONTROL MODEM (NCM)

The NCM allows the PSAP Administrator/Director to transfer calls to an alternate PSAP quickly in the event of an emergency or for any other reason. With the dial-up NCM, the PSAP Director will dial into the NCM, pass multiple security checks and then activate the transfer of incoming calls.

NETWORK INTERFACE DEVICE (NID)

A device wired between a telephone protector and the inside wiring to isolate the subscriber's equipment from the network. Can also be a device that performs functions such as code and protocol conversion, and buffering required for communications to and from the network. A device used primarily within a local area network to allow a number of independent devices, with varying protocols, to communicate with each other. This communication is accomplished by converting each device protocol into a common transmission protocol.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.2 DEFINITION OF TERMS (Continued)

NON-LISTED SERVICE

Subscriber information that is not listed in the published telephone directory but is made available via Directory Assistance Service.

NON-PUBLISHED SERVICE

Subscriber information that is neither listed in the published telephone directory nor available via Directory Assistance Service.

NUMBERING PLAN AREA (NPA)

An established three-digit area code for a particular calling area.

NUMBERING PLAN DIGIT (NPD)

A component of the traditional 9-digit 9-1-1 signaling protocol between the Enhanced 9-1-1 Control Office and the PSAP CPE. Identifies one of four possible area codes.

NXX

The first three digits of a local telephone number that identifies the Central Office switching location within its area code.

P.01 GRADE OF SERVICE

The probability (P), expressed as a decimal fraction, of a telephone call being blocked. P.01 is the grade of service reflecting the probability that one call out of one hundred during the average busy hour will be blocked. P.01 is the minimum recommended Grade of Service for E9-1-1 trunk groups.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

.2 DEFINITION OF TERMS (Continued)

POINT OF CONCENTRATION

A network switch that enables the quantity of incoming trunks for a service to be reduced to a smaller quantity of outgoing trunks without reducing the transmission grade of service to any specific calling party. E9-1-1 Selective Routers and E9-1-1 Tandems are examples of Points of Concentration.

PSAP ATTENDANT

A person authorized by the Customer who is responsible for answering incoming E9-1-1 calls at a PSAP, determining the action to be taken, and executing the PSAP's procedures in the disposition of such calls.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.2 DEFINITION OF TERMS (Continued)

PUBLIC SAFETY ANSWERING POINT (PSAP)

A facility equipped and staffed to receive E9-1-1 calls. A Primary PSAP is one to which E9-1-1 calls are routed directly from the E9-1-1 Tandem. A Secondary PSAP is one to which E9-1-1 calls are transferred from a Primary PSAP.

PUBLIC SWITCHED TELEPHONE NETWORK (PSTN)

The network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North America.

RECORD

The subscriber information associated with a telephone number.

For Wireline billing, the number of records for the E9-1-1 service area will be equal to the total of the Company's subscriber access lines, and the actual number of record counts for non-Company records (e.g., other ILECs, CLPs, Shared Tenant Services, Private Switch providers, WSPs, etc.), in the E9-1-1 database. Wireline billing will be updated annually.

REVERSE SEARCH

A query of the ALI database initiated at the PSAP to electronically obtain the ALI data associated with a known telephone number for purposes of handling an emergency call when that telephone number is not directly connected to the PSAP. It can also be used for an ANI failure on a telephone line that is connected to the PSAP. This feature will not work for numbers that are not in the ALI database.

SELECTIVE ROUTER

See E9-1-1 Tandem.

SELECTIVE ROUTING (SR)

The routing of an E9-1-1 call to the designated PSAP based upon the location of the ANI of the wireline caller. Selective Routing (SR) is controlled by the ESN which is derived from the subscriber's location.

SELECTIVE TRANSFER

The capability to transfer an E9-1-1 call to a response agency by operation of one of several buttons typically designated as law enforcement, fire, and EMS; based on the ESN of the caller.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.2 DEFINITION OF TERMS (Continued)

SERVING CENTRAL OFFICE

The Central Office (CO) from which any subscriber (including a PSAP) is served. Also see Central Office.

SIGNALING SYSTEM 7 (SS7)/COMMON CHANNEL SIGNALING 7 (CCS7)

An out-of-band signaling system used to provide basic routing information, call set-up and other call termination functions. Signaling is removed from the voice channel itself and put on a separate data network. Also known as Common Channel Signaling No. 7 (CCS7).

SUBSCRIBER

A person or business that orders access line service from a telephone company.

X, Y COORDINATES

Shorthand expression for coordinates that identify a specific location in two dimensions representing latitude and longitude.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.3 CONDITIONS

- (A) E9-1-1 Service is provided solely for the benefit of the E9-1-1 Customer operating the Public Safety Answering Point (PSAP) to be used to assist the Customer in providing E9-1-1 emergency response service to public safety agencies and the public.
- (B) E9-1-1 is limited to the use of Central Office number 9-1-1 as the universal emergency number and only one level of E9-1-1 Service will be provided within any Customer's E9-1-1 Service area.
- (C) E9-1-1 Service is classified as Business Exchange Service and is arranged for one-way incoming Service to the appropriate PSAP. Outgoing calls can only be made on a transfer basis (no originating calls). Charges for local and/or toll messages transferred over exchange facilities from a PSAP are applicable from the Central Office serving the PSAP initiating the transfer to the Central Office serving the termination of the transfer.
- (D) The E9-1-1 emergency number is not intended to replace the telephone service of the various public safety agencies which may participate in the use of this number. The Customer must subscribe to additional local exchange service at the PSAPs for administrative purposes for placement of outgoing calls and for receiving other emergency calls, including any which might be relayed by the Company operators or other telecommunication service provider operators. In order for phone calls of a non-emergency nature to reach the PSAP, the main directory listing for the PSAP must be a ten-digit local exchange administrative telephone number. A listing for the Public Safety Agency will also be provided, under 9-1-1, at no additional charge.
- (E) The Company shall not be required to provide 9-1-1 Service to less than an entire Central Office. The Company does not answer and/or forward 9-1-1 calls, but furnishes the use of its facilities and routes 9-1-1 calls to enable the Customer's personnel to receive such calls.
- (F) 9-1-1 calls originated from local exchange telephone network access facilities shall be completed to the appropriate PSAP without a charge being assessed by the Company. Calls from a pay telephone shall not require a coin to be deposited or payment of any charge.
- (G) Application to subscribe to ALI Database Administration, Selective Routing, ALI Storage/Processing and Network Control Modems under this tariff must be executed in writing. An application for service is not required for other E9-1-1 features. The Company recommended service offering for E9-1-1 Service requires Dual Mode Selective Routing to provide additional reliability and diversity. In the Application for Service, the Customer will indicate its selection of dual mode or single mode selective routing service and other information required by the Company to implement service. If additional facilities are required by the Company to implement service, the Customer will be advised. The Application for Service must be signed by the Customer or Customer's authorized employee or representative. If execution is by an agent, satisfactory evidence documenting the agency relationship must be provided in writing to the Company.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.3 CONDITIONS (Continued)

- (H) Some E9-1-1 Service Features carry a minimum three year initial term commitment commencing on the in-service date, followed by automatic one (1) year renewals on the in-service anniversary date that will be subject to Termination Liability in this Tariff. If the E9-1-1 Service is discontinued prior to the expiration of the initial three year term commitment, the Customer will be liable for payment of a termination charge as stated in this Tariff. The applicable termination liability charges also apply if the E9-1-1 Service is discontinued prior to the expiration of the renewal term period, unless the Customer provides written notification of termination at least 60 days prior to the automatic renewal date.
- (I) When ordering E9-1-1 Service and facilities, if requests for additions, rearrangements, relocations or modifications of Service and equipment are canceled in whole or in part prior to completion of the work involved, the Customer is required to reimburse the Company for all expenses incurred in handling the request before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- (J) When an E9-1-1 Service is ordered out of this Tariff by the Customer, the Company will bill the Customer upon the in-service date of the Service. Where an additional component or service, or a change to the service is ordered, the additional service or change will be billed upon its in-service date.
- (K) Customer may order services outside the scope of this E9-1-1 Service Tariff at the rates, terms and conditions set forth in the applicable tariff.
- (L) Customer premise equipment (CPE) is required for this Service and is outside the scope of this Tariff. CPE must be compatible with the Service and interface standards of the Company. Upon request the Company will make available standards for interface with CPE.
- (M) Any CPE used in connection with E9-1-1 Service shall not be used to extract any information from the ALI platform other than information relating to an in progress 9-1-1 emergency call.
- (N) Information provided by the Company as part of the provision of E9-1-1 is to be used only for the purpose of answering and dispatching emergency calls.
- (O) The Company does not undertake any responsibility with regard to the attachment of any equipment or linkage of any software by a Customer to Company facilities or systems. The Customer may, with the prior written consent of the Company, which consent shall not be unreasonably withheld, attach features, devices, equipment or link software to the equipment, network facilities or systems provide by the Company. Said attachments and linkages must meet all applicable federal and state registration or certification standards. The Company may refuse to consent to attachments or linkages which it determines may degrade the 9-1-1 system or other Company facilities or otherwise affect the Company's operations. Should allowed attachments or linkages subsequently degrade the 9-1-1 system or the Company's other facilities or operations, the Company may direct the Customer to remove the attachment or take any other action the Company deems advisable to restore the operation of the 9-1-1 system or other facilities.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.3 CONDITIONS (Continued)

- (P) Where a 9-1-1 call is placed by the calling party via connection with another carrier or Operator Service Provider, the Company cannot guarantee the completion of said 9-1-1 call, the quality of the call or any service elements that may otherwise be provided with E9-1-1 Service.
- (Q) E9-1-1 information consisting of the name, address, and telephone numbers of the subscriber whose listing is not published in the directory or listed in the Directory Assistance Office is confidential. Thus, information will be provided on a call-by-call basis only for the purpose of responding to emergency calls received at the PSAPs.
- (R) The 9-1-1 caller forfeits the privacy afforded by nonpublished or nonlisted telephone number service to the extent that the name, address and telephone number associated with the originating station location is furnished to PSAP or ESPs.
- (S) The 9-1-1 service offering does not include provision of specific caller location information where it is technically impossible to do so. Such technical reasons include, but are not limited to, the inability to provide subscriber information associated with multi-party lines, or private telecommunications systems, such as PBXs or shared tenant services or calls originating over Customized Multi-line Telephone Service lines. The Company does not undertake to obtain subscriber record information from private telecommunications systems, but will accept such information provided to it.
- (T) The rates and charges for E9-1-1 Service elements are based upon utilizing standard service addresses (i.e. house numbers, street names, and postal communities) in populating the DMS (Data Management System). Addressing not in the above format will be negotiated with the Company and additional charges may apply.
- (U) When effective, this Tariff will supersede all existing tariff 9-1-1 service arrangements. In addition, this Tariff, when effective will supersede and replace individual case basis (ICB) agreements for E9-1-1 services in the manner described in the subject agreement; if transition to tariff is not addressed, the service in the subject agreement will transition to this Tariff when the term period of the subject agreement expires. Customers moving to this tariff will start a new three year term commitment commencing on the in-service date. If continuation of existing services, the in-service date will be the order date.
- (V) The Company will work cooperatively with Customer to transition services from existing tariff or separate ICB agreement in a manner that maintains service continuity.
- (W) Constant monitoring or inspection of facilities to discover errors, defects and malfunctions is not included in E9-1-1 Service. The Customer shall notify the Company in the event that the Service is not functioning properly.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.4 CUSTOMER OBLIGATION

- (A) The Company's Central Office serving area boundaries may not coincide with the boundaries of political subdivisions or a Customer's jurisdictional areas. The Customer shall be responsible for making arrangements to handle all calls received on its 9-1-1 service applicable Central Offices but which are not situated within the geographical boundaries of the Customer's public safety jurisdiction. Handling of calls will be in accordance with ORS 401.710-401.790, the state's 9-1-1 plan.
- (B) By subscribing to E9-1-1 Service under this Tariff, the Customer agrees to the provisions in this Tariff including the following terms and conditions.
- (1) That at least one PSAP will be provided and staffed on a 24-hour, seven days per week basis.
 - (2) That the Customer accepts responsibility for dispatching, or having others dispatch law enforcement, fire, EMS or other emergency services as required, to the extent such services are reasonably available.
 - (3) That the Customer will develop an appropriate method for responding to calls for nonparticipating agencies which may be directed to the PSAP by calling parties.
 - (4) That the Customer will subscribe to, or provide telephone equipment with a capacity adequate to handle the number of E9-1-1 trunks and lines required for a P.01 grade of service.
 - (5) Prior to dispatch, the PSAP attendant dispatcher will attempt to obtain the location of the emergency from the caller. The address information maintained by the Company may not be the actual location of the emergency.
- (C) After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the MSAG, and to advise the Company of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in law enforcement, fire, EMS or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities, or any other matter that will affect the routing of E9-1-1 calls to the proper PSAP.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.4 CUSTOMER OBLIGATION (Continued)

- (D) Changes, deletions, and additions which the Customer desires to have made in the MSAG should be submitted on an "as-occurred" basis.
- (E) Initial and subsequent ESN assignments by street name, address range, and area or other mutually agreed upon routing criteria shall be furnished by the Customer to the Company.
- (F) Customer initiated changes and rearrangements to the MSAG that affect service address and ALI database records (e.g., street name and number changes, emergency services zone or name change, jurisdictional boundary changes and rearrangements, etc.) other than those processed in normal daily updates require a comparative listing of changes providing direct and individual reference to existing designations. Substantial MSAG changes (e.g., annexations of additional areas, reduction of existing areas) may require an additional charge and would be provided under an ICB arrangement.
- (G) The Customer will conduct training to impress upon the Customer's authorized personnel the sensitive nature of the ALI database information and the legal obligation to protect it from unauthorized use.
- (H) It is the obligation of the Customer to answer, respond to, transfer, terminate, dispatch or arrange dispatch emergency services, or otherwise handle all 9-1-1 telephone calls that originate from telephones within the Customer's service area.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.5 COMPANY OBLIGATION

- (A) The Company will provide diverse routing where available. If the Customer requests additional diversity at locations where facilities do not exist, such additional facilities will be provided under an ICB arrangement.
- (B) The Company will provide sufficient Company End Office to E9-1-1 Tandem and E9-1-1 Tandem to PSAP trunks to maintain P.01 grade of service as defined in this Tariff. A minimum of two circuits will be provided between each Company End Office and the E9-1-1 Tandem and E9-1-1 Tandem to each PSAP.
- (C) Information concerning MSAG error and audit reports will be provided to the Customer upon request in the same media (either fax or via electronic means) as requested by the Customer. For information not provided as part of normal moves and changes or error correction, the Customer must provide that request in writing to the Company. The Company is restricted from providing information that is prohibited by Federal, State and Local laws.
- (D) The Company is obligated, by the requirements of the Electronic Communications Privacy Act of 1986 (18 USC § 2703), to take prudent action to protect its subscribers' rights to privacy and to protect its proprietary ALI databases – except as otherwise mandated by law, including 47 USC § 222 (g). When the Company or other local exchange carrier provides the ALI controller service to the Customer's PSAP, these requirements are met by the direct control that the Company or other local exchange carrier retains over the ALI software.
- (E) The Company will build and maintain the MSAG file in concert with the Customer utilizing standard service addresses (i.e., house numbers, street names, and postal communities).
- (F) The Company will provide to the Customer, on request only, and limited to once per year, via electronic means only, one copy of the MSAG at no charge, to be used solely for the verification of emergency services routing designations for E9-1-1 Services. Customers of ALI Database Administration Service will always have unlimited electronic access to view ranges of their MSAG data at no additional charge. Customers requesting additional copies may do so by contacting the Company. Request for additional copies are outside the scope of this Tariff and will be provided at an additional charge under an ICB arrangement.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

<p>9.5 COMPANY OBLIGATION (Continued)</p> <p>(G) The Company will provide the changes to the Customer for verification showing each change, deletion and addition to the MSAG.</p> <p>(H) The Company will deliver to the Customer WSP location data as specified by Company provided technical interface specification. The Company disclaims any and all responsibility for</p> <p>(1) the delivery of any additional data elements that the WSP may choose to provide beyond those required and specified.</p> <p>(2) the content of the data delivered to the Customer.</p> <p>In addition, the Company shall not be responsible for the location determination technology, the accuracy of the location determination technology, or the investigation or maintenance of these technologies.</p>

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.6 LIABILITY

- (A) The Company's entire liability to the Customer or any person for interruption or failure of E9-1-1 service shall be limited by the terms set forth in this section and in any sections of other tariffs, laws, statutes, or rules which apply to the provision of 9-1-1 service by the Company. In addition, the Company's liability for civil damages shall be limited as provided in ORS 401.715 and 401.765. This 9-1-1 service is offered solely to assist the Customer in providing 9-1-1 emergency service in conjunction with applicable fire, police, and other public safety agencies.
- (B) The provision of E9-1-1 Service by the Company shall not be interpreted, construed, or regarded as being either expressly or implicitly for the benefit of or creating any Company obligation toward or any right of action on behalf of any third party or legal entity other than the E9-1-1 Customer.
- (C) Except for errors and omissions caused by gross negligence, willful or wanton misconduct, fraudulent conduct or violations of law by the Company, and, to the extent not caused by acts, omissions or other occurrences attributable to the Customer or any other person or entity, the Company's entire liability in tort, contract or otherwise for damages arising out of mistakes, interruptions, delays, failures, errors, acts, omissions, defects in transmission or other occurrences related to the Company's provision of this E9-1-1 Service is limited by the terms set forth in this Section and in other tariffs of the Company. This limitation of liability extends to, but is not limited to, claims in connection with designing, developing, installing, implementing, maintaining, or operating the E9-1-1 Service, attachment to, or use of any Customer-provided equipment in conjunction with the E9-1-1 Service, advice, recommendations or analysis provided, or for releasing subscriber information, including nonpublished or unlisted information, in connection with the provision of the E9-1-1 Service. In no event shall the Company be liable for any claim attributable to Customer's selection of Single Mode Selective Routing Service instead of Company's recommended Dual Mode Selective Routing Service offerings set out in this Tariff.
- (D) For E9-1-1 Service provided pursuant to this Tariff, the Company's liability shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the mistake, interruption, delay, failure, error, act, omission, other occurrence or defect in transmission occurs after notice by the Customer to the Company. For other services used by the Customer in conjunction with the E9-1-1 Services, the Company's liability as stated in this tariff and other applicable Company tariffs shall apply. Where credit allowances on monthly charges for service or service features are determined to apply, only those services or service features which are affected or diminished by the interruption shall be considered, and further, only those main stations on the interrupted portion of the service shall be considered in determining the number of main stations affected.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.6 LIABILITY (Continued)

- (E) Company shall not be liable for, and no allowance or credit will be provided for, any interruption, delay, failure, errors, acts, omissions or other occurrences attributable to the Customer or any other person or entity.
- (F) In no event shall the Company be liable in tort, contract or otherwise for any personal injury, property damage or death arising out of or related to use of the E9-1-1 Service. Under no circumstance shall the Company be responsible or liable for special, indirect, incidental or consequential damages.
- (G) To the extent permitted by applicable law, the Customer indemnifies and saves the Company harmless against:
 - Claims for libel, slander, or infringement or copyright arising from the material transmitted over its facilities;
 - Claims for infringement of patents arising from combining with or using in connection with facilities of the Company, apparatus, equipment or systems of Customer; and
 - All other claims arising out of any act or omission of the Customer in connection with the service and facilities provided by the Company.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.7 DESCRIPTION OF SERVICES

(A) Enhanced 9-1-1 Service

Enhanced 9-1-1 (E9-1-1) Service enables a caller dialing 9-1-1 to reach a designated Public Safety Answering Point, with the additional features of Automatic Number Identification, Automatic Location Identification, and Selective Routing. E9-1-1 is the only form of emergency telephone service provided by the Company. Thus, all references to 9-1-1 refer to E9-1-1 Service.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.7 DESCRIPTION OF SERVICES (Continued)

(B) E9-1-1 Service is comprised of the following components:

(1) Automatic Number Identification (ANI)

Provides the telephone number, if available, associated with the access line from which a call originates. This is an inherent feature of E9-1-1 Service, and is included in the E9-1-1 trunking rate elements.

(2) Automatic Location Identification (ALI) Database Administration

ALI Database Administration is the processing of subscriber records against the MSAG for the creation of ALI records and/or the creation of SR records. Specifically this service:

- (a) Provides for daily database processing and updates to the ALI Storage/Processing System and Selective Router(s) for all add, delete and change activity associated with subscriber records.
- (b) Provides processing of subscriber records for compliance with the MSAG.
- (c) Does not include ALI storage or processing for use during an E9-1-1 call.

(3) Centralized ALI Storage/Processing

The ALI Storage/Processing service stores E9-1-1 location data and processes ALI retrieval requests from PSAPs for E9-1-1 calls. It consists of computer system(s), hardware, software and data owned and controlled by the Company. The PSAP queries the ALI system with the ANI/pANI via the data path. The ALI system looks up the ANI/pANI to retrieve the ALI either stored on the ALI platform, or by steering to another database platform and processes it back to the requesting PSAP. The ALI records are updated once a day. The ALI system may serve multiple PSAPs. The Company offers ALI as follows:

- (a) Dual Mode ALI Storage/Processing links two ALI systems that mirror each other to provide a high level of reliability and disaster recovery, so that ALI Storage/Processing can occur even in the event of a major outage at one of the ALI systems. The PSAPs divide their circuits equally among the two ALIs. Each ALI processes the PSAP query and responds with the associated ALI. The ANI-ALI Controller at the PSAP filters out duplicate ALIs and presents each ALI for processing the E9-1-1 call. Since each PSAP has a circuit to each ALI, the architecture also allows ALI Retrievals to be completed in the event of a major facilities failure between a PSAP and one of the ALIs.
- (b) The ALI Storage/Processing service can process wireline records. Rates are available to process Wireline. This service does not include the rates for the circuit(s) from the PSAP to the ALI platform or to other ALI databases (for steering).

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.7 DESCRIPTION OF SERVICES (Continued)

(B) E9-1-1 Service is comprised of the following components: (Continued)

(4) Selective Routing (SR)

Selective Routing, also called E9-1-1 Tandem, is performed by Selective Routers. End Offices have circuits connecting them to the Selective Router and ANI or ESRK or ESRD is passed over those circuits. The ANI, ESRK or ESRD is looked up in the Selective Routing Database (SRDB) to determine the appropriate PSAP for delivery of the voice call and ANI for wireline or ESRK or ESRD (with or without the CBN).

SR also includes default routing in the event of ANI failure, garbled digits, or other causes. Each incoming E9-1-1 facility group to the Selective Router is assigned to a designated default PSAP.

The Company offers SR as follows:

- (a) Single Mode Selective Routing includes all of the above features utilizing a single Selective Router.
- (b) Dual Mode Selective Routing is the Company recommended service offering for E9-1-1 Selective Routing Service. It includes all of the above features and, in addition, links two Selective Routers. This architecture, using two Selective Routers with mirror imaged databases, provides a higher level of network reliability that will allow the completion of E9-1-1 calls to the target PSAP in the event of a major outage at one of the E9-1-1 Tandems. End offices have circuits connecting them to each of the Selective Routers. In addition, there are circuits provisioned between the E9-1-1 Tandems to allow calls to switch to the other E9-1-1 Tandem if there are no circuits available to the target PSAP. This provides an additional network path to complete the call to the target PSAP. Since each end office has a trunk group to each Selective Router, the architecture also allows calls to be completed in the event of a major facilities failure between the end office and one of the Selective Routers. Information passed over the network during call set-up includes the ANI for wireline calls. Once the call is received at the E9-1-1 Tandem, the ANI, ESRK or ESRD is looked up in the Selective Routing Database (SRDB) to determine which PSAP the voice call should be delivered. ANI for wireline with or without the CBN are also delivered via the voice path to the PSAP. Dual Mode Selective Routing includes all features of Single Mode Selective Routing, including Alternate and Default Routing of E9-1-1 calls.

The Customer is advised that the features/functionality, and higher level of reliability provided with the Dual Mode Selective Routing, including circuit redundancy, is not available with Single Mode Selective Routing. The Customer, having been provided this information understands and acknowledges the differences in the level of reliability between the Services, and that by subscribing to Single Mode Selective Routing service, there is no redundancy as provided with Dual Mode Selective Routing.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.7 DESCRIPTION OF SERVICES (Continued)

(B) E9-1-1 Service is comprised of the following components: (Continued)

(5) Disaster Recovery

Network Control Modem (NCM)

The Dial-Up Network Control Modem (NCM) will provide the PSAP the ability to reroute E9-1-1 traffic to an alternate PSAP via a standard dial-up line from either a wire-line phone. The Dial-Up NCM will activate the make busy feature at the Selective Router(s) by activating a relay on the NCM card which is controlled by fully secure and password protected telephone keypad entries. The standard dial-up number required at each NCM is not included in the NCM rate.

Requires a minimum of two numbers, one at each of the paired PSAP Serving Selective Routers. For PSAPs that are connected to additional areas served by other E9-1-1 Tandems, additional numbers, in pairs (for each E9-1-1 Tandem), will be required.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.8 APPLICATION OF RATES

E9-1-1 Service is available in the following service element offerings:

(A) Automatic Location Identification (ALI) Database Administration

The processing of Customer records against the MSAG for validation to develop the ALI database and/or the SR files. ALI Database Administration includes the following:

- (1) Provides for daily database processing and updates for ALI storage and the Selective Routing Database (SRDB) platforms for all add, delete and change activity associated with subscriber or other service provider records.
- (2) Provides processing of subscriber records against the MSAG.
- (3) Provides for the creation of a file containing the updated records.
- (4) Is used for updates to the SRDB.
- (5) Does not include ALI storage or processing for use during an E9-1-1 call.
- (6) Rates based on a per 1,000 records basis (the combination of Company access line counts and non-Company record counts).

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.8 APPLICATION OF RATES (Continued)

(B) Centralized ALI Storage/Processing Dual Mode

Dual Mode ALI Storage/Processing provides two mirrored ALI platforms to provide a high level of reliability and disaster recovery, so that ALI Storage/Processing can occur in the event of a major outage at one of the ALI systems. The PSAPs divide their circuits equally among the two ALIs. Each ALI processes the PSAP Query and responds with the associated ALI. The ANI-ALI Controller at the PSAP presents each ALI (and also filters out duplicate ALIs) for processing the E9-1-1 call. Since each PSAP has a circuit to each ALI, the architecture also allows ALI Retrievals to be completed in the event of a major facilities failure between a PSAP and one of the ALIs. The ALIs match the E9-1-1 caller's ALI with the E9-1-1 caller's ANI/pANI (pseudo ANI). The PSAP queries the ALI systems with the ANI/pANI via the data path. Each ALI processes the PSAP Query (looks up the ANI/pANI to retrieve the ALI either stored on the ALI platform, or steers to another database platform to retrieve the ALI and processes it back to the requesting PSAP) and responds with the associated ALI. The ANI-ALI Controller at the PSAP presents each ALI (and also filters out duplicate ALIs) for processing the E9-1-1 call.

- (1) The rate does not include the connections required per PSAP.
- (2) The rate does not include the circuit costs to connect, for steering, to another ALI database platform.
- (3) The rates are based on a minimum billing of 1,000 records using a combination of Company access lines, non-Company records counts for wireline.
- (4) The rates are available for ALI (ALI) Storage/Processing Dual Mode for Wireline or ALI (ALI) Storage/Processing Dual Mode for Wireline Processing only.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.8 APPLICATION OF RATES (Continued)

(C) Dual Mode Selective Routing

Dual Mode Selective Routing is the Company recommended service offering for E9-1-1 Selective Routing Service. The Customer will be advised of the features/functionality, and higher reliability of Dual Mode Selective Routing that provides redundancy. The Customer, having been provided with this information, understands/acknowledges that when subscribing to Single Mode Selective Routing service, there is no redundancy as provided with Dual Mode Selective Routing. Dual Mode Selective Routing includes the following:

- (1) Provides for diverse selective routing of each E9-1-1 call to PSAP.
- (2) Receives ANI for Wireline and routes the E9-1-1 call based on the ESN in the centralized ALI Storage/Retrieval System.
- (3) Includes ports for Company End Offices to Selective Router trunks and Selective Router to PSAP trunks for P.01 grade of service between the dual routers. Service above a P.01 grade requires that the PSAPs purchase additional ports.
- (4) Provides for trunk default routing to an established PSAP in the event of ANI or ESRK or ESRD failure.
- (5) Supports Phase I CAS and NCAS as well as Phase II NCAS wireline compatibility methods.
- (6) Rate applies for all routing whether based on ESN, trunk, default, etc.
- (7) Rates based on a per 1,000 records basis (the combination of Company access line counts and non-Company record counts) for wireline.
- (9) Rates are available for Dual Mode Selective Routing for both Wireline or Dual Mode Selective Routing for Wireline Only.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.8 APPLICATION OF RATES (Continued)

(D) Single Mode Selective Routing Mode

Single Mode Selective Routing receives ANI for Wireline and routes the E9-1-1 call based on ESN in the ALI database. Single Mode SR includes the following:

- (1) Ports for Company End Offices to Selective Router trunks and Selective Router to PSAP trunks for P.01 grade of service between the dual routers. Service above a P.01 grade requires that the PSAPs purchase additional ports.
- (2) Trunk default routing to an established PSAP in the event of ANI or ESRK or ESRD failure. Is only applicable over a P.01 grade of service.
- (3) Support of Phase I CAS and NCAS as well as Phase II NCAS wireline compatibility methods.
- (4) Rates based on a per 1,000 records basis (the combination of Company access line counts and non-Company record counts) for wireline.
- (5) Rates are available for Single Mode Selective Routing for Wireline or Single Mode Selective Routing for Wireline only.

(E) Selective Router Port

This rate only applies if greater than P.01 grade of service (included in Selective Routing rate) is required for connection of the following:

- (1) Incoming E9-1-1 trunks from the host, remote Central Office or Selective Router.
- (2) Outgoing E9-1-1 trunks to PSAP.

This rate provides for a port at the Company Selective Router for voice grade termination (greater than P.01 grade of service) and includes facilities termination within a Company Selective Router End Office.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.8 APPLICATION OF RATES (Continued)

(F) Trunking

(1) Company End Office to Company E9-1-1 Selective Router "A" & "B" Trunk

- (a) Provides ANI on a voice grade circuit from a Company Central Office switch to a Company Selective Router.
- (b) Includes facilities termination and local loop mileage from Company host Central Offices to Company Selective Routers.
- (c) Requires dedicated trunks to meet the higher of P.01 grade of service, or minimum of two trunks, from each end office regardless of host or remote arrangement.
- (d) Company End Office to Selective Router "A" rate is always applied when the Customer does not subscribe to Dual Selective Routing. Dual Selective Routing service requires both End Office to Selective Router "A" & End Office to Selective Router "B" rates.

(2) Company Selective Router "A" & "B" to PSAP Trunk

- (a) Provides ANI on a voice grade circuit from a Company selective router to the designated PSAP.
- (b) Includes facilities termination and local loop mileage from Company host Central Offices to Company End Offices.
- (c) Requires dedicated E9-1-1 trunks to meet P.01 grade of service from the Company selective routers to the PSAP.
- (d) Company Selective Router "A" rate to PSAP is always applied when the Customer does not subscribe to Dual Selective Routing. Dual Selective Routing service requires both PSAP to Selective Router "A" & PSAP to Selective Router "B" rates.

(3) 9-1-1 Service Line

Connects a PSAP to its serving Company Central Office.

(4) 9-1-1 Transport

9-1-1 Transport provides the dedicated circuits between Company Central Offices to/from a non-Company Selective Router, or from a non-Company Central Office to/from a Company Selective Router, for the provision of E9-1-1 Service. E9-1-1 Transport is on a per mile basis. Does not include the Local Loop.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.8	APPLICATION OF RATES (Continued)	
	(G) <u>Network Control Modem (NCM)</u>	
		Network Control Modems (NCMs) are not available in all areas. If a Customer orders NCMs in an area where they are currently not available, the Company will provide an estimated installation date to the Customer. NCM includes the following:
	(1)	Provides the ability to send all E9-1-1 calls for one PSAP to another pre-determined PSAP in cases where the first PSAP is unable to accept E9-1-1 calls.
	(2)	Uses dial-up on any voice grade line, and does not require caller (with authority to redirect calls) to be at a specified location (to make the call).
	(3)	Provides multiple levels of security, so only authorized user can make changes.
	(H) Application of Termination Liability	
		In the event the service is terminated by the Customer prior to completion of the current term commitment period, the Customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example: $25\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge}$
		Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the Customer may terminate the service without incurring an early termination charge.
		End of Term Options
		Prior to the end of the term commitment period, the Customer may select one of the following options, to be effective at the end of the term:
		<ul style="list-style-type: none"> - Renew their term commitment, - Commit to a new term period, - Arrange for a change of service, or - Arrange for termination of the service.
		In the event the Customer does not select one of the above options, the Customer will be converted to the shortest term period available under tariff (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the Customer terminates the service within sixty (60) days of the conversion date.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.8 APPLICATION OF RATES (Continued)

(H) Application of Termination Liability (Continued)

Early termination charges will not be assessed under the following circumstances:

- (1) Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term;
- (2) Customer attempts to move the existing service to a new location within the Company's service area, but the service is unavailable;
- (3) Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment or the Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
 - (4) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment,
 - (5) The Company provides the new service via tariff or on an individual case basis (ICB), and the order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.9 RATES

(A) Rates and Charges

The following service rates are based on a three-year term commitment. Rates are in addition to the applicable service order charges. Charges for subscriber requests that necessitate additions, moves or changes of facilities and/or equipment on Company premises will be based upon the Time and Material Charges. If special construction of additional facilities is required, it would be handled in the manner described in this Tariff, i.e., individual case basis agreement consistent with applicable regulatory requirements.

The following services are offered on a three-year term commitment basis.

(1) Automatic Location Identification (ALI)

	<u>Three Year Term Monthly Charge</u>
Automatic Location Identification (ALI) Database Administration per 1,000 records ^{1,2}	\$ 70.08
ALI Storage/Processing Dual Mode for Wireline Only per 1,000 wireline records ^{1,2,3}	105.72
ALI Storage/Process connections to PSAP ³	

¹ Wireline billing is based on the per 1,000 rate using the maximum number of records in service within the geographical boundaries of the Customer's public safety jurisdiction for the most current twelve-month period prior to service establishment. These counts will be adjusted annually for purposes of updating Customer billing. A minimum of 1,000 will be billed and standard rounding (below 500 downward, 500 and above upward) will be used.

² This Service is provided with a three (3) year initial term commitment commencing on the in-service date and will be subject to Termination Liability provisions as set forth in Section 9.3(H) of this Tariff.

³ ALI Storage/Processing requires two 56K Frame Relay Circuits, per PSAP (Refer to P.U.C. OR. No. 12, Section 17.3). In addition, compatible Customer Premises Equipment is required.

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.9 RATES (Continued)		
(A) <u>Rates and Charges</u> (Continued)		
(2) Selective Routing (SR)		
		<u>Three Year Term Monthly Charge</u>
	Dual Mode Selective Routing for Wireline Only per 1,000 wireline records ^{1,2}	17.25
	Single Mode Selective Routing for Wireline Only per 1,000 wireline records ^{1,2}	13.90
	Selective Router Port, per DSO ²	12.61
<p>¹ Wireline billing is based on the per 1,000 rate using the maximum number of records in service within the geographical boundaries of the Customer's public safety jurisdiction for the most current twelve-month period prior to service establishment. These counts will be adjusted annually for purposes of updating Customer billing. A minimum of 1000 will be billed and standard rounding (below 500 downward, 500 and above upward) will be used</p> <p>² This Service is provided with a three (3) year initial term commitment commencing on the in-service date and will be subject to Termination Liability provisions as set forth in Section 9.3(H) of this Tariff.</p>		

IX. ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE

9.9 RATES (Continued)			
(A) <u>Rates and Charges</u> (Continued)			
(3) Trunking			
	<u>Monthly Rate</u>		
	<u>Three Year Term</u>	<u>Month to Month</u>	<u>Nonrecurring</u>
	<u>Charges</u>	<u>Charges</u>	<u>Charges</u>
Company Central Office to Company E9-1-1 Selective Router "A", per trunk ²	\$95.40		
Company Central Office to Company E9-1-1 Selective Router "B", per trunk ²	107.57		
Company Selective Router "A" to PSAP Trunk ²	88.51		
Company Selective Router "B" to PSAP Trunk ²	157.76		
Network Control Modem (NCM), per NCM, Selective Router ²	173.96		
9-1-1 Service Line		\$38.04	\$40.00 ¹
9-1-1 Transport (CAMA or SS7), per airline mile, per trunk		4.50	
¹ Time and Material Service Charges from Section IV of this tariff may apply.			
² This Service is provided with a three (3) year initial term commitment commencing on the in-service date and will be subject to Termination Liability provisions as set forth in Section 9.3(H) of this Tariff.			

X. BUNDLED SERVICES

RESERVED FOR FUTURE USE	
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