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INTRASTATE TELECOMMUNICATIONS SERVICE

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO

INTRASTATE TELECOMMUNICATIONS SERVICE

FURNISHED BY

UNION TELEPHONE COMPANY

BETWEEN AND AMONG DOMESTIC POINTS WITHIN WYOMING

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INTRASTATE TELECOMMUNICATIONS SERVICE

CHECK SHEET

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UNION TELEPHONE COMPANY

850 Hwy 414

Mountain View, WY 82939

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INTRASTATE TELECOMMUNICATIONS SERVICE

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Rate Summary Sheet

| Monthly Rate |
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|--------------|

Residence (R-1) Business (B-1)

Access Lines

Basic Service \$41.68

Hunt Trunks 1 ½ times B-1 Rate

Mileage Charge ** \$0.66 per qtr mile

Long Distance Message Restriction Service order charge \$3.00

Other Message Restriction Service order charge ICB

Message Restriction - 900, 960 and 976 Service order charge \$3.00

911 Service Charge assessed as required by a

applicable governing authority

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EXPLANATION OF SYMBOLS

| (\mathbf{C}) | to signify changes in regulation |
|----------------|--|
| (D) | to signify discontinued rate or regulation |
| (I) | to signify increase to a rate or a charge |
| (M) | to signify matter relocated without change |
| (N) | to signify new rate or regulation |
| (R) | to signify reduction to a rate or a charge |
| (S) | to signify reissued matter without change |
| (T) | to signify a change in text but no change in |
| | rate or regulation |
| (Z) | to signify a correction |

EXPLANATION OF ABBREVIATIONS

| ANI | Automatic Number Identification |
|-------------|--|
| Cont'd | Continued |
| CMRS | Commercial Mobile Radio System (Cellular) |
| CO | Central Office |
| CPE | Customer Provided Equipment |
| DA | Directory Assistance |
| DID | Direct Inward Dialing |
| FCC | Federal Communications Commission |
| LATA | Local Access and Transport Area |
| LDMTS | Long Distance Message Telecommunications Service |
| LEC | Local Exchange Carrier |
| MTS | Message Telecommunications Service(s) |
| NRC | Nonrecurring Charge |
| PBX | Private Branch Exchange |
| POT | Point of Termination |
| USAC | Universal Service Administrative Company |
| WATS | Wide Area Telephone Service |
| WPSC | Wyoming Public Service Commission |
| | Cont'd CMRS CO CPE DA DID FCC LATA LDMTS LEC MTS NRC PBX POT USAC WATS |

Incorporation by Reference

The Company incorporates by reference the codes, standards, rules and regulations applicable in the industry including those identified in the WPSC Regulations.

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INTRASTATE TELECOMMUNICATIONS SERVICE

1. APPLICATION OF TARIFF

- 1.1 This tariff applies to intrastate services and facilities furnished by UNION TELEPHONE COMPANY hereinafter referred to as the "Company", with its principle address at P.O. Box 160, Mountain View, WY 82939, for the provision of Intrastate Message Telecommunications Service (MTS) for communications initiated from locations between and among domestic points in the state. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions by wire, cable, radio and/or a combination thereof.
- 1.2 From time to time, the Company shall offer special promotional offerings allowing special discounts or modifications of its regular service offerings to its Customers. Such offerings may be limited to certain dates, times, and locations.
- 1.3 Essential non-competitive services are subject to Commission regulation, in the event the Company files to increase a rate(s) with the Commission for non-competitive services, the Company will provide its Customers with notice of such filing prior to its effective date. Competitive services, as defined herein, are not regulated services; any reference to competitive services herein is for convenience only.
- 1.4 When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities which it supplies.
- 1.5 Service/trademarks of the Company are indicated by "TM", registered service/trademark are indicated by "®", and copyrights are indicated by "©". In addition, the Company logo is a registered servicemark of the Company.

INTRASTATE TELECOMMUNICATIONS SERVICE

2. **DEFINITIONS**

The following definitions apply for certain terms used generally throughout this tariff:

<u>Access Code</u>: A sequence of numbers that, when dialed, connect the caller to the provider of operator services associated with that sequence.

<u>Access Charge</u>: A fee charged subscribers or other carriers by local exchange carriers for the use of the local network.

<u>Advanced Features</u>: Features that are available to subscribers who are served from a central office equipped to provide such features.

Application for Service: A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the company to provide the communication service as required. Where a construction agreement is not required, an application for telecommunications service shall be considered made when the customer either verbally or in writing requests service utilizing the Company's service request procedures. Where a construction agreement is required, an application shall be considered as made when the customer accepts the Company's cost estimate as evidenced by the Company's receipt of the applicable agreement signed by the customer.

<u>Authorized User</u>: A person, firm, corporation, or other legal entity which is authorized by the Customer to be connected to the service of the Customer. An Authorized user(s) must be named in the application for service.

<u>Automatic Numbering Identification (ANI)</u>: A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

<u>Base Rate Area:</u> A specific area within which local telephone exchange service is furnished without the application of mileage charges.

<u>Base Rate Point</u>: A specific point within the local telephone exchange service area from which mileage is calculated for those customers served from that point.

<u>Billing Period:</u> The interval between Customer invoice to Customer invoice which shall consist of approximately 30 days.

<u>Central Office (CO)</u>: Denotes a local switching unit or inside plant, including the switch or remote switching terminal, providing local telephone service to customers within an exchange or wire center serving area. More than one Central Office may be located in the same wire center.

<u>Channel</u>: The path for electrical transmission between two or more points. . Channel may refer to a one-way path or, when paths in the two directions are always associated, a two-way path.

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INTRASTATE TELECOMMUNICATIONS SERVICE

2. **<u>DEFINITIONS</u>** (Cont'd)

<u>Circuit:</u> A channel used for the transmission of electrical energy in the furnishing of telecommunications service.

Commission: Wyoming Public Service Commission ("WPSC").

Company: UNION TELEPHONE COMPANY

Competitive Telecommunication Services: Those services found by the Wyoming Legislature or the Commission to be competitive in accord with W. S. § 37-15-202.

<u>Connecting Carrier</u>: A telecommunications company, which may be either an interexchange or a local exchange carrier that supplies the Company with facilities to originate or terminate the Company's services.

<u>Continuous Property</u>: Denotes the land, including any building or buildings thereon, occupied or used in the conduct of one establishment or business, throughout which there is a general access without the necessity of crossing land used publicly or privately by others.

<u>Contract:</u> The service agreement between a subscriber and the Company under which services and facilities are furnished in accordance with the provisions of the applicable Tariffs.

<u>Customer</u>: The Customer is a person, corporation, partnership, governmental entity or other legal entity which: orders, cancels or amends service; is responsible for the payment of charges; and is responsible for compliance with all the Company tariff regulations including any fraudulent use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public. This includes payment for calls or services that originate at the Customer's number(s), are accepted at the Customer's number(s) (e.g. collect calls), are billed to the Customer number(s) via third number billing, the use of a calling or travel card, or the use of an assigned special billing number or authorization code to the Customer. This definition does not apply to those telecommunication services provided pursuant to an interconnection and/or wholesale agreement.

<u>Customer Dialed Calling Card Call</u>: A Calling Card Call which does not require intervention by an attended operator position to complete.

<u>Customer-Provided Facilities</u>: All facilities, including those obtained from other communications common carriers, provided by the Customer and/or authorized user, other than those provided by the Company.

<u>Demarcation Point</u>: See "Point of Termination (POT)".

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INTRASTATE TELECOMMUNICATIONS SERVICE

2. **<u>DEFINITIONS</u>** (Cont'd)

<u>Directory Assistance (DA):</u> The furnishing of a telephone number to a customer who made the request for a specific name.

<u>Disconnection</u>: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

<u>End User (EU)</u>: Denotes any customer of telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end-user" to the extent that such carrier uses a telecommunications service for administrative purposes without making such service available to others, directly or indirectly.

<u>Equal Access Office</u>: Switch operated by a LEC equipped with the hardware and software required to allow the customers to presubscribe to the interexchange carrier of their choice.

Essential Telecommunications Services: Those services that are necessary for the origination or termination of two-way switched telecommunications for local residential and business customers as defined by W. S. 37-15-103(a)(iv).

<u>Exchange</u>: Denotes a unit established for the administration of communication service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more wire centers together with the associated facilities used in furnishing communication service within the area.

Exchange Area: Denotes the territory served by an exchange.

<u>Exchange Carrier:</u> Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in intraLATA intrastate communication by wire, radio, fiber optics or any suitable technology or a combination thereof, between two or more exchanges.

<u>Extended Area Service</u>: An area throughout which an exchange service subscriber makes what are billed as local calls but which are beyond the local exchange area.

<u>Extra Exchange Line Mileage</u>: The measurement on which charges are based for the route miles of the circuit extending beyond the Base Rate Area but within the Exchange Area, which is used to furnish service.

<u>FCC</u>: The Federal Communications Commission is the federal agency that regulates interstate and international communications by radio, television, wire, satellite and cable in all fifty (50) states, the District of Columbia and U.S. Territories.

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2. **<u>DEFINITIONS</u>** (Cont'd)

<u>Foreign Exchange Service (FEX):</u> Exchange Service furnished to 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.

<u>Individual Case Basis (ICB):</u> Denotes a condition in which the terms and conditions, if applicable and rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

<u>Installation Charge:</u> A non-recurring charge made for the placing or furnishing of telephone equipment, which may apply in place of or in addition to Service Connection Charges and other applicable charges for service or equipment.

<u>Interface:</u> That point on the premises of the Customer at which provision is made for connection of other than Telephone Company provided facilities to facilities provided by the Telephone Company.

<u>Intrastate Message Telecommunications Service</u>: The furnishing of direct dial and operator assisted domestic intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel between and among points within the United States. The message originates and terminates within the State.

<u>Local Access Line or Local Distribution Channel</u>: The facility consisting of the necessary equipment and local telephone company lines which are required to interconnect the Customer's or authorized user's premises to a local network switching facility within the same local exchange area or extended service area. It includes the necessary signaling service used by customers to access essential telecommunications services

<u>Local Channel:</u> That portion of a channel which connects a station to the interexchange channel; it also applies to a channel connecting two or more stations within an exchange area.

<u>Local Exchange Area</u>: The term "Local Exchange Area" denotes a local calling area or geographical area established by the Company for the administration of communications services in a specified area which usually embraces a city, town, or village and its environs as approved by the Commission. Specific designations of the Company's local exchange areas are listed herein and available upon request.

<u>Local Exchange Carrier (LEC)</u>: A company which provides telecommunications service within a local exchange.

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INTRASTATE TELECOMMUNICATIONS SERVICE

2. **<u>DEFINITIONS</u>** (Cont'd)

<u>Local Exchange Service</u>: Telecommunication service furnished between subscriber's stations located within the same local exchange area.

<u>Local Service Area</u>: That geographical area usually consisting of one or more local exchange areas throughout which a subscriber obtains telephone service without the payment of a toll charge.

<u>Main Station:</u> Primary Station. A suitable telephone instrument or station which is connected to a network access line through a Central Office and has a unique telephone number.

<u>Mileage Charge:</u> An additional recurring charge for subscribers located outside the base rate area.

Mileage Rate Band: Mileage interval used to establish rates for the Company services.

<u>Network Interface Device (NID):</u> A device wired between the telecommunications protector and the inside wiring to isolate the customer's equipment from the network.

<u>Nonrecurring Charge</u>: Denotes those charges which are one time charges to the customer, i.e., not monthly charges.

<u>Normal Business Hours</u>: Normal business hours are represented by the period between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

<u>Point of Termination (POT):</u> Denotes the point of interconnection between Company communications facilities and terminal equipment, protective apparatus or wiring at or near a customer's premises. The POT shall be located on the customer's side of the Company's protector, or the equivalent thereof in cases where a protector is not employed, as provided under the Company's reasonable and nondiscriminatory standard operating practices. Sometimes known as "Network Interface", "Demarcation Point" or "Point of Delivery".

<u>Premises</u>: A building or buildings on continuous property (except railroad rights-of-way, etc.) not separated by a public highway.

<u>Private Branch Exchange (PBX)</u>: An arrangement of equipment used by a subscriber and connected directly to a central office by means of trunk access lines, from which connection is made to stations at various locations or customer premises, thereby providing telecommunications between these stations and also communication with the general exchange system.

<u>Private Line:</u> A circuit provided to furnish communication only between the two or more locations directly connected to it, and not having connection with either central office or P.B.X. switching apparatus.

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INTRASTATE TELECOMMUNICATIONS SERVICE

2. **DEFINITIONS** (Cont'd)

<u>Public Telephone:</u> An exchange station, either attended or equipped with a coin-collecting device which is installed for the convenience of the public at a location chosen or accepted by the Company.

<u>Responsible Organization (Resp. Org.):</u> The carrier entity that has responsibility for the management of 800 numbers in the Service Management System (SMS) including maintaining Customer records in the SMS system.

Service: Service means any or all service(s) provided pursuant to this tariff.

<u>Special Access Line (SAL)</u>: A dedicated Analog Line (DAL) or Digital T-1 Access Line(s) directly connecting Customer's telephone equipment to the Long Distance Provider without using the Local Exchange Carrier's switching equipment.

<u>Special Promotional Offering</u>: Special discounts or modifications of the Company's regular service offerings which may, from time to time, be offered to its Customers for a particular service. Such offerings may be limited to certain dates, times, and locations.

<u>Special Services</u>: Service provided and performed by the Company involving special engineering, design, programming, development or production activities to provide services requested by a Customer to meet special needs not otherwise provided under this tariff.

<u>Station</u>: Any location from which a message can be originated or received.

<u>Subscriber</u>: A person or entity subscribing for telecommunications service. A separate subscriber is involved at each location or premise for services furnished.

Subscriber Line Charge (SLC): The monthly fee paid by telephone subscribers to compensate the local telephone company for part of the cost of installation and maintenance of the telephone wire, poles and other facilities that connect the service with the network.

<u>Switch</u>: A local telephone company switching system where telephone exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks through electronic services which are used to provide circuit routing and control.

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INTRASTATE TELECOMMUNICATIONS SERVICE

2. **<u>DEFINITIONS</u>** (Cont'd)

<u>Tariff</u>: The document filed by the Company with the Commission which lists the telecommunication services offered and the associated rates and changes. The term includes "price" or price schedule listing the rates and charges published in accord with statute and filed with the Commission or maintained on the Company's website.

<u>Telecommunications</u>: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence over dedicated or switched facilities.

<u>Telephone Station:</u> A suitable telephone instrument, consisting of a transmitter, receiver and associated apparatus, so connected as to permit transmitting of and receiving telephone messages.

<u>Terminal Equipment</u>: Devices, apparatus, and their associated wiring such as teleprinters, telephone handsets, or data sets used for origination or termination of telecommunications services.

<u>Tie Trunk</u>: A circuit connecting two P.B.X. systems for the purpose of intercommunicating between the stations connected with such P.B.X. switching apparatus. The circuit is not intended to provide for general exchange service through either of the P.B.X. systems with which it connects.

<u>Toll Message:</u> Represents an interexchange toll call for which appropriate charges shall be assessed.

<u>Trunk:</u> A telephone communication channel between (a) two ranks of switching equipment in the same central office, (b) between central office units in the same switching center, or (c) between two switching centers.

Universal Service: The general availability of essential telecommunications services at affordable and reasonable prices.

<u>V & H Coordinates Method:</u> Denotes a method of computing airline miles between two points by utilizing the vertical and horizontal coordinates of the two points.

<u>Voice Mail:</u> A service using electronic receiving and storing capabilities to receive calls directed to it and store information offered by the caller.

Wire Center: Denotes a building in which one or more central offices are located.

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INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS

3.1 UNDERTAKING OF THE COMPANY

3.1.1 General

- 3.1.1.1 The services furnished herein are for the transmission and reception of voice, data and other types of communications. The Company shall employ prudent management, engineering and maintenance practices to provide safe, adequate and continuous service consistent with Commission Regulations. Services provided pursuant to this tariff may be utilized only for the transmission of communications by Customers consistent with the terms of this tariff, and the rules and regulations of the Commission.
- 3.1.1.2 Subject to unavoidable network interruptions, the Company shall endeavor to provide services and facilities 24 hours a day, 7 days a week.

3.1.2 Availability of Facilities

- 3.1.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment of the Company and/or the local exchange carrier serving the customer. The Company reserves the right to provide services to and from locations where the necessary facilities and/or equipment are available.
- 3.1.2.2 The Company reserves the right to suspend service or delay service installation until sufficient network facilities are available to meet the anticipated traffic demand, or terminate a service request with a full refund of any charges billed to the Customer if satisfactory arrangements cannot be concluded within what the Company determines to be a reasonable amount of time.
- 3.1.2.3 The Company obligation to furnish service is dependent upon its ability to secure suitable facilities and rights-of-way and to provide such service without unreasonable expense.

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3. GENERAL RULES AND REGULATIONS (Cont'd)

3.2 USE OF SERVICE

- 3.2.1 Services furnished by the Company may not be used for any unlawful purpose.
- 3.2.2 No restrictions apply on sharing or resale of services. The Customer remains liable for all obligations under this tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same.
- 3.2.3 Use of the services herein in a manner that could interfere with the services provided to other Customers, harm the facilities of the Company or others is prohibited.
- 3.2.4 In the event that the Company determines, based upon its sole judgment, that there is fraudulent use of either the services furnished by the Company or the Company's network, the Company will without liability to the Customer discontinue service and/or seek legal recourse to recover from the Customer all costs involved in enforcement of this provision.
 - 3.2.4.1 Without incurring any liability, the Company may discontinue the furnishing of service(s) to a Customer immediately and without notice if the Company deems, in its sole judgment, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.
- 3.2.5 The Company may, but is not required to, advise the Customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the Customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent.
- 3.2.6 If a Customer utilizes a dedicated access line between the Customer's premises and the Company's service office for the origination or termination of calls, the Customer is responsible for payment of all charges for usage over that access line, including any usage which may be fraudulent or unauthorized.
- 3.2.7 The use, disconnection and restoration of service shall be in accordance with the Rules and Regulations of the WPSC, including Chapter 4 (including Section 11) or any supplement thereto.

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INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS (Cont'd)**

3.2 USE OF SERVICE (Cont'd)

- 3.2.8 With the use of the Company authorization codes, the Customer agrees to pay the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization codes.
- 3.2.9 Use of Improper Language or Impersonation of Another

The Company may refuse service to anyone who uses or permits abusive or obscene language over Company facilities or impersonates another individual with fraudulent or malicious intent.

3.2.10 Governmental Objections to Service

The Company may refuse service or discontinue service to anyone upon objection to such service by or on behalf of any governmental authority.

3.2.11 Indiscriminate Use of Facilities

The Company may refuse to furnish service or require upgrading of services provided to any subscriber who allows indiscriminate use of Company facilities, except in case of emergencies.

3.3 OBLIGATIONS OF THE COMPANY

3.3.1 Liability

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company, its agents or employees relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under this tariff, as provided by the Company shall not exceed an amount equal to the monthly recurring charge to the Customer for one (1) month, if any, or as otherwise set forth in the outage credit provisions of this tariff provided, however, that:

INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

- 3.3 <u>OBLIGATIONS OF THE COMPANY</u> (Cont'd)
 - 3.3.1 Liability (Cont'd)
 - 3.3.1.1 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control, including, but not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the Company or its services or equipment.
 - 3.3.1.2 The Company shall have no liability to any person or entity other than its Customer.
 - 3.3.1.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against the following:
 - a. Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise, defamation, liable, slander, invasion of privacy, infringement of copyright or patent, arising from, or in connection with, the material, data, information, or other content transmitted over the services or facilities furnished by the Company.
 - b. Any claim, loss, expense or damage (including, but not limited to reasonable attorney's fees and expenses) for any act or omission of the Customer or its agents and contractors, or due to the failure of Customer-provided equipment, facilities, systems or services.
 - c. Any claim, loss, expense or damage (including, but not limited to, reasonable attorney's fees and expenses) for personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company; and/or

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INTRASTATE TELECOMMUNICATIONS SERVICE

- 3. **GENERAL RULES AND REGULATIONS** (Cont'd)
 - 3.3 <u>OBLIGATIONS OF THE COMPANY</u> (Cont'd)
 - 3.3.1 Liability (Cont'd)
 - d. Any use by the Customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the Customer, the Company or its products or services
 - e. The Company does not transmit messages. If, because of transmission difficulties, the operator repeats messages between subscribers, the operator is deemed agent of the subscriber.
 - 3.3.1.4 All or a portion of the service provided pursuant to this tariff may be provided over facilities of third parties, and the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever arising out of errors or defects caused by such third parties.
 - 3.3.1.5 When any claim arises because the Company acted as a Responsible Organization or where the Company's services are not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's order, or is provided with a number(s) other than the one(s) committed by the Company to the Customer, or the number(s) is not included in the Directory Assistance or is included in an incorrect form, or Vertical Features are not obtained or are obtained in error, and any such failure(s) is the exclusive responsibility of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure(s), or (b) the sum of \$1,000.00.

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INTRASTATE TELECOMMUNICATIONS SERVICE

- 3. **GENERAL RULES AND REGULATIONS** (Cont'd)
 - 3.3 <u>OBLIGATIONS OF THE COMPANY</u> (Cont'd)
 - 3.3.1 Liability (Cont'd)
 - 3.3.1.6 The Company shall not be liable for the use, misuse or abuse of a Customer's service by third parties, including, without limitation, the Customer's employees or members of the public who dial the Customer's telephone number in error. Compensation for any injury the Customer may suffer due to the fault of others must be sought from such other parties.
 - 3.3.1.7 Notwithstanding Section 3.3.1, in the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.
 - 3.3.1.8 The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of any service(s) to any Customer if the Company determines in its sole discretion that the Customer is using the service(s) to make or permit any telephone facility under such Customer's control to be used for any purpose or activity, including, but not limited to, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended, and 800 calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.
 - 3.3.1.9 The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is limited to, the placement of calls from the Customer-provided equipment, which are transmitted or carried on the Company network or the network over which its traffic is carried. The Company's customer service agents may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

- 3.3 <u>OBLIGATIONS OF THE COMPANY</u> (Cont'd)
 - 3.3.1 Liability (Cont'd)
 - 3.3.1.10 Directory Errors and Omissions

The Company accepts responsibility only for directories that it publishes. Any claims for damages on account of interruptions to service due to errors or omissions in these directory listings will be limited to a pro rata abatement of the charge for subscriber service thus affected. The maximum abatement not to exceed one-half of the service charges for the period from the date of issuance of the directory in which the mistake occurred to the date of issuance of a new directory containing the proper listing or six (6) months, whichever is less. The Company will not be held liable for any other damages or damages associated with other directories.

The Company's liability for errors or omissions of extra listings in the alphabetical section of the directory shall be limited to an amount not to exceed the rate charged for such listing during the period in which this mistake occurs.

3.4 OBLIGATIONS OF THE CUSTOMER

- 3.4.1 The Customer shall be responsible for damages to the Company's facilities or that of its network providers caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service of the customer through the negligence of the customer.
- 3.4.2 The Customer shall provide access to the Customer's or authorized user's premises to the Company personnel for inspection, repair and/or removal of any facilities or equipment of the Company on an unrestricted bases, 24 hours a day, 7 days a week.

INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

- 3.4 OBLIGATIONS OF THE CUSTOMER (Cont'd)
 - 3.4.3 The Customer will guarantee the performance by his authorized user(s) of all provisions of this tariff and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its authorized user(s) relative to the compliance with the provision of this tariff.
 - 3.4.4 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under this tariff, provided however, that where there is no interruption of use or relocation of the services, such assignment or transfer may be made to the following:
 - a. Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any; or
 - b. A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including, but not limited to, all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

If the Customer wishes to assign or transfer the right to use services provided under this tariff, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

- 3.4 <u>OBLIGATIONS OF THE CUSTOMER</u> (Cont'd)
 - 3.4.5 The Customer must obtain an adequate number of access lines for service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period.

The Company, without incurring any liability, may disconnect or refuse to furnish Service to any Customer that fails to obtain an adequate number of lines. In the case of disconnections, the Customer will be notified in writing in advance of the termination of service.

3.4.6 Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provided pursuant to this agreement, including payment to the Company associated with reasonable attorney's fees.

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INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

- 3.5 PAYMENT REGULATIONS
 - 3.5.1 Date Payment Due and Penalty
 - 3.5.1.1 The subscriber shall pay for service and facilities monthly in advance, except all various units of government, and shall pay for Toll Messages (including charges for messenger service) and Moves and Changes when billed. Failure to receive a bill does not relieve the subscriber of the responsibility for payment in accordance with the provisions set forth herein.

All **bills** for service are **due and payable** at the office of the Company on or before the **tenth day following the post marked date** of the statement of the month in which the bill is rendered. If the bill is not paid when due, the Company may make a late payment charge at the rate set by the Company and the Company may apply any deposit towards the outstanding balance.

- 3.5.1.2 Service shall be provided and billed on a monthly basis. Service shall continue to be provided until 30 days after the Company's receipt of a written request from the Customer for the disconnection of service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
- 3.5.2 The Customer is responsible for payment of all charges for service(s) furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. 800 Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.

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INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.5 PAYMENT REGULATIONS (Cont'd)

- 3.5.3 A Customer is responsible for payment for all calls placed to or via the Customer's telephone number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's 800 Service, whose use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the Customer's 800 number by mistake.
- 3.5.4 If notice of a dispute with respect to a charge is not received, in writing, within 5 days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within 5 days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee, which shall be imposed at the rate of 1.20% of the unpaid balance per month or the maximum allowable rate under applicable state law.

3.5.5 Deposits

The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.

3.5.5.1 Applicants or Customers whose credit worthiness is not acceptable to the Company, or is not a matter of general knowledge, may be denied service or may be required to make, at any time, a deposit in an amount equaling up to two months, actual or estimated, charges for the services provided. The Company may increase the amount of any deposit previously required if, in the Company's sole discretion, it is reasonably necessary under the circumstances.

INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.5 <u>PAYMENT REGULATIONS</u> (Cont'd)

- 3.5.5.2 In the case of a deposit, interest will be paid for the period during which the deposit is held by the Company. After an initial period, for the purpose of establishing credit, the deposit held over six (6) months, will accrue simple interest at the rate provided by the Company in accord the Commission Regulation at Chap. 4, Sec. 9. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, services may be canceled by the Company upon written notice.
- 3.5.5.3 At the Company's option, such deposit may be refunded or credited to the Customer at, or any time prior to, termination of service. The Customer may elect to apply the deposit to future invoices or receive a payment of the deposit amount. However, if any balance is outstanding on the Customer's account at the time of cancellation, the Company reserves the right to apply the Customer's deposit and accumulated interest against the Customer's unpaid balance.
- 3.5.6 In the event the Company incurs fees or expenses, including attorney's fees, court costs, costs of investigation and related expenses in collecting, or attempting to collect, any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

3.5.7 Returned Check Policy

In the event that a check or draft tendered by a Customer is returned, a fee based on the policy of the local exchange telephone company which serves the customer will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee. The Company may require all subsequent payments be made by cash, money order or certified check, and further reserves the right to pursue all remedies provided by law.

INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

- 3.5 <u>PAYMENT REGULATIONS</u> (Cont'd)
 - 3.5.8 All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this tariff. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.
 - 3.5.9 In cases involving **fraud**, the Company may back bill for two (2) years from the point when such fraud was detected and/or quantified.
 - 3.5.10 Adjustment of Charges

In case of overbilling, a refund will be made by the Company for the full amount of excess charges when the amount can be determined; when the amount cannot be determined from available records, the maximum refund will not exceed the estimated overbilling over a twenty-four (24) month period.

In case of underbilling, the company reserves the right to back bill for the deficiency charges up to a period of twenty-four (24) months.

3.6 <u>CREDIT ALLOWANCES</u>

- 3.6.1 Interruption of Service
 - 3.6.1.1 The Company will make reasonable efforts to avoid interruptions of service. If a service interruption occurs, it shall re-establish service in a timely and safe manner. The Company shall notify the Commission of all planned major telecommunications service interruptions, defined as impacting a whole community, at least 48 hours in advance-except in an emergency. Company shall make reasonable efforts to provide two business days' notice to affected customers. Service interruptions affecting public safety or prolonged and serious loss of service to a significant number of customers shall be reported to the Commission as required by its Regulations.

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- 3.6.1.2 Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or services for which the Company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company unless otherwise provided by the terms of this tariff. No credit will be allowed for relinquishing facilities in order to perform routine maintenance.
- 3.6.1.3 No credit will be allowed for failures of service or equipment due to Customer provided facilities or any act or omission of the Customer, its authorized user(s), officers, directors, employees, agents, contractors, licensees or invitees or any person or entity who gains access to the service of the customer through the negligence of the customer.
- 3.6.1.4 Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored and an attempt has been made to notify the Customer.
- 3.6.1.5 The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.
- 3.6.1.6 Only those portions of the service or equipment operation materially interfered with will be credited.

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- 3. **GENERAL RULES AND REGULATIONS** (Cont'd)
 - 3.6 <u>CREDIT ALLOWANCES (Cont'd)</u>
 - 3.6.2 Outage Credit
 - 3.6.2.1 **No credit** shall be given for an interruption of less than 48 hours.
 - 3.6.2.2 The Customer shall be credited for an interruption of 48 hours or more at the rate of 1/30th of the monthly charge for the facilities affected for each period of 24 hours or major fraction thereof that the interruption continues. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week.) Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.
 - 3.6.2.3 Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/30th of the monthly minimum charges associated with the portion of service disabled for each period of 24 hours or major fraction thereof that the interruption continues. Such a credit shall only be applied to services priced by the Company on a monthly flat rated basis.

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INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.7 EQUIPMENT

3.7.1 Customer Obligations

- 3.7.1.1 The Customer shall assume all responsibility for obtaining all necessary permits, authorization or consents for interconnecting Customer-provided equipment or facilities with the Company's services or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's services or equipment.
- 3.7.1.2 Access to and release of Company provided facilities located on the Customer's premises for testing and repair will be required for failures of equipment or service and/or routine maintenance. The Company will notify the Customer in advance of such necessary access or release and will attempt to schedule the access or release at a mutually convenient time. For charges contemplated in the tariff, such testing and repair and/or routine maintenance will be performed during regular business hours. When, at the specific request of the Customer, such routine maintenance, testing and/or repair is performed outside of regular business hours, additional special service charges may apply.
- 3.7.1.3 The Customer shall operate its equipment and facilities in such a manner that its use of the Company's facilities shall not interfere with any other Customer's use of the Company's services or equipment.

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INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

- 3.7 EQUIPMENT (Cont'd)
 - 3.7.1 Customer Obligations (Cont'd)
 - 3.7.1.7 The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of service or for safety reasons.
 - 3.7.1.8 The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:
 - (a) the through transmission of signals generated by Customerprovided equipment or for the quality of, or defects in, such transmission;
 - (b) the reception of signals by Customer-provided equipment; or
 - (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
 - 3.7.1.4 The Customer shall provide adequate space, electrical power, wiring, HVAC and electrical outlets necessary for the proper operation of the Company's equipment on the Customer's and/or authorized user's premises.
 - 3.7.1.5 The Customer shall be responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to the Company's equipment on the Customer's or its authorized user's premises.

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INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

- 3.7 EQUIPMENT (Cont'd)
 - 3.7.1 Customer Obligations (Cont'd)
 - 3.7.1.6 The Customer is responsible for ensuring that, except for Customer authorized and qualified personnel, no one attempts to adjust, modify, move or otherwise interfere in any way with the continuous operation of the Company's equipment located at the Customer's or authorized user premises.

3.7.2 Terminal Equipment

- 3.7.2.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in this tariff. The Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.
- 3.7.2.2 When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other Customers. Additional protective equipment, if needed, shall be employed at the Customer's expense.
- 3.7.2.3 When service(s) using voice grade facilities is terminated in Customer-provided terminal equipment, channel derivation devices, or communications systems, the Customer shall comply with the following minimum protective criteria:

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

- 3.7 <u>EQUIPMENT</u> (Cont'd)
 - 3.7.2 Terminal Equipment (Cont'd)

3.7.2.3 (Cont'd)

- a. When the facilities furnished under this tariff are used in common with local telephone company services, it is necessary in order to prevent excessive noise and cross talk, that the power of the signal applied to the local lines be limited. A single valued limit for all application cannot be specified. Therefore, the power of the signal in the band over 300 hertz which may be applied by the Customer-provided equipment at the point of termination will be specified by the Company for each application, to be consistent with the signal power allowed on the telecommunications network as specified in FCC Part 68 Rules and Regulations.
- b. To protect the telecommunications services from interference at frequencies which are above the band of service provided, the carrier will specify the acceptable signal power in the following bands to be applied by the Customer-provided equipment or communications system at the point of termination to insure that the input to facilities of the Company or other communications company that the Company connects with does not exceed the limits indicated.
 - 1. The power in the band from 3,995 hertz to 4,000 hertz shall be at least 19 dB below the power of the signal as specified in Subsection a. preceding.
 - 2. The power in the band from 4,000 hertz to 10,000 hertz shall not exceed 24 dB below one milliwatt.
 - 3. The power in the band from 10,000 hertz to 25,000 hertz shall not exceed 24dB below one milliwatt.
 - 4. The power in the band from 25,000 hertz to 40,000 hertz shall not exceed 36 dB below one milliwatt.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

- 3.7 EQUIPMENT (Cont'd)
 - 3.7.2 Terminal Equipment (Cont'd)
 - 3.7.2.3 (Cont'd)
 - d. (Cont'd)
 - 5. The power in the band above 40,000 hertz shall not exceed 50 dB below one milliwatt.
 - c. Where there is connection via Customer-provided terminal equipment or communications systems to a Message Telecommunications Service to prevent the interruption or disconnection of calls or interference with network control signaling, it is necessary that the equipment to the interface at no time has energy solely in the 2450 to 2740 hertz band. If signal power is in the 2450 to 2750 hertz band, it must not exceed the power present at the same time in the 800 to 2450 hertz band.
 - d. Where such Customer-provided equipment or communications system applies, signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in 1 through 4 following:
 - 1. The maximum rms (root-mean-square) value, including dc and ac components of the current per conductor shall not exceed 0.35 ampere.
 - 2. The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.

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- 3. **GENERAL RULES AND REGULATIONS** (Cont'd)
 - 3.7 <u>EQUIPMENT</u> (Cont'd)
 - 3.7.2 Terminal Equipment (Cont'd)
 - 3. The conductor voltage shall be such that the conductor-to-ground voltage limit in b. preceding is not exceeded. If the signal source is not grounded, the voltage limit in b. preceding applies to the conductor-to-conductor voltage.
 - 4. The total weighted rms voltage within the band from 50 hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighting factors are indicated.

For Frequencies Between Weighting Factor

50 Hertz and 100 Hertz $f^2/10^4$

100 Hertz and 300 Hertz

 $f^{3.3}/10^{6.6}$

Where f is the numerical value of the frequency, in hertz, of the frequency component being weighted.

3.7.2.4 If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require repair, maintenance or the use of protective equipment at the Customer's expense. If such repair, maintenance or use of protective equipment fails to produce satisfactory results, the Company may, upon written notice, terminate the Customer's service immediately.

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INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

- 3.7 EQUIPMENT (Cont'd)
 - 3.7.2 Terminal Equipment (Cont'd)
 - 3.7.2.5 The Customer shall also comply with the minimum protective criteria generally accepted in the telephone industry including Part 68 of the FCC Rules and Regulations, and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the Customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other Customers.

3.8 CANCELLATION OF SERVICE

- 3.8.1 In the absence of an emergency and for any of the following reasons, the Company may discontinue service upon providing at least seven (7) days' notice or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision:
 - 3.8.1.1 In the event that a Customer's bill remains unpaid after more than twenty-five (25) days following rendition of the bill.
 - 3.8.1.2 When necessitated by conditions beyond the Company's control.
 - 3.8.1.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
 - 3.8.1.4 Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
 - 3.8.1.5 Union may discontinue service between 8 a.m. to 4 p.m., Monday through Thursday, without further notice when:
 - (i) The notification period has elapsed and the delinquent account has not been paid;
 - (ii) Acceptable payment arrangements have not been made with the Company; or
 - (iii) The Company is not satisfied the customer has ceased violating the Company's rules and regulations.

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INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)

3.8 CANCELLATION OF SERVICE (Cont'd)

- 3.8.2 The Company, by written notice of at least seven (7) days prior to discontinuing service to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for violating its rules or for non-payment of any sum due to the Company from the Customer, whether pursuant to service offered under this tariff or otherwise, or as a result of actions of a government agency which forces discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of this tariff by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by this tariff. Cancellation will be effective on the date specified on the notice.
- 3.8.3 The notice is effective when a copy is provided to the customer in person, by telephone after customer verification, or received by U.S. mail at the customer's last know mailing address. Additional notice may be provided electronically. The notice shall be in accord with Commission Regulation and contain; customer identification, the rule violated or delinquent amount, date of intended service termination, Company and WPSC contact information.
- 3.8.4 The notice shall inform the customer that-if prior to the termination date, the Company is informed by written verification from a health care provider that the customer's health or safety would be seriously endangered by the service termination, the Company shall extend the termination date by an additional 15 days (22 days total) consistent with Commission Regulation.
- 3.8.5 The discontinuance of service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 3.8.6 Except as otherwise provided in this tariff or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business address(es) appear on the executed service order.

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INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)

3.8 CANCELLATION OF SERVICE (Cont'd)

- 3.8.7 Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.
- 3.8.8 The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer cancels the order before service begins or prior to the expiration of the service term or if service is canceled for nonpayment or failure to make a requested deposit. The charge will be equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the term. The Customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.

3.9 DETERMINATION AND RENDERING OF CHARGES

- 3.9.1 For the purpose of billing, service will be deemed to be started on the day the service and its associated equipment, if any, is installed. Where billing is based upon Customer usage, Customers will be billed for all usage commencing on the date usage begins.
- 3.9.2 Subject to the Company's right to cancel or suspend services as otherwise provided in this tariff, the minimum service period is 30 days. Termination by Customer is effective 30 days after receipt by the Company of a written notice of cancellation. Termination by the Company is effective 30 days after delivery of written notice or as otherwise set forth in this tariff or other agreement between the Customer and the Company.
- 3.9.3 In situations where a Special Service is requested, the minimum service period and charges will be determined on a case-by-case basis.
- 3.9.4 All monthly recurring charges are billed one month in advance. Initial and final month's billing, when the service period is less than a month, will be prorated at 1/30th of the month's recurring charge for each day the service was rendered or equipment was provided.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.9 <u>DETERMINATION AND RENDERING OF CHARGES</u> (Cont'd)

- 3.9.5 Usage charges are billed monthly for the preceding billing period. For periods less than the monthly billing period, minimum usage charges are prorated at 1/30th of the monthly minimum amount for each day the service was rendered.
- 3.9.6 The duration of a call is rated in intervals of the billing increments described for each service provided in this tariff. If the final interval of a call is less than the applicable billing increment, it will be rounded up to a full increment for purposes of billing.
- 3.9.7 Computed usage charges or credits for each call are rounded to the nearest cent when possible.

3.10 RESALE OF SERVICES

No service can be resold unless the service has been specifically identified as Available for resale or authorized by the Commission.

3.1 1 ESTABLISHMENT AND FURNISHING OF SERVICE

3.11.1. Description

Local exchange service provides for calling within the boundaries of Union Telephone exchanges only. Interexchange Services are provided to end users through Company or interexchange carrier toll and other service rates as found through message toll service tariffs or price lists. Access to end-users for Interexchange Carriers offering interexchange services are provided under the Company's Interstate and Intrastate Access Services Tariffs. Local exchange service is subject to all terms and conditions as outlined in this tariff.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.11 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

3.11.2. Application for Service

Application for service must be made on the Company's standard form, which becomes a contract when accepted in writing by the Company or upon establishment of service. The subscriber may be required to pay in advance all charges for the first billing period, deposit and connection charge if applicable. The conditions of such contracts are subject to all provisions of this and other applicable tariffs. Requests for additional service may be made verbally, if provided in the original contract, and no advance payment will be required. A move within the exchange area is not considered a termination of the contract and orders for such may be made verbally.

3.11.3. **Telephone Numbers**

The customer has no property right in the telephone numbers assigned by the company and no right to continuance of service through any particular central office. The company may change the telephone number or central office designation of a customer whenever it considers it desirable in the conduct of its business. The company will provide number portability to the extent technically feasible and in accord with the FCC regulations.

When existing service is continued for a new customer, the telephone number assigned to the former customer may be retained by the new customer only: (a) if the former customer consents and properly notifies the company in writing; and (b) if arrangements acceptable to the company are made by the new customer to pay all outstanding charges against the service to the company.

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.11 ESTABLISHMENT AND FURNISHING OF SERVICE

3.11.4 Alterations

The subscriber agrees to notify the Company of any alterations which will necessitate changes in the Company's wiring; and the subscriber agrees to pay the Company's current charges for such changes.

3.11.5 Maintenance and Repairs

The Company shall bear the expense of all repair and maintenance of its facilities, except where damage or destruction of its facilities is due to the gross neglect of the subscriber. The subscriber may not rearrange, remove, or disconnect any Company facilities without consent of the Company.

3.11.6 Line Extensions

Lines will be extended to permanent customers in accordance with the guidelines established in the Construction Charge section.

Where required by the conditions, applicants may be required to provide to the Company suitable private right-of-way parallel to the public highway without charge to the Company.

INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.11 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

3.11.8 Unusual Installation Costs

When special conditions or special requirements of the subscriber involve unusual construction or installation costs, the subscriber may be required to pay a reasonably proportionate share of such cost.

Title to all facilities constructed and paid for wholly or in part by the subscriber is vested in the Company.

3.11.9 Rights of Way and/or Easement

The applicant shall, and hereby does, grant to the Company a right-of-way and easement over, across and under the property of Applicant to construct, operate and maintain the communication lines and the system of the Company to the place requested for services. The Applicant further authorizes the Company and grants a right to it to enter and remove any of the lines, poles, property and system of the Company at the place of service, upon termination of service.

3.11.10 Reconnection Charge

Where service has been terminated by the Company in accordance with Commission Rules and Regulations or Company policy, the regular non-recurring charges in accordance with the tariff shall apply for reconnection of service.

INTRASTATE TELECOMMUNICATIONS SERVICE

3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.12 MINIMUM CONTRACT PERIODS AND TERMINATION OF SERVICE

3.12.1. Minimum Contract Periods

Except as hereinafter provided, the minimum contract period for primary service is one month. For all other services and facilities the minimum period is one month at the same location.

The Company may require a minimum contract period longer at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction necessary to meet special demands, and involving extra cost.

3.12.2 Termination of Special Service - Subscriber's Request

Service may be terminated prior to the expiration of the minimum contract period upon notice given to the Company, and upon payment of any applicable termination charges, in addition to any applicable charges due for service which has been furnished.

In the case of service for which the initial contract period is six months, the termination charge is the monthly charge times the remaining number of months in the minimum contract period.

For special equipment, the charges will be based on the individual circumstances in each case as agreed upon at the time of installation.

Contracts for periods longer than what is specified for the services whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract may be transferred to a new applicant with acceptable credit who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber.

INTRASTATE TELECOMMUNICATIONS SERVICE

3. GENERAL RULES AND REGULATIONS (Cont'd)

3.12 MINIMUM CONTRACT PERIODS AND TERMINATION OF SERVICE (Cont'd)

Service may be terminated after the expiration of the initial contract period, upon the Company being notified, and upon payment of all charges due to the date of termination of the service.

3.12.3 Termination of Service by the Company

In the event of failure by the subscriber to pay any regular bill on or before the 15th day after the postmarked date of the statement or to promptly settle special toll bills, the Company may discontinue service seven days after written notice has been given in accordance with the Commission Rules and Regulations. No further notice may be given at any time during such default.

The regular restoral of service charge will be made for reconnecting services which have been discontinued for non-payment of charges due. No allowances will be made for loss of service, and service may be reestablished only on the basis of a new application.

In the event the service of a subscriber has been twice denied for non-payment within the previous 12 months, service may be terminated in lieu of a third denial. Service then may be reestablished at the option of the Company only on the basis of a new application under conditions satisfactory to the Company.

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3. **GENERAL RULES AND REGULATIONS** (Cont'd)

3.13 SPECIAL SERVICES AND FACILITIES

Special services and facilities not ordinarily used in the furnishing of telephone service and not otherwise provided for by the tariff schedules of the Company may be furnished or leased pursuant to special contract for such special service or facility for such period as may be agreed upon, provided such special service or facility or the use made thereof is not unlawful and does not interfere with the telephone service furnished by the Company. Special services are provided for each individual application as a custom-engineered system to satisfy and provide for the needs of that customer. Applicable charges will be determined by the revenue requirements of the utility for each individual system. In the event any such special service or facility or the use made thereof interferes with the furnishing of the telephone service by the Company, the Company may terminate such contract and cease to furnish such special service or facility after thirty days written notice to the subscriber; and provided further that the Commission may terminate such contract whenever, in its opinion, public interest requires such termination.

3.14 PROMOTIONAL OFFERINGS

From time to time the Company may offer services at reduced rates and /or charges or free of charge for promotional, market research or experimental purposes. Customers will be notified of the availability and duration of such offerings. The Commission will be notified of the availability and duration of such offerings at least **5 days prior to the effective date** of any rate or service charge reduction and such programs will automatically go into effect unless otherwise ordered by the Commission. Such offerings will **not exceed 90 days** in duration without the specific consent of the Commission.

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INTRASTATE TELECOMMUNICATIONS SERVICE

4. <u>NETWORK ACCESS LINE SERVICE</u>

4.1. RATES

| 111120 | Month | nly Rate |
|----------------------------|--------------------------|---------------------|
| | Residence (R-1) Business | |
| Access Lines Basic Service | \$41.68* | \$41.68* |
| Hunt Trunks | | 1 ½ times B-1 Rate |
| Mileage Charge ** | \$0.66 per qtr mile | \$0.66 per qtr mile |

4.2 CONDITIONS

The above rates apply to the provision of network access lines which, when completed to a suitable telephone instrument, provides access to the telephone network.

Instruments must be provided by the subscriber, subject to the conditions described in the Connection With Subscriber-Owned Equipment portion of this tariff.

Additional instruments may be attached to network access lines. The Company reserves the right to limit the number of instruments connected to an access line if they cause interference with the normal operation of the line.

Tone Dial service is provided only where the facilities are available.

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^{*} The actual billed rate to the customer for Residence (R1) and Business (B1) is reduced by offsetting credit from the State Universal Service Fund. The actual billed amount to the customer is shown in accordance with the **notification** received from the Commission. Additionally, a 911 service charge is billed as assessed by local governing authority.

^{**} Mileage Charge is an additional charge that applies to service outside the Base Rate Area. Mileage is calculated based upon route miles.

INTRASTATE TELECOMMUNICATIONS SERVICE

4.2 CONDITIONS (Cont'd)

Business Rates Apply:

At any location where activities are of a business, trade, or professional nature.

At any location where the listing, promoting, or advertising of service at that location indicates a business, trade, or profession.

When service is furnished at a location used primarily for business purposes.

When the service is provided to or through a reseller of local exchange service.

Residence Rates Apply:

When service is furnished at a location used primarily for domestic purposes.

Residence service will be allowed for individual rooms at group homes e.g., fraternities, sororities, patient rooms at retirement homes, boarding houses, when service to the rooms is not provided through a reseller of local exchange service, if the listing is in an individual's name.

Residence service will be allowed in church living quarters and the clergyperson's private study if the listing is in an individual's name.

A residence service may not be part of a hunting sequence that contains business lines.

4.3 CALLING AREAS

Following is a **calling area matrix** that shows the local calling areas for the customer of the Company.

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UNION TELEPHONE COMPANY WYOMING CALLING AREA MATRIX

| Call From | | 307-782 | | 307-786 | 307-782 | 307-782 | 307-782 | 307-348 | 307-327 | 307-325 | 307-386 | 307-787 | 435-784 | 307-874 | 307-378 | 307-326 |
|---------------|-------------|---------------|-----|---------|------------|--------------|-----------|--------------|------------|---------|---------|---------|---------|----------|------------|----------|
| | Call To | Mountain View | | Unie | Black Fork | Fort Bridger | Robertson | Elk Mountain | Encampment | Hanna | Labarge | Lyman | Manilla | McKinnon | Rock River | Saratoga |
| Exchange | NPA- NXX | | | | | | | | | | | | | | | |
| Mountain View | 307-7 | 82 | LOW | ESW | LOW | LOW | LOW | | | | | ESW | | | | |
| Urie | 307-7 | '86 | ESW | LO W | ESW | ESW | ESW | | | | | ESW | | | | |
| Blacks Fork | 307-7 | 82 | LOW | ESW | LOW | LOW | LOW | | | | | ESW | | | | |
| Fort Bridger | 307-7 | 82 | LOW | ESW | LOW | LOW | LOW | | | | | ESW | | | | |
| Robertson | 307-7 | '82 | LOW | ESW | LOW | LOW | LOW | | | | | ESW | | | | |
| Elk Mountain | 307-3 | 48 | | | | | | LOW | | ESW | | | | | | |
| Encampment | 307-3 | 27 | | | | | | | LOW | | | | | | | |
| Hanna | 307-3 | 25 | | | | | | ESW | | LOW | | | | | | |
| Labarge | 307-3 | 886 | | | | | | | | | LOW | | | | | |
| Lyman | 307-7 | '87 | ESW | ESW | ESW | ESW | ESW | | | | | LOW | | | | |
| Manilla | 435-7 | 84 | | | | | | | | | | | LOU | EIU | | |
| McKinnon | 307-8 | 74 | | | | | | | | | | | EIW | LOW | | |
| Rock River | 307-3 | 78 | | | | | | | | | | | | | LOW | |
| Saratoga | 307-3 | 26 | | | | | | | | | | | | | | LOW |
| | | | l | l | | l | l | 1 | l | | 1 | 1 | l . | l | l | l . |

LOW = LOCAL WY
LOU = LOCAL UT
ESW = EAS STATE WY
EIW = EAS INTERSTATE WY
EIU = EAS INTERSTATE UT

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INTRASTATE TELECOMMUNICATIONS SERVICE

5. LOW INCOME ASSISTANCE PROGRAMS/ LIFELINE

- 5.1. LIFELINE: Since 1985, the Lifeline program has provided a discount on phone service for qualifying low-income consumers to ensure that all Americans have the opportunities and security that phone service brings, including being able to connect to jobs, family and emergency services. The Lifeline telephone assistance program provides for a discount on the recurring monthly rate for the provision of local residential service for certain eligible customers.
- 5.2. APPLICATION: The Lifeline telephone assistance discount is only available to residence customers who meet eligibility requirements established by federal law. Lifeline Telephone Assistance Program allows customers to receive discounts off their monthly service rates. It is a federal program.
- a. Credits or discounts to the normal local rate for eligible customers as follows:

Residential Access Line Monthly Credit or Discount
(1) Federal Lifeline Reduction. \$9.25

The discount will be applicable to the following local exchange services:

(1) Local Residential service.

In no case will the discount exceed the rate charged for the grade of residential service subscribed to by each individual.

- b. Services covered under the Lifeline Telephone Assistance Program include:
 - 1) Eligible voice telephony services which include; voice grade access to the public switched network, flat rated local service, access to emergency services (such as 911 or enhanced 911); and toll limitation services to qualifying consumers.
 - 2) Eligible broadband Internet access services as defined by federal regulations.

6. RESERVED FOR FUTURE USE

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INTRASTATE TELECOMMUNICATIONS SERVICE

7. <u>OFF-PREMISE EXTENSION SERVICE (Competitive Service)</u>

Off-premise extension service is a Competitive Service. The service applies where an extension is located in a different building on the same premise or continuous property as the main access line termination, may be installed by the Company. The **installation charge will be negotiated** between the subscriber and the Company under contract. The subscriber is responsible for the maintenance of any subscriber owned wiring. No recurring monthly charge will apply in this situation.

Premise or continuous property extensions are defined as those where the drop to the additional access point comes directly from the premises of the main access line termination and does not come out of the distribution cable.

Off premise or continuous property extensions requiring an additional network interface are defined as those where the drop to the additional access point is less than 300 feet and comes out of the distribution cable. Additional network interface is required.

When off-premise extension service is provided on Non-Continuous property, each location is treated as an access line termination and the applicable access line rates and mileage charges will apply at each location. Installation will be performed based on all applicable Non-Recurring service connection elements.

Charges will apply for each point of termination.

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INTRASTATE TELECOMMUNICATIONS SERVICE

8. <u>INTRA-EXCHANGE SPECIAL ACCESS (Competitive Service)</u>

Special Access service are Competitive services which provide a transmission path to connect two or more customer-designated premises, when all designated premises can be connected with facilities provided by the Company.

The Company will furnish and maintain Special Access, where facilities are available and within the Exchange Area, for communication between stations not connected to the telephone network.

If any of the circuit required to furnish the service is outside the Base Rate Area, such circuit is furnished by agreement in accord with the Company's applicable charges.

The installation cost will be developed to recover the cost of labor and associated benefits, materials, vehicle costs, overhead, taxes, carrying charge...etc.

9. RESERVED FOR FUTURE USE

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INTRASTATE TELECOMMUNICATIONS SERVICE

10. TRUNK HUNTING SERVICE ARRANGEMENTS (Competitive Service)

Trunk hunting service is a Competitive arrangement which allows calls to automatically be transferred to a predetermined alternate number or to select the next available line of a customer's group of hunting lines, when the line associated with the called number of the customer is busy. These changes can only be modified at the central office. This charge is in addition to the network access line rate.

When a customer requests that specific sequential numbers be reserved for their future use with additional lines, there will be an additional monthly charge.

11. RESERVED FOR FUTURE USE

12. RESERVED FOR FUTURE USE

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INTRASTATE TELECOMMUNICATIONS SERVICE

13. POLE ATTACHMENTS

This is a competitive service that applies to Company poles and facilities. The terms, conditions and liabilities for service under this Tariff shall be those specified in the General License Agreement for Pole Attachments between the Company and the customer. Pole attachment provisions are available to any company or customers whose operation requires that cables, wire and other appurtenances be placed on Company utility poles. This arrangement shall be available only upon the following conditions:

- The approval by the Company of the customer's application for permission to place equipment on Company poles.
- The execution of a General License Agreement For Pole Attachments between the customer's company and the Company.
- The Company maintains the right to locate and maintain its poles, anchors, guy strands and other appurtenances and to operate its facilities in such a manner as will best enable it to fulfill its own service requirements.

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INTRASTATE TELECOMMUNICATIONS SERVICE

14. CONSTRUCTION CHARGES (Competitive Service)

14.1 GENERAL

The provision of construction services is competitive and prices for construction services are negotiated between the customer and Company. Nevertheless, the Company shall construct facilities consistent with Chapter 4 of the Commission's Regulations. The Company incorporates the applicable construction, safety and maintenance standards provided therein.

The Company shall employ prudent management, engineering, planning and design practices to assure that adequate facilities are in place to meet customer requests for essential telecommunications services within a reasonable time. Where construction is necessary and charges apply, the Company shall provide a written good faith cost estimate of the construction charge to the customer within 30 days of the request.

Special charges in the form of installation charges, monthly charges, or both, are applied in addition to the usual service connection charges and monthly rates when, because of the sporadic or occasional nature of the service or an unusual investment or expense, conditions exist, for example: the facilities are provided in remote or undeveloped sections outside the Base Rate Area, conditions require the provision of special equipment or unusual methods of plant construction, or maintenance, the customer's location requires the use of costly private right-of-way. Title to all construction, provided wholly or partly at a customer's expense is vested in the company.

When attachments are made to poles of other companies, in lieu of providing construction for which the customer would be charged under the provisions hereof, the cost to the Company for such attachments is borne by the customer. "Cost" is defined as the cost of labor and materials including the usual supervisory expenses.

Construction charges will not apply to the customer's drop, which extends from the last pole or pedestal to the building in which the telephone is located, so long as the length of the proposed drop is less than 300 feet. The customer is required to pay construction charges made by another company providing facilities connecting with the facilities of the Company.

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14.2 SPECIAL TYPES OF CONSTRUCTION

Costs for special construction completed per the customer's requirements that exceed that which is normally provided for the area and class of service furnished will be borne by the customer.

14.3 POLES ON PRIVATE PROPERTY

Circuits on poles on private property are furnished, owned, and maintained by the Company.

14.4 LINE EXTENSIONS

14.4.1 Facilities provided without construction charge

Under normal conditions, the Company without charge, will extend its lines to reach applicants within the Exchange Service Area, provided either of the following conditions are satisfied: service to such applicant or applicants will not reduce the existing overall density of the system or, the cost of constructing the required line extension will not exceed **seven** (7) times the estimated annual exchange revenue from such applicant or applicants.

If, for a line extension, the requirements of an applicant or group of applicants exceeds the allowances above, a construction charge is made for the facilities in excess of the allowance. The construction charge for line extensions is apportioned equally among all applicants of a group. Charges are payable in advance.

14.4.2 Other Regulations

Applicants may be required to make advance payments to cover all or a portion of the exchange service when, in the opinion of the Company, there is evidence of credit risk.

Line extensions are further subject to the regulations specified in the tariffs of the Company, which tariffs as they now exist, or as they may be revised, added to or supplemented by superseding issues, are hereby made a part of this tariff.

14.4.3 Line Extensions to Subdivisions

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INTRASTATE TELECOMMUNICATIONS SERVICE

14. <u>CONSTRUCTION CHARGES</u> (Cont'd)

- 14.4 LINE EXTENSIONS (Cont'd)
 - 14.4.3 Line Extensions to Subdivisions (Cont'd)
 - 14.4.3.1 The developer and the Company will enter into a written agreement for the provision of the requested facilities. The estimated costs of the construction for the requested facilities will be payable in full prior to commencement of construction. At the completion of construction, any discrepancies between the estimated costs of construction and the actual costs will be remedied.
 - 14.4.3.2 All costs of construction within the subdivision, with the exception of station drops and station protectors, will be paid by the developer. Costs of construction for line extensions shall also be paid by the developer.
 - 14.4.3.3 The developer shall provide, without charge to the Company, right-of-way for the construction of telephone lines within the subdivision and to the subdivision from existing telephone lines. The location of the right-of-way will be determined by mutual agreement of the parties.
 - 14.4.3.4 Title to all construction provided at the developer's expense is vested in the Company.
 - 14.4.3.5 For five years following the completion of construction the Company shall return monthly, to the developer, a portion of the construction costs paid by the developer. This portion shall be determined by the following formulas:

Average cost of construction per potential subscribers

Monthly payment to the developer

Total costs paid by developer

Total number of potential subscribers in subdivision

(Number of subscribers connected for the entire preceding month) X (average cost of construction per potential subscriber)

60

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INTRASTATE TELECOMMUNICATIONS SERVICE

14. CONSTRUCTION CHARGES (Cont'd)

14.4 LINE EXTENSIONS

14.4.3 Line Extensions to Subdivisions (Cont'd)

The total of such refund shall not exceed the total cost of construction paid by the developer.

For the purpose of this tariff, subdivisions shall be any area under the control of the one person or entity, which is to be divided and sold, leased or rented in parcels, where the purchaser or leasee of a parcel would be reasonably expected to request telephone service, and where the number of such tracts exceeds three. Subdivisions shall include, but not be limited to, housing tracts, building lots, mobile home parks, mobile home tracts, and industrial parks. The developer shall be considered to be the person or entity dividing and offering for sale or rent the parcels of land comprising the subdivision.

14.4.4 Rights-of-Way or Easements

Rights-of-way and easements to the premises, satisfactory to the Company, must be furnished without costs, by the applicant, on public lands and private property.

When an applicant is so located that it is necessary to use private and/or public right-of-way to furnish service, and the Company is unable to obtain the required right-of-way without cost, the applicant may be required to pay the costs incurred in securing the right-of-way in addition to other charges.

Within the applicant's subdivision, the Company will construct, own, operate, and maintain facilities only along public streets, roads, and highways which the Company has the legal right to occupy, and on public lands and private property across which rights-of-way and easements satisfactory to the Company may be obtained without cost or need for condemnation by the Company.

Rights-of-way and easements, within the subdivision, satisfactory to the Company, must be furnished by the applicant in reasonable time to meet construction and service requirements before the Company shall be required to commence its installation. Such rights-of-way and easements must be cleared of trees, tree stumps and other obstructions and graded to within six inches of final grade, by the applicant, at no charge to the Company. Such clearance and grading must be maintained by the applicant during construction by the Company.

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14. CONSTRUCTION CHARGES (Cont'd)

14.4 LINE EXTENSIONS

14.4.5 Temporary or speculative service

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

If a subscriber maintains, for sixty (60) consecutive months, a service installation which was originally established on a temporary or speculative basis, and if the subscriber business or operation at the end of that time has proven its permanency to the satisfaction of the Company, there will be refunded to the subscriber an amount equal to the difference between the payment made and the normal line extension charge which would have been applicable at the time the subscriber's service was installed.

In no event shall service installation be classed as temporary or speculative for more than six (6) years. Refund provisions apply at the end of not more than six (6) years.

14.4.6 Saving Clause

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

Where the applicant requests a particular type of construction or a specific route for extensions to meet the applicant's special requirements and where the construction or route so requested differs from the normal standards of the Company and is not required by law.

Line extensions involving underground crossings of railroads, highway or power lines, submarine cable, or along river crossings.

Where construction is required to provide service on a seasonal basis, or to provide Foreign Exchange Service, or to meet other unusual conditions.

Any other line extension and/or additions involving unusual or disproportionately large construction expenditures as compared to the usual line extension.

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INTRASTATE TELECOMMUNICATIONS SERVICE

14. <u>CONSTRUCTION CHARGES</u> (Cont'd)

14.4 LINE EXTENSIONS

14.4.7 Rearrangement or relocation of existing construction

When the Company is requested to move or change existing construction, the customer or other party requiring the move or change is required to pay the entire cost incurred by the Company that is properly attributable to such action.

15. CONNECTION WITH SUBSCRIBER-OWNED EQUIPMENT (Competitive)

15.1 The connection with subscriber-owned equipment is a competitive service and provided as prices offered by the Company.

Local line access will be supplied at the rates described in the "Network Access Line Service" section of this Tariff.

15.2 CONDITIONS

Customer-provided terminal equipment or communication systems (CPE) used in conjunction with telephone service shall not interfere with any of the service offerings of the Company, endanger Company employees or the public, damage or require the alteration of Company facilities, interfere with the proper functioning of Company facilities, or impair the operation of the telephone network. Upon notice from the Company that the CPE is causing or is likely to cause such hazard or interference, the customer shall make whatever changes are necessary to correct the problem.

The Company shall not be responsible for the installation, operation, or maintenance of any CPE. The customer shall be responsible for the payment of all Company charges for visits by the Company to the customer premises where a service difficulty or trouble report results from customer-provided equipment or facilities.

Where CPE is connected to Company facilities, the responsibility of the Company shall be limited to the furnishing, operation and maintenance of such facilities in a manner suitable for telephone service. The Company shall not be responsible for the through transmission of signals generated by the CPE or, for the quality of, or defects in, such transmission, or the reception of signals by CPE.

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15. <u>CONNECTION WITH SUBSCRIBER-OWNED EQUIPMENT (Competitive)</u> (Cont'd)

15.2 CONDITIONS (Cont'd)

The Company shall not be responsible to the customer if changes in any of the facilities, operations or procedures of the Company render any CPE obsolete or require modification or alteration of such equipment or otherwise affect its use or performance.

Where CPE is used with telephone service in violation of any of these conditions, the Company will take whatever action is necessary to protect the network and will promptly notify the customer of the violation in writing. The customer shall discontinue use of the equipment or correct the violation. Written confirmation of the corrective action taken will be supplied to the Company within ten (10) days following receipt of notice of the violation by the customer. Failure of the customer to comply with these requirements shall result in suspension of the customer's service until the customer complies with the provision of this Tariff.

16. MESSAGE RESTRICTION-LOCAL EXCHANGE SERVICE

16.1 RATES

| MILS | Nonrecurring Charge | Monthly <u>Rate</u> |
|--|-------------------------------------|------------------------|
| Long Distance Message Restriction | Service order charge | \$3.00 |
| Other Message Restriction | Service order charge | ICB |
| Message Restriction - 900, 960 and 976 | Service order charge | \$3.00 |

16.2 CONDITIONS

- 16.2.1 Long Distance Message Restriction Local Exchange Service is an arrangement which permits Local Exchange Service line users to dial local service area calls but prevents the origination of long distance calls.
- 16.2.2 Long Distance Message Restriction Local Exchange Service is provided for use only on individual network access line service and only where the customer has other network access line service on the same premises arranged for unrestricted use of the telecommunications network.
- 16.2.3 The acceptance of collect call messages is not restricted by this arrangement.
- 16.2.4 Other Message Restriction Local Exchange Service is an arrangement where the subscribers exchange access line is prohibited from dialing selective services (Except Prefix of 900, 960 and 976). This service is subject to availability of existing CO facilities.

For 900, 960 and 976 calls:

- a. initial unblocking of these services will be provided without charge to requesting customers;
- b. subsequent requests for blocking or unblocking, within twelve (12) months on the same line, may be assessed a non-recurring charge.

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17. PAYPHONE SERVICE (Competitive)

Payphone Service is a competitive service associated with the provision of third party access to the network for a fee. It requires a business exchange access line composed of the serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer's premises, and the Network Interface Device (NID) at the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for long distance service and local calling.

General Rules and Regulations listed by the Company are applicable to the provision of Payphone Service.

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INTRASTATE TELECOMMUNICATIONS SERVICE

18. **DIRECT-INWARD-DIALING (DID) SERVICE**

This is a competitive service that provides that local and long distance calls to the associated station number will be completed without intermediate handling by an attendant.

This feature may be provided, in addition to regular rates and charges, where CO facilities are available and the PBX system or customer-provided switching equipment capabilities permit.

The provision of this feature requires that the customer subscribe to a sufficient number of trunk facilities to adequately handle the volume of incoming calls.

DID numbers are directly associated with the primary customer, and the Company will not assign individual numbers to another customer as a primary number.

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INTRASTATE TELECOMMUNICATIONS SERVICE

19. <u>UNIVERSAL SERVICE FUND</u>

The Wyoming Legislature has established a Wyoming Universal Service Fund to be administered by the Commission. The Fund is to assist customers in high cost areas of the state. As provided by W. S. 37-15-501, those customers with local rates equal to or greater than \$30.00 per month are eligible to receive a contribution from the Fund.

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INTRASTATE TELECOMMUNICATIONS SERVICE

20. EXCHANGE MAPS

The following exchange descriptions or maps are included in this tariff:

Exchange Areas:

Encampment

Hanna

LaBarge

Rock River

Saratoga

Shirley Basin

Base Rate Areas:

Elk Mountain

Encampment

Fort Bridger

Hanna

LaBarge

Lyman

Mountain View

Rock River

Saratoga

Shirley Basin

Urie

Remote Base Rate Points:

Blacks Fork

Burns Brothers

Lonetree

McKinnon

Millburne

Robertson

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Encampment, Wyoming

The following is a description of the Encampment, Wyoming Exchange Area:

Sections 1 through 28, Township 13 North, Range 81 West; Sections 1 through 24, Township 13 North, Ranges 82 through 84 West; Sections 1 through 3, 10 through 15, 22 through 24, Township 13 North, Range 85 West; All of Township 14 North, Ranges 81 through 84 West; East ½ of Township 14 North, Range 85 West; Section 31 through 36, Township 15 North, Range 81 West; Sections 1 through 5, 7 through 10, 15 through 22, 27 through 36, Township 15 North, Range 82 West; Sections 7 through 36, Township 15 North, Range 83 West; Sections 9 through 16, 19 through 36, Township 15 North, Range 84 West; Sections 22 through 27, 34 through 36, Township 15 North, Range 85 West; Sections 13 through 17, 20 through 29, 32 through 36, Township 16 North, Range 82 West of the 6th P.M. in Wyoming.

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EXCHANGE AREA

Hanna, Wyoming

The following is a description of the Hanna, Wyoming Exchange Area:

That portion of Township 17 North, Range 77 West lying West of the East boundary of Carbon County; All of Township 17 North, Ranges 78 through 81 West; that portion of Sections 29 and 32 lying West of the East boundary of Carbon County, Sections 30 and 31, Township 18 North, Range 77 West; Sections 18 through 20, 25 through 36, Township 18 North, Range 78 West; All of Township 18 North, Ranges 79 through 81 West; Sections 2 through 11, 14 through 23, 26 through 35, Township 19 North, Range 79 West; All of Township 19 North, Ranges 80 and 81 West; Sections 14 through 23, 26 through 35, Township 20 North, Range 79 West; Sections 3 through 10, Sections 13 through 36, Township 20 North, Range 80 West; All of Township 20 North, Ranges 81 and 82 West; Sections 2 through 11, 14 through 23, 26 through 30, Township 21 North, Range 80 West, All of township 21 North, Ranges 81 and 82 West; East ½ of Township 21 North, Range 83 West; Sections 2 through 11, 14 through 23, 26 through 35, Township 22 North, Ranges 80 West; All of Township 22 North, Ranges 81 through 83 West; All of Township 23 North, Ranges 81 through 83 West; West ½ of Township 24 North, Range 80 West; All of Township 24 North, Ranges 81 through 83 West; East ½ off Township 24 North, Range 84 West; Sections 5 through 8, 17 through 20, 29 through 32, Township 25 North, Range 82 West; All of Township 25 North, Ranges 83 and 84 West; All of Township 26 North, Ranges 83 and 84 West; Sections 25 through 36; Township 27 North, Range 83 West; Sections 25 Through 36, Township 27 North, Range 84 West of the 6th P.M. in Wyoming.

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INTRASTATE TELECOMMUNICATIONS SERVICE

EXCHANGE AREA

La Barge, Wyoming

The following is a description of the La Barge, Wyoming Exchange Area:

That portion of Sections 6 and 7 lying West of the East boundary of Lincoln County, Township 24 North, Range 111 West; Sections 1 through 12, Township 24 North, Ranges 112 through 114 West; Sections 1, 2, 11 and 12, Township 24 North, Range 115 West; All of Township 25 North, Ranges 112 through 113 West; Sections 1 through 5, 8 through 17, 20 through 29, 32 through 36, Township 25 North, Range 114 West; All of Township 25 North, Ranges 112 through 114 West; All of Township 27 North, Ranges 112 through 114 West; All of Township 27 North, Ranges 112 through 114 West; All of Township 28 North, Ranges 112 Through 114 West of the 6th P.M. in Wyoming.

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INTRASTATE TELECOMMUNICATIONS SERVICE

EXCHANGE AREA

Rock River, Wyoming

The following is a description of the Rock River, Wyoming Exchange Area:

That portion of Sections 5, 8, 17 and 20 lying West of the East boundary of Carbon County, and Sections 6, 7, 18 and 19, Township 18 North, Range 77 West; Sections 1 through 17, 21 through 24, Township 18 North, Range 78 West; Sections 1 through 24, Township 19 North, Range 76 West; Sections 1 through 24, 30, 31, and that portion of Sections 29 and 32 lying West of the East boundary of Carbon County, Township 19 North, Range 77 West; All of Township 19 North, Range 78 West; Sections 1, 12, 13, 24, 25 and 36, Township 19 North, Range 79 West; Sections 1 through 30, Township 20 North, Range 75 West; All of Township 20 North, Ranges 76 and 77 West; Sections 13 through 36, Township 20 North, Ranges 76 and 77 West; All of Township 22 North, Ranges 76 and 77 West; All of Township 22 North, Ranges 76 and 77 West; Sections 31 through 36, Township 23 North, Range 76 West; Sections 31 through 36, Township 23 North, Range 77 West of the 6th P.M. in Wyoming.

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INTRASTATE TELECOMMUNICATIONS SERVICE

EXCHANGE AREA

Saratoga, Wyoming

The following is a description of the Saratoga, Wyoming Exchange Area:

Sections 6, Township 15 North, Range 82 West; Sections 1 through 6, Township 15 North, Range 83 West; Sections 1 through 8, 17 and 18, Township 15 North, Range 84 West; North ½ of Township 15 North, Range 85 West; North ½ of Township 15 North, Range 86 West; Sections 3 through 10, 15 through 22, 27 through 34, Township 16 North, Range 81 West; Sections 1 through 12, 18, 19, 30 and 31, Township 16 North, Range 82 West; All of Township 16 North, Ranges 83 through 86 West; All of Township 17 North, Ranges 82 through 86 West; Sections 22, 25 through 28, 33 through 36, Township 20 North, Range 83 West; Sections 19 through 21, 28 through 33, Township 20 North, Range 84 West; South ½ of Township 20 North, Ranges 85 and 86 West of the 6th P.M. in Wyoming.

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EXCHANGE AREA

Shirley Basin, Wyoming

The following is a description of the Shirley Basin, Wyoming Exchange Area:

That portion of Township 26 North, Range 77 West lying West of the East Boundary of Carbon County; All of Township 26 North, Ranges 78 through 81 West; That Portion of Township 27 North, Ranges 78 through 81 West; That Portion of Carbon County; All of Township 27 North, Ranges 78 through 81 West; That Portion of Township 28 North, Range 77 West lying West of the East Boundary of Carbon County; All of Township 28 North, Ranges 78 through 81 West; Sections 25 through 36, Township 29 North, Range 80 West of the 6th P.M. in Wyoming.

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INTRASTATE TELECOMMUNICATIONS SERVICE

BASE RATE AREA

Elk Mountain, Wyoming

Location: T.20 N., R. 80 W. Sections 20 and 29

The following is a description of the Elk Mountain, Wyoming Base Rate Area:

Beginning at the southeasterly most corner of the Elk Mountain Base Rate Area. Thence northwesterly along a line that is .25 mile (1320 feet) northeast of the center line (C/L) of Bridge Street to a line that is .25 (1320 feet) northwest of the C/L of Helm Street, thence southwesterly along this line to a line that is .1 (528 feet) northeast of the C/L of Hanna Highway, thence northwesterly along this line to a line that is .3 (1584 feet) northwest of the C/L of Helm Street, thence southwesterly along this line to a line that is 200 feet southwest of the C/L of Balsam Street, thence southeasterly along this line to a line that is 800 feet southeast of the C/L of Main Street, thence northeasterly along this line to the point of beginning.

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INTRASTATE TELECOMMUNICATIONS SERVICE

BASE RATE AREA Encampment, Wyoming

Location: T.14 N., R. 84 W. Sections 1, 2, 11 and 12

The following is a description of the Encampment, Wyoming Base Rate Area:

Beginning at the southwesterly most corner of the Encampment Base Rate Area. This point being the intersection of the center line (C/L) of 10th Street and the C/L of Wilbur Avenue. Thence northeasterly on this line to the C/L of 1st Street, thence southeasterly along this line to the C/L of Winchell Avenue and the extension thereof, thence northeasterly along this line to a line which lies 300 feet north of the center line of Water Street, thence along said line to a point which is .2 mile (1056 feet) east of Encampment River, thence south to the C/L of Copper Street, thence west along this line to the C/L of Encampment River, thence south along the C/L of the river to a point which is .1 mile (528 feet) south of Smelter Avenue, thence east on this line to a line which lies 900 feet southeast of the C/L of Pierce Avenue, thence southwesterly along this line to the C/L of Barnett Avenue and the extension thereof, thence northwesterly along this line to the C/L of 12th Street, thence northwesterly along this line to the C/L of 12th Street, thence northwesterly along this C/L to the C/L of 10th Street, thence northwesterly along this C/L to the C/L of 10th Street, thence northwesterly along this C/L to the C/L of 10th Street, thence northwesterly along this C/L to the D/L of 10th Street, thence northwesterly along this C/L to the D/L of 10th Street, thence northwesterly along this C/L to the D/L of 10th Street, thence

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INTRASTATE TELECOMMUNICATIONS SERVICE

BASE RATE AREA

Fort Bridger, Wyoming

Location: T.15.N. & T. 16. N., R. 115 W. Sections 4 and 33

The following is a description of the Fort Bridger, Wyoming Base Rate Area:

Beginning at the southeasterly most corner of the Fort Bridger Base Rate Area. This point being the intersection of a line that runs parallel to and 160 feet east of County Road 224 and is 2050 feet in length and a line that lies 1375 feet south of a property line that lies south of Hamilton Street and is 1850 feet in length, thence 2050 feet north, thence 1140 feet east, thence 1850 feet north, thence 3750 feet west, thence 1100 feet south, thence southeasterly 900 feet, thence 2375 feet south, thence 1850 feet east to the point of beginning.

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INTRASTATE TELECOMMUNICATIONS SERVICE

BASE RATE AREA

Hanna, Wyoming

Location: T.22 N., R. 81 W. Sections 16, 17, 18 19 & 20

The following is a description of the Hanna, Wyoming Base Rate Area:

Beginning at the southeasterly most corner of the Hanna Base Rate Area. Thence north along the center line (C/L) of section 20 to the east west C/L of section 20, thence west along this line to a line that is 700 feet east of the C/L of Jefferson Street, thence north along this line to a line that is the C/L of the U.P.R.R., thence more or less east along this line to the C/L of the U.P.R.R. Spur Line, thence northeasterly along this line to a line that lies on the south line of section 9, thence west along this line to the C/L of County Road 291, thence southwesterly along this line to a line that is .1 miles (528 feet) north of the C/L of 5th Street, thence west along this line to a line that is 1400 feet west of the center line of Columbus Street, thence south along this line to a line that is the east west C/L of section 19, thence east along this line to a line that is 1320 feet north of the southern boundary of section 19, thence east along this line to a line that is on the western boundary of section 20, thence south along this line to a line that lies on the southern boundary of section 20, thence east along this line to the point of beginning.

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INTRASTATE TELECOMMUNICATIONS SERVICE

BASE RATE AREA

LaBarge, Wyoming

Location: T.26 N., R. 112 W. Sections 6 and 7

The following is a description of the LaBarge, Wyoming Base Rate Area:

Beginning at the southwesterly most corner of the LaBarge Base Rate Area. Thence along a line that is .3 miles (1584 feet) south of the center line (C/L) of Wyoming State Road 235 also known as Calpet Road to a line that runs along the west side of the Green River, thence along that line to the northwesterly most corner of the base rate area, which point lies on the Lincoln and Sublette County Line, thence west along the county line to a line that is the west side of sections 6 and 7 in Range 112 West, Township 26 North, thence south along this line to the point of beginning.

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INTRASTATE TELECOMMUNICATIONS SERVICE

BASE RATE AREA

Lyman, Wyoming

Location: T. 16 N., R. 114 W. Sections 29, 31 and 32

The following is a description of the Lyman, Wyoming Base Rate Area:

Beginning at the southeasterly most corner of the Lyman Base Rate Area. This point being the intersection of a line that runs parallel to and south of County Road 254 and measures 1600 feet in length and a line that runs parallel with East Street and measures 3700 feet in length. Thence 3700 feet north, thence 600 feet east, thence 1100 feet north, thence 2500 feet east, thence 500 feet north, thence 300 feet west, thence 1100 feet north, thence 4100 feet west, thence 850 feet south, thence 2850 feet southwesterly, thence 1500 feet southwesterly, thence 1700 feet south, thence 3900 feet east, thence 2400 feet south, thence 1600 feet east to the point of beginning.

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INTRASTATE TELECOMMUNICATIONS SERVICE

BASE RATE AREA

Mountain View, Wyoming

Location: T.15 N., R. 115 W. Sections 13, 14, 23 and 24

The following is a description of the Mountain View, Wyoming Base Rate Area:

Beginning at the southeasterly most corner of the Mountain View Base Rate Area. Thence north 600 feet, thence west 1880 feet, thence north 2300 feet, thence west 2820 feet, thence north 1650 feet, thence west 172 feet, thence north 600 feet, thence west 328 feet, thence south 950 feet, thence west 450 feet, thence south 425 feet, thence west 450 feet, thence south 775 feet, thence west 200 feet, thence south 750 feet, thence west 1765 feet, thence south 850 feet, thence west 470 feet, thence south 585 feet, thence east 470 feet, thence south 1770 feet, thence 4785 feet, thence north 255 feet, thence east 640 feet, thence north 700 feet, thence east 2640 feet to point of beginning.

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INTRASTATE TELECOMMUNICATIONS SERVICE

BASE RATE AREA

Rock River, Wyoming

Location: T.20.N. & T. 21 N., R. 76 W. Sections 6, 31 and 32

The following is a description of the Rock River, Wyoming Base Rate Area:

Beginning at the southeasterly most corner of the base rate area which point is the intersection of a line that is 300 feet south of the south side of Reed Avenue and a line that is the extension of the center of 7th Street, thence north along that line to a line that is 100 feet south of the south side of Lewis Avenue, thence east along that line to a line that is the center line of Morris Street, thence north along that line to a line that is the C/L of McDermott Avenue, thence west along that line to a line that is the center line (C/L) of Prager Street, thence north along that line to a line that is 150 feet west of the west side of U.S. Highway 30, thence south along that line to a line that is the center of Avenue E, thence west along that line to a line that is 300 feet south of the south side of Reed Avenue, thence east along that line to the point of beginning.

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INTRASTATE TELECOMMUNICATIONS SERVICE

BASE RATE AREA

Saratoga, Wyoming

Location: T.17 N., R. 84 W. Sections 11, 12, 13 and 14

The following is a description of the Saratoga, Wyoming Base Rate Area:

Beginning at the southwesterly most corner of the base rate area which point is the intersection of a line that is 1320 feet west of State Highway 130 and a line that is 2640 feet south of Myrtle Avenue. Thence, east along that line to a line that is 1320 feet east of the center line (C/L) of Veterans Street, thence north along that line to a line that is 3960 feet east of the C/L of Veterans Street, thence north along that line to a line that is the C/L of East Bridge Avenue, thence west along that line to a line that is 2640 feet east of the C/L of Veterans Street, thence north along that line to a line that is 1550 feet north of the C/L of Hugus Street, thence west to a line that is 500 feet east of Silver Avenue, thence north along that line to a line that is 350 feet north of the C/L of Eudora Street, thence west to a line that is 1550 feet north of the C/L of Spring Avenue, thence south along that line 500 feet to a line that is 1550 feet north of the C/L of Hugus Street, thence west along that line to a line that is 1700 feet west of the C/L line of 10th Street, thence south along that line to a line that is 1600 feet south of C/L of Myrtle Avenue, thence east along that line to a line that is 1320 feet west of the C/L of Highway 130, thence south along that line to the point of beginning.

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INTRASTATE TELECOMMUNICATIONS SERVICE

BASE RATE AREA

Shirley Basin, Wyoming

Location: T.27 N., R. 78 W. Sections 20 and 21

The following is a description of the Shirley Basin, Wyoming Base Rate Area:

Beginning at the southeasterly most corner of the Shirley Basin Rate Area. Thence along a line that is 1500 feet east of the center line (C/L) of 2nd Avenue N. and the extension thereof, thence northwest along this line to the C/L of a line that lies 1320 feet north of the C/L of Antelope Boulevard, thence southwesterly along this line to a line that is 1880 feet west of the C/L of 2nd Avenue N. and the extension thereof, thence southeasterly along this line to the C/L of a line that lies 1320 feet south of C/L of Antelope Boulevard, thence along this line to the point of beginning.

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INTRASTATE TELECOMMUNICATIONS SERVICE

BASE RATE AREA

Urie, Wyoming

Location: T.15.N. & T. 16. N., R. 115 W. Sections 1, 2, 35 and 36

The following is a description of the Urie, Wyoming Base Rate Area:

Beginning at the intersection of State Highway 410 and the I-80 Business Loop in the Town of Urie. Thence a circle with a radius of 1000 feet.

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INTRASTATE TELECOMMUNICATIONS SERVICE

REMOTE BASE RATE POINTS

Blacks Fork, Wyoming

Location: T.16 N., R. 115 W. Section 24

The following is a description of the Blacks Fork, Wyoming Base Rate Point:

The Blacks Fork Base Rate Point is located in the SW ¼, SW ¼, of the NW ¼ of Section 24 Township 16 North, Range 115 West. This point being on the north side of the Blacks Fork River, the east side of State Highway 414 and the south side of the Interstate Highway 80.

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INTRASTATE TELECOMMUNICATIONS SERVICE

REMOTE BASE RATE POINTS

Burns Brothers, Wyoming

Location: T.16 N., R. 116 W. Section 35

The following is a description of the Burns Brothers, Wyoming Base Rate Point:

The Burns Brothers Remote Base Rate Point is located in the NE ¼, NW ¼, of the NE ¼ of Section 35 Township 16 North, Range 116 West. This point being on the north side of Interstate 80 (I-80) and southeast of the Burns Brothers Truck Stop.

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INTRASTATE TELECOMMUNICATIONS SERVICE

REMOTE BASE RATE POINTS

Lonetree, Wyoming

Location: T.12 N., R. 113 W. Section 4

The following is a description of the Lonetree, Wyoming Base Rate Point:

The Lonetree base rate point is located in the NW ¼, NW ¼, of the NE ¼ of Section 4 Township 12 North, Range 113 West. This point being located in the Town of Lonetree on the west side of State Highway 414.

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INTRASTATE TELECOMMUNICATIONS SERVICE

REMOTE BASE RATE POINTS

McKinnon, Wyoming

Location: T.12 N., R. 111 W. Section 18

The following is a description of the McKinnon, Wyoming Base Rate Point:

The McKinnon base rate point is located in the NE ¼, NE ¼, of the NE ¼ of Section 18 Township 12 North, Range 111 West. This point being on the west side Sweetwater County Road 1 and south of the intersection of Wyoming Highway 414 and Sweetwater County Road 1.

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INTRASTATE TELECOMMUNICATIONS SERVICE

REMOTE BASE RATE POINTS

Millburne, Wyoming

Location: T.15 N., R. 115 W. Section 20

The following is a description of the Millburne, Wyoming Base Rate Point:

The Millburne base rate point is located in the NW ¼, NW ¼ of the SW ¼ of Section 20 Township 15 North, Range 115 West. This point being on the south side of the intersection of State Highway 411 and County Road 217.

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INTRASTATE TELECOMMUNICATIONS SERVICE

REMOTE BASE RATE POINTS

Robertson, Wyoming

Location: T.14 N., R. 115 W. Section 20

The following is a description of the Robertson, Wyoming Base Rate Point:

The Robertson base rate point is located in the NW ¼, NW ¼ of the NW ¼ of Section 20 Township 14 North, Range 115 West. This point being on the South of State Highway 410 and East side of County Road 274.